



AGENDA

Regular City Council Meeting,

Successor Agency to the
Former Redevelopment Agency and the
Wasco Public Finance Authority

Tuesday, October 3, 2023 – 6:00 pm.

Council Chambers

746 8th Street, Wasco, CA 93280

www.cityofwasco.org

Public advisory: Face masks are recommended. The City Council chamber is open and accessible to the public.

View the meeting Live on the city's website

<https://www.cityofwasco.org/306/city-council-meeting-videos> subject to technical limitations.

ACCESSIBILITY: In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in the City Council meeting, please contact the City Clerk Department at 661-758-7215 or via email at cityclerk@cityofwasco.org within 48 hours of the meeting or sooner.

The following is provided to assist with public participation:

AGENDA AVAILABILITY: The City Council Agenda is posted on the bulletin board at the entry of City Hall 746 8th Street, Wasco, at the entrance of 764 E Street, Wasco, and at the entry of the Sheriff's Office 748 F Street, Wasco. The agenda packet, meeting minutes, and archived City Council meetings are available on the City's website at www.cityofwasco.org.

Agenda Materials: City Council agenda materials are released no later than 72 hours prior to a meeting and are available to the public at the City Clerk's Office, 746 8th Street, Wasco, CA, in a public binder at each City Council meeting, and on the City's website at <https://www.cityofwasco.org/AgendaCenter>

PUBLIC COMMENTS: **All public comments are subject to a 2-minute limit, and a maximum of Thirty (30) minutes will be allowed for any subject.** To provide your comments to the City Councilmembers regarding matters not on the agenda or a specific item on the agenda, you may address your comments IN PERSON. Before making your presentation, you will be asked to state your name for the record. If you would like to submit a written public comment, please email the City Clerk at cityclerk@cityofwasco.org no later than **4:00 p.m. October 3, 2023**. Please clearly indicate which agenda item number your comments pertain to. Every effort will be made to read your comment into the record; If a comment is received after the specific time mentioned above but before the meeting is adjourned, the comment will

still be included as a part of the record of the meeting. Still, it will not be read into the record.

Please be advised that communications directed to the City Council are public records and are subject to disclosure pursuant to the California Public Records Act and Brown Act unless exempt from disclosure under the applicable law. Communications will NOT be edited for redactions and will be printed/posted as submitted.

SPANISH INTERPRETATION: If you need an interpretation of your communications to the City Council from Spanish into English, please contact the City Clerk Department at 661-758-7215 or via email at cityclerk@cityofwasco.org. **Subject to availability**, notifying at least 48 hours before will usually enable the City to make arrangements.

INTERPRETACIÓN EN ESPAÑOL: Si necesita una interpretación de sus comunicaciones al Concejo Municipal del español al inglés, comuníquese con el Departamento del Secretario de la Ciudad al 661-758-7215 o por correo electrónico a cityclerk@cityofwasco.org. La notificación de al menos 48 horas generalmente permitirá a la Ciudad hacer arreglos. **Sujeto a disponibilidad.**

GETTING TO KNOW YOUR AGENDA

Agenda Sections:

CONSENT CALENDAR Items are routine items that are not expected to prompt discussion. All items are considered for approval at the same time with one vote. Councilmembers, staff, and the public may request items be removed, and members of the public may comment on an item. Items removed from the Consent Calendar are discussed after the vote on the remaining Consent Calendar items.

PUBLIC COMMENT allows the public to address the Council on any matter not listed on the agenda that is within the jurisdiction of the Council. In compliance with the Brown Act, the Council cannot take action on matters not listed on the agenda.

PUBLIC HEARINGS are held on matters specifically required by law. The Mayor will ask for presentations from the staff, the proponent, or the applicant involved (if applicable) in the matter under discussion. Following the Mayor will open the public hearing and ask for public comments. Following the questions from the Councilmembers. The Mayor closes the hearing, and the City Council may discuss and take action.

DEFERRED ITEMS: these are items that were postponed or delayed for specific reasons and are brought back to the Council for consideration. These items are expected to cause discussion and/or action by the Council. Staff may make a presentation, and Councilmembers may ask questions of staff and involved parties before the Mayor invites the public to provide input.

NEW BUSINESS: these are items that are expected to cause discussion and/or action by the council but do not legally require a Public Hearing. Staff may make a presentation,

and Council members may ask questions of staff and the involved parties before the Mayor invites the public to provide input.

CLOSED SESSION: may only be attended by members of the Council, support staff, and/or legal counsel. The most common purpose of a Closed Session is to avoid revealing confidential information that may prejudice the City's legal or negotiation position or compromise the employees' privacy interests. Closed sessions may be held only as explicitly authorized by law.

Council Actions:

RESOLUTIONS are formal expressions of opinion or intention of the Council and are usually effective immediately.

ORDINANCES are laws adopted by the Council. Ordinances usually amend, repeal, or supplement the Municipal Code; provide zoning specifications; or appropriate money for specific purposes. Most ordinances require two hearings; an introductory hearing, generally followed by a second hearing at the next regular meeting. Most ordinances go into effect 30 days after the final approval.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FINDINGS: CEQA is intended to inform government decision-makers and the public about proposed activities' potential environmental effects and prevent significant, avoidable environmental damage.

PROCLAMATIONS and **RECOGNITIONS** are issued by the City to honor significant achievements by community members, highlight an event, promote awareness of community issues, and recognize City employees.

REGULAR MEETING – 6:00 pm

1) **CALL TO ORDER:** Mayor Martinez

2) **ROLL CALL:** Mayor Martinez, Mayor Pro Tem Garcia, Council Members: Medina, Reyna, Saldaña

3) **FLAG SALUTE:** led by Mayor

4) **INVOCATION:** by Paul Hernandez, Freewill Baptist Church

5) **PRESENTATIONS:**

- a. New Employee Police Department Badge Pinning Ceremony for:
 - 1. Alecio Mora, Police Lieutenant
 - 2. Lionel Lopez, Police Sergeant
 - 3. Maira Puente, Police Sergeant

6) **PUBLIC COMMENTS:**

This portion of the meeting is reserved for persons desiring to address the Council and including the Council acting as the Governing Board for the Successor Agency on any

matter not on this agenda and over which the Council and Successor Agency have jurisdiction. Speakers are limited to two (2) minutes. A maximum of Thirty (30) minutes will be allowed for any one subject. Please state your name for the record before making your presentation.

BROWN ACT REQUIREMENTS: The Brown Act does not allow action or Discussion on items not on the agenda (subject to narrow exceptions). This will limit a Councilmember's response to questions and requests made during this comment period.

7) SUCCESSOR AGENCY BUSINESS: None

8) WASCO PUBLIC FINANCE AUTHORITY BUSINESS: None

CITY COUNCIL BUSINESS:

9) CONSENT CALENDAR:

The Consent Calendar consists of items that, in the staff's opinion, are routine and non-controversial. These items are approved in one motion unless a Council Member or member of the public requests the removal of a particular item.

- a. Receive and File department payments totaling \$1,812,268.14
- b. Approval of City Council Minutes for September 19, 2023, Regular Meeting.
- c. Adopt a Resolution Authorizing the City Manager or his designee to finalize and enter into an Agreement for Preventative Maintenance Services of the City's Generators with Duthie Power Services for an Estimated Annual Amount of \$35,092.94, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.
- d. Adopt a Resolution Authorizing the City Manager or designee to Enter and Execute Amendment No. 2 to Agreement 2008-048 with County of Kern Waste Disposal, Agreement #1075-2008, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.
- e. Adopt a Resolution to Authorize the City Manager or Designee to Execute a Task Order Proposal with QUAD KNOPF, INC., for Professional Consulting Services for Compliance with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) to Support the Drinking Water State Revolving Fund Application for the Construction of Four Wells and Two New Water Storage Tanks (Project) in the City of Wasco, and Find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to review under CEQA.
- f. Adopt a Resolution Authorizing the City Manager or Designee to Make a \$739,911.52 Monetary Budget Amendment from the Adopted FY 2023/2024 SB1 Funds to the SB1 Poplar Avenue Rehabilitation Project #21016, and Find that this action is not a project as defined under the California Environmental Quality Act

State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

- g.** Adopt a Resolution Authorizing the City Manager or Designee to Endorse and Enter into an Agreement with Bowman Asphalt, Inc. for the SB1 Poplar Avenue Rehabilitation Project in the amount of \$1,099,979.00 and allowing the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of \$75,000, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.
- h.** Adopt a Resolution Authorizing the City Manager or his Designee to Procure Consultants/Contractors and Approve Expenses up to \$25,000.00 to Perform Work Related to Water Quality Analyses and Video Survey of Potential Future Well Sites, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.
- i.** Adopt a Resolution to Authorize the City Manager or Designee to Execute the First Amendment to the On-Call Consultant Services Agreement No. 2021-054 with QUAD KNOFF, INC (QK) and find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to CEQA review.

10) PUBLIC HEARINGS: None

11) DEFERRED BUSINESS: None

12) NEW BUSINESS:

- a.** Adopt a Resolution Authorizing the City Manager or Designee to Approve, Review, and Provide Inspection of the Wasco Rotary Sign Project Implementation and Find that this action is exempt under the California Environmental Quality Act State Guidelines pursuant to Section 15311; therefore, no environmental review is required.
- b.** Adopt a Resolution Authorizing the City Manager or Designee to Finalize and Execute a Purchase Agreement with ProForce Law Enforcement for Personal Body Armor used by Police and Code Compliance Officers, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.
- c.** Adopt A Resolution Authorizing the City Manager or Designee to Finalize, Execute and Implement the City of Wasco Police Department Policy Manual developed with the use of Lexipol, LLC, a Delaware Limited Liability Company, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

13) REPORTS FROM COMMISSIONS AND COMMITTEES:

- a. Kern Economic Development Corporation (Garcia)
- b. Kern Council of Government (Reyna)
- c. Wasco Task Force (Reyna & Medina)

14) REPORTS FROM KC FIRE AND SHERIFF:

- a. Kern County Fire Department (Appleton)
- b. Kern County Sheriff's Department (Stacy)

15) REPORTS FROM THE CITY MANAGER:

16) REPORTS FROM THE CITY COUNCIL:

17) CLOSED SESSION: None

18) CLOSED SESSION ACTION: None

19) ADJOURNMENT:

This is to certify that this agenda was posted at Wasco City Hall on September 29, 2023, on/or before 6:00 p.m. The agenda is also available on the City website at www.cityofwasco.org.

Monica Flores

Monica Flores, Deputy City Clerk

All agenda item supporting documentation is available for public review on the city website www.cityofwasco.org and the office of the City Clerk of the City of Wasco, 746 8th Street, Wasco, CA 93280, during regular business hours, 8:00 am – 4:30 pm Monday through Thursday and 8:30 am – 4:30 pm Friday (closed alternate Friday's), following the posting of the agenda. Any supporting documentation related to an agenda item for an open session of any regular meeting that is distributed after the agenda is posted and prior to the meeting will also be available for review at the same location and available at the meeting. **Please remember to turn off all cell phones, pagers, or electronic devices during Council meetings.**

The City of Wasco does not discriminate on the basis of disability in the access to, provision of, or employment in its programs and activities pursuant to 29 United States Code Section 12132 and California Civil Code Section 54. Information regarding the rights provided under the Americans with Disabilities Act (ADA) may be obtained from the City Clerk's Office.

If you need special assistance to participate in this meeting, please get in touch with the City Clerk's Office at (661) 758-7215 to make reasonable arrangements to ensure accessibility to this meeting. Telephone (661) 758-7215. Requests for assistance should be made at least two (2) days in advance whenever possible.



Bill Pay

As of: September 27, 2023

WARRANTS	AMOUNTS
G091323	8,700.16
G091123	471,764.00
G2091123	725.45
H091123	654,801.75
G092023	207,445.38
G091823	54,729.45
G091923	9,650.00
G092623	6,259.74
G092723	120,821.95
G092523	40,549.97
H092723	12,400.76
W092723	629.14
A1092123	59,741.68
A2092123	150,097.00
A3092123	5,063.49
A4092123	1,625.93
A5092123	7,262.29
Grand Total	1,812,268.14

Verified By:
Finance Director

Isarel
Perez-
Hernandez
Z

Digitally signed by:
Isarel Perez-
Hernandez
DN: CN = Isarel Perez-
Hernandez email =
isperez@cityofwasco.
org C = US
Date: 2023.09.27 15:
39:09 -08'00'

WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No	DESCRIPTION	AMOUNTS
G091323	FED EX	123	8-248-80491	26146	EXPRESS SERVICES WE 090723	23.30
G091323	THE GAS COMPANY	246	083318201377 091123	26157	AUG 2023: COURTHOUSE 757 FSt/801 FSt	23.66
G091323	THE GAS COMPANY	246	08961820373 091123	26157	AUG 2023: CITY YARD F STREET	14.79
G091323	AGAPE AIR HEATING AND AIR CONDITIONING	5810	7759	26142	REPAIRS FOR AC UNIT AT ANNEX	1,995.00
G091323	AMERICAN REFUSE INC	183	283768	26143	SEPT 2023: 3YD BIN 801 8TH ST	113.96
G091323	AMERICAN REFUSE INC	183	283778	26143	AUG 2023: PRISON SCALE FEES	345.00
G091323	BAKERSFIELD TRUCK CENTER	110	GA004296531:01	26144	RFS VEH #17: SENSOR - AIR	26.11
G091323	CALLTOWER, INC	5098	201598776	26145	SEPT 2023: PHONE SERVICES	40.94
G091323	TRADICIONES MARKETS, INC	5259	370 AUG 2023	26147	370 UB PAYMENTS FOR AUGUST 2023	66.60
G091323	FREEMAN MATHIS & GARRY LLP	5980	9160133295	26148	AUG 2023: LEGAL SERVICES	363.00
G091323	GENERAL OFFICE MACHINE COMPANY	1195	21630	26149	COPIER METER READING 08/01/23-09/01/23	1,362.35
G091323	INFOMART, INC.	4345	976280	26150	BACKGROUND CHECK 08/09	49.20
G091323	JEFFRIES BROS., INC	140	134591	26151	WHITE OIL - 55 GAL DRUM	1,690.87
G091323	JUANITA MESA	5981	090723	26152	OVER PMT RFND LOAN #5109	156.43
G091323	LAV CONSULTING & ENGINEERING, INC	5693	990-11	26153	22013-2: CENTRAL PARK URBAN GREENING	1,672.00
G091323	RAUL GUITIERREZ	5979	090523	26154	REIMBURSEMENT FOR D2 CERTIFICATE	82.38
G091323	SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT	1198	S172410	26155	N SIDE POSO, PALM & BECKES: 23/24 ANNUAL PTO	290.00
G091323	SOUTHERN CALIFORNIA GAS COMPANY	1438	16493596817 090823	26156	AUG 2023: CNG FUEL	84.57
G091323	WASCO ELK LADIES	5982	091323	26158	WINE AND ROSES EVENT TICKETS	300.00

WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No	DESCRIPTION	AMOUNTS
G091323 Total						8,700.16
G091123	AMAZON CAPITAL SERVICES, INC	4968	16DN-77Y-KF7H	26159	CARD STOCK PAPER	50.40
G091123	BERCHTOLD EQUIPMENT COMPANY	4880	E00840	26160	24007: BACKHOE WATER DEPT	131,460.39
G091123	BHT ENGINEERING, INC	5134	23-299	26161	LLMD, CFDS, & PSDS 2023: 7/1/23-7/31/23	8,370.00
G091123	PG & E COMPANY	85	2867383297-9 082923	26174	WELL #14 UB 747 G ST AUGUST	27,461.47
G091123	THE BAKERSFIELD CALIFORNIAN	206	89223ad238876	26179	21003: FARM LABOR CAMP ASBESTOS ABATEMENT PRJ AD	1,037.80
G091123	THE BAKERSFIELD CALIFORNIAN	206	89223ad238729	26179	22012: DOWNTOWN STREET LIGHTING PRJ AD	998.83
G091123	BSK & ASSOCIATES, INC.	1052	AG20547	26162	WW SAMPLE TEST: 8/22/23 BOD & TSS	140.00
G091123	CINTAS CORPORATION NO. 3	4480	4165796289	26163	UNIFORM SRVCS WE 082523	455.40
G091123	CITRIX SYSTEM	5978	440000519496	26164	SHAREFILE FOR DOCUMENT SHARING	601.64
G091123	COUNTRY AUTO & TRUCK, INC.	3008	743103	26165	WATER #GENERATORS: 5 GAL OF ENGINE OIL	151.53
G091123	DIAMOND TECHNOLOGIES, INC.	2724	33898MS	26166	Agreement Annual Term Microsoft 365 August	390.00
G091123	DIAMOND TECHNOLOGIES, INC.	2724	33916	26166	Monthly IT Managed Servcs August	3,149.33
G091123	DIAMOND TECHNOLOGIES, INC.	2724	33917	26166	Monthly IT Managed Servcs August- Backup	1,719.87
G091123	DIAMOND TECHNOLOGIES, INC.	2724	34028	26166	COW SCADA	398.75
G091123	DIAMOND TECHNOLOGIES, INC.	2724	34029	26166	Informational -severity alert	181.25
G091123	DIAMOND TECHNOLOGIES, INC.	2724	34031	26166	Backup is missing SCADA2	297.50
G091123	DIAMOND TECHNOLOGIES, INC.	2724	34032	26166	Laserfiche Provider Access	181.25
G091123	DIAMOND TECHNOLOGIES, INC.	2724	34033	26166	Munis connection error	95.00
G091123	DIAMOND TECHNOLOGIES, INC.	2724	34034	26166	COW Munis Cert Error	570.00
G091123	DIAMOND TECHNOLOGIES, INC.	2724	34035	26166	Phone Line Audit	237.50
G091123	DIAMOND TECHNOLOGIES, INC.	2724	34036	26166	Sentinel One Network Quarantine	108.75
G091123	DIAMOND TECHNOLOGIES, INC.	2724	34039	26166	Billable Other Charges: Basic Support	972.00
G091123	DIAMOND TECHNOLOGIES, INC.	2724	34040	26166	Billable Other Charges: Warranty WatchGuard	2,095.00
G091123	DIAMOND TECHNOLOGIES, INC.	2724	34030	26166	Backup did not start SCADA2	72.50
G091123	GARDAWORLD	4266	20578859	26167	AUG 2023: EXCESS SERVICES	92.76
G091123	GRAYBAR	493	9333697521	26168	23028: CABLE RWAY BLK	288.27
G091123	GRAYBAR	493	9333718271	26168	23028: WALL ANGEL SPRT	81.79
G091123	JERRY AND KEITH'S	778	01 421613	26169	RFS VEH #19: WHEEL HUB ASSEMBLY	671.26
G091123	JIM BURKE FORD LINCOLN	134	1540288	26170	WTR VEH #53: TPMS SENSOR	101.82
G091123	JORGENSEN & CO.	137	6086224	26171	AUG 2023: 5410 7TH ST - INSTRUMENT CALIBRATION	290.00
G091123	ODP BUSINESS SOLUTIONS, LLC	5759	328757983001	26172	OFFICE SUPPLIES FOR SHOP: LABELING TAPE	61.49
G091123	ODP BUSINESS SOLUTIONS, LLC	5759	329056988001	26172	OFFICE SUPPLIES	154.41
G091123	PACE ANALYTICAL SERVICES, INC	5694	B481629	26173	WTR SAMPLE TEST: 8/17/23 WELL #7,8,10,11,12 CLIP	550.00
G091123	PACE ANALYTICAL SERVICES, INC	5694	B481728	26173	WTR SAMPLE TEST: 8/23/23 WELL #7,8,11,12,14 BACTER	70.00
G091123	PACE ANALYTICAL SERVICES, INC	5694	B481729	26173	WTR SAMPLE TEST: 8/23/23 BACTERIOLOGICAL	84.00
G091123	PACE ANALYTICAL SERVICES, INC	5694	B481795	26173	WTR SAMPLE TEST: 8/23/23 WELL #7,8,11,12,14 CLIP	50.00
G091123	PACE ANALYTICAL SERVICES, INC	5694	B481826	26173	WTR SAMPLE TEST: 8/25/23 WELL #7 BACTERIOLOGICAL	42.00
G091123	PACE ANALYTICAL SERVICES, INC	5694	B482006	26173	WTR SAMPLE TEST: 8/29/23 BACTERIOLOGICAL	98.00
G091123	PHIL LONG FORD OF DENVER, LLC	5872	180100	26175	5- FORD POLICE EXPLORER VEHICLES	241,075.00
G091123	RETAIL STRATEGIES, LLC	5813	902-2	26176	23027: PROFESSIONAL CONSULTING SRVCS	40,000.00
G091123	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	3054	26177	22012: DOWNTOWN STRET LIGHTING PRJ AD	220.50
G091123	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	3055	26177	21003: FARM LABOR CAMP ASBESTOS ABATEMENT PRJ AD	238.00
G091123	TAG/AMS, INC	298	2825237	26178	PRE-EMPLOYMENT URINE TEST 061623	192.85
G091123	TAG/AMS, INC	298	2825544	26178	PRE-EMPLOYMENT URINE TEST 071823	95.00
G091123	WILLBANKS ENVIRONMENTAL CONSULTING, INC.	4147	23332	26180	2023 QUARTERLY GW REPORTING	3,969.50
G091123	WITCHER ELECTRIC, INC.	3856	39935AA	26181	WELL #14: SERVICE REPAIRS	2,141.19
G091123 Total						471,764.00
G2091123	DIAMOND TECHNOLOGIES, INC.	2724	33584	26183	Billable Services: VPN Not Working	108.75

WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No	DESCRIPTION	AMOUNTS
G2091123	FREEMAN MATHIS & GARRY LLP	5980	9160109123	26184	FEBRUARY 2023: LEGAL SERVICES	231.00
G2091123	TAG/AMS, INC	298	2824848	26185	PRE-EMPLOYMENT (3) & 1 POST ACCIDENT URINE	385.70
G2091123 Total						725.45
H091123	HARTZELL GENERAL ENGINEERING CONTRACTOR	5930	23041	26182	23003: WELL #13 PROGRESS PMT #3	654,801.75
H091123 Total						654,801.75
G092023	AMAZON CAPITAL SERVICES, INC	4968	1JJN-JX3K-9LYP	26205	MONITORS FOR FINANCE	254.08
G092023	AMAZON CAPITAL SERVICES, INC	4968	19KR-X4C3-TP7W	26205	CREDIT FOR RETURN	(254.08)
G092023	AMAZON CAPITAL SERVICES, INC	4968	1PGR-4V7V-FWHD	26205	SUPPLIES FOR ROSE PARADE AND CITY HALL	494.95
G092023	AMAZON CAPITAL SERVICES, INC	4968	1LCL-HVL3-1V9F	26205	CREDIT FOR RETURN COOLING TOWELS	(27.58)
G092023	AMAZON CAPITAL SERVICES, INC	4968	1L3N-7MVD-RYQW	26205	CREDIT FOR RETURN BACK SUPPORT	(117.46)
G092023	AMAZON CAPITAL SERVICES, INC	4968	1MJ3-HN43-64GQ	26205	CREDIT RETURNED PODIUM	(101.74)
G092023	AMAZON CAPITAL SERVICES, INC	4968	1PNK-GGCM-1FMT	26205	CREDIT FOR SELLER PROCESSING FEE	(86.60)
G092023	FED EX	123	8-255-76879	26217	EXPRESS SERVICES 091423	23.45
G092023	PG & E COMPANY	85	0257904856-8 091123	26223	UB 2692 GRAPEVINE LN	14.48
G092023	PG & E COMPANY	85	2114713176-3 091423	26223	UB TRACT 7311 SAN ARDO	26.48
G092023	PG & E COMPANY	85	27602756-0 091523	26223	UB 603 PALM AVE HS CROSSWALK	21.65
G092023	PG & E COMPANY	85	29914925-3 091323	26223	UB 810 8TH ST COURTHOUSE	1,025.34
G092023	PG & E COMPANY	85	3433412189-3 091323	26223	UB 25' N/O FILBURN/BECKES	7.82
G092023	PG & E COMPANY	85	4460001408-6 090723	26223	UB CENTRAL & HWY 46 NW	114.75
G092023	PG & E COMPANY	85	5415504019-6 090623	26223	UB CENTRAL & HWY 46 FLASHING	12.61
G092023	PG & E COMPANY	85	8043623467-0 091423	26223	UB SE CORNER OF POPLAR & MARGALO	33.41
G092023	PG & E COMPANY	85	8365871756-2 091423	26223	UB ANNEX PARKING LIGHT	13.17
G092023	PG & E COMPANY	85	8702724701-01 090823	26223	UB AGRICULTURE	345.67
G092023	PG & E COMPANY	85	516195239-3 091323	26223	AUG 23: WELL #12 MCCOMBS & GRIFFITH SE	47,847.63
G092023	AMERICAN REFUSE INC	183	283974	26206	SEPT 2023: RECYCLE CARTS RESIDENTIAL	39,458.06
G092023	BSK & ASSOCIATES, INC.	1052	AG20897	26208	WW SAMPLE TEST: 8/24/23 BOD & TSS	140.00
G092023	CINTAS CORPORATION NO. 3	4480	4166529748	26212	UNIFORM SRVCE WE 090123	371.18
G092023	AFLAC	108	208790	26204	SEPT 2023: INS PREMIUM	417.30
G092023	BLUE LINE SOLUTIONS, INC	5910	1270	26207	BACKGROUND INVESTIGATION	2,150.00
G092023	BLUE LINE SOLUTIONS, INC	5910	1272	26207	BACKGROUND INVESTIGATION	2,150.00
G092023	BLUE LINE SOLUTIONS, INC	5910	1271	26207	BACKGROUND INVESTIGATION	2,150.00
G092023	CHARLES FIVECOAT	5985	091523	26209	REIMBURSEMENT FBI CONFERENCE	2,078.35
G092023	CHARLES FIVECOAT	5985	091823	26209	REIMBURSEMENT KERN FIRE CHIEF'S CONFERENCE	536.10
G092023	CHARTER COMMUNICATIONS	68	167751301090723	26210	AUG 2023: INTERNET SRVCS FOR COW	125.22
G092023	CHARTER COMMUNICATIONS	68	168679001090723	26210	AUG 2023: INTERNET SRVCS SHERIFF SUB	202.96
G092023	CHESTER AVENUE BRAKE	211	01P50163	26211	TOOL #GENERAL: TIRE DEMOUNTING TOOL	171.25
G092023	CHESTER AVENUE BRAKE	211	01P50160	26211	RFS VEH #21: ABS VALVE, RELAY VALVE, AIR HOSE	453.15
G092023	CIVICPLUS, LLC	5167	#271600	26213	ANNUAL FEES 09/04/23 - 09/03/23	4,989.90
G092023	CLARK PEST CONTROL	117	33942978	26214	SEPT 2023: 5409 7TH ST PEST CONTROL SERVICE	59.00
G092023	CLARK PEST CONTROL	117	33943060	26214	SEPT 2023: 5410 7TH ST PEST CONTROL SERV	59.00
G092023	CODE PUBLISHING COMPANY	2775	gc0011972	26215	ORDINANCE 722,722A,723	505.00
G092023	DEPARTMENT OF JUSTICE	1668	680379	26216	AUG 2023: FINGERPRINTS	164.00
G092023	GRANICUS LLC	5919	171041	26218	ANNUAL BILLING 09/01/23-08/31/23 COUNCIL STREAMING	18,425.40
G092023	KERN COUNTY WASTE MANAGEMENT DEPT.	19	36768-IN	26219	AUG 2023: STSWP FEES	2,703.94
G092023	KERN COUNTY WASTE MANAGEMENT DEPT.	19	36797-IN	26219	AUG 2023: WSP LANDFILL FEES	979.99
G092023	LACAL EQUIPMENT INC.	4673	0396769-IN	26220	RFS VEH #17: BRACKETS & PONY MOTOR BELT	402.62
G092023	MARTIN, PARIS, AND MULLINS LLC	5976	#2023-014-697	26221	BACKGROUND INVESTIGATION	900.00
G092023	MARTIN, PARIS, AND MULLINS LLC	5976	#2023-013-697	26221	BACKGROUND INVESTIGATION	1,800.00

WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No	DESCRIPTION	AMOUNTS
G092023	PETTY CASH/ANNEX	88	PETTY CASH/ANNEX9/23	26222	PETTY CASH AUG 2023 FOR FINANCE DEPT	120.07
G092023	PLUMBERS DEPOT, INC.	2423	PD-54485	26224	24005: CAMERA UNIT FOR INSPECTION	64,160.54
G092023	PRINCIPAL LIFE INSURANCE COMPANY	5862	1168207-10001 091723	26225	OCT 2023: INS PREMIUM VISION-DENTAL-LIFE	7,751.04
G092023	ROADLINE PRODUCTS INC.	3189	19047	26226	MATERIAL FOR PAINTING CROSSWALKS & STOP BARS	395.63
G092023	ROBERT HALF	4814	62522885	26227	TEMP X.NIETO WE 090123	1,462.66
G092023	ROBERT HALF	4814	62560522	26227	TEMP X.NIETO WE 090823	1,232.25
G092023	THE HOME DEPOT PRO	5006	762562544	26228	JANITORIAL SUPPLIES FOR ALL DEPTS	671.11
G092023	UNIVERSAL URGENT CARE & OCCUPATIONAL MEDICINE	5268	EM015687	26229	PHYSICAL POST-OFFER 090823	45.00
G092023	WASCO HARDWARE & AG LLC	4864	2309-039706	26230	PAINT FOR BINS	303.52
G092023	YOLANDA TINAJERO	5975	090923	26231	TRAVEL EXPENSE REIMBURSEMENT TTC	263.11
G092023 Total						207,445.38
G091823	AMAZON CAPITAL SERVICES, INC	4968	1KLK-VYQV-4H47	26187	MATERIALS FOR ROSE FESTIVAL BOOTH	59.53
G091823	AMAZON CAPITAL SERVICES, INC	4968	1L31-TQVC-J1VJ	26187	CHAIR FOR CITY CLERK	205.66
G091823	AMAZON CAPITAL SERVICES, INC	4968	1MT6-QJWP-K64Y	26187	PRIZES FOR ROSE FESTIVAL BOOTH	151.28
G091823	AMAZON CAPITAL SERVICES, INC	4968	1P9C-JF9X-D14F	26187	BATTERIES FOR CITY VEHICLES GATE REMOTES	19.54
G091823	AMAZON CAPITAL SERVICES, INC	4968	1RX7-XJ77-K7FK	26187	MATERIAL FOR CENTRAL AVE PARK CEREMONY	382.21
G091823	AMAZON CAPITAL SERVICES, INC	4968	1VYG-N34X-GHYD	26187	CORK BOARD FOR TRANSIT	96.21
G091823	AMAZON CAPITAL SERVICES, INC	4968	1WF6-Q7CH-9WJM	26187	CANDY FOR ROSE FESTIVAL	65.98
G091823	AMAZON CAPITAL SERVICES, INC	4968	1XTQ-CDHD-M9TT	26187	RECEIPT BK FOR CITY HALL	54.08
G091823	AMAZON CAPITAL SERVICES, INC	4968	1YKK-H4VY-KQWG	26187	DECORATIONS FOR ROSE PARADE FLOAT	21.62
G091823	AMAZON CAPITAL SERVICES, INC	4968	19JM-RPVP-4QXY	26187	CANDY AND SUPPLIES FOR ROSE PARADE	282.56
G091823	BHT ENGINEERING, INC	5134	23-343	26188	JOB#23800.07 ANNEXATION 41	1,215.00
G091823	BHT ENGINEERING, INC	5134	23-344	26188	22012-3: DOWNTOWN PROJECT DEES RECORDATION FEES	312.00
G091823	FREEMAN MATHIS & GARRY LLP	5980	9160112321	26190	LEGAL SERVICES	858.00
G091823	JEFFRIES BROS., INC	140	134367CT	26192	AUG 2023: FUEL SERVICES	18,006.43
G091823	JORGENSEN & CO.	137	6086223	26193	MATERIAL #GENERAL: INSTRUMENT CALIBRATIONS	115.00
G091823	ODP BUSINESS SOLUTIONS, LLC	5759	329927605001	26196	FINANCE OFFICE SUPPLIES	125.06
G091823	DANIEL R LOMELI	5987	083023	26189	OVER PMT RFND FOR RCYCL CONTAINER	40.00
G091823	HOLLOWAY ENVIRONMENTAL SOLUTIONS, LLC.	2651	#INV-HES-2450	26191	AUG 2023: BIOSOLID LOADS	2,094.25
G091823	KERN COUNTY WASTE MANAGEMENT DEPT.	19	LANDFILL AUG 2023	26194	AUG 2023: LANDFILL FEES	18,868.39
G091823	MARY VALENTI	5984	083023	26195	PRE-EMPLOYMENT EVALUATION	2,000.00
G091823	RICHARDS, WATSON, GERSHON A PROFESSIONAL	3343	243960	26197	JUNE 2023: LEGAL SERVICES	1,000.00
G091823	ROBERT HALF	4814	62494343	26198	TEMP X.NIETO WE 082523	1,158.40
G091823	T-MOBILE	4899	964042089	26199	CELL PHONE SRVCS 072123-082023	1,416.95
G091823	UNIVERSAL URGENT CARE & OCCUPATIONAL MEDICINE	5268	EM013693	26200	PHYSICAL POST-OFFER	45.00
G091823	VERIZON WIRELESS SERVICE LLC	4237	9942930463	26201	CELL PHONES & IPADS 07/26-08/25	1,378.80
G091823	WASCO VETERINARY CLINIC	4770	AUGUST 2023	26202	AUG 2023: VET SERVICES	1,705.00
G091823	WILLIAM C. STATLER	5136	NO.13 AUG 2023	26203	AUG 2023: PROF SRVCS/PER AGRMNT2021-037	3,052.50
G091823 Total						54,729.45
G091923	WILLDAN FINANCIAL SERVICES	5894	10-54821	26186	22028: DEVELOPMENT IMPACT FEE STUDY	9,650.00
G091923 Total						9,650.00
G092623	TOTAL SECURITY SOLUTIONS, INC	5957	1024711	26236	23028: PD REMODEL WINDOWS/DOOR/PANELS #2	6,259.74
G092623 Total						6,259.74
G092723	AMAZON CAPITAL SERVICES, INC	4968	1DHD-CT1G-36YR	26253	OFFICE SUPPLIES FOR HR	14.06
G092723	AMAZON CAPITAL SERVICES, INC	4968	1K43-WJ9D-1Y49	26253	OFFICE SUPPLIES FOR HR	14.36
G092723	AMAZON CAPITAL SERVICES, INC	4968	1LC7-ND79-NM9G	26253	DOCKING STATION FOR PD	49.77
G092723	AMAZON CAPITAL SERVICES, INC	4968	19W7-V9TR-1QLQ	26253	MONITORS AND DOCKING STATION FOR PD	502.90
G092723	AMAZON CAPITAL SERVICES, INC	4968	1RY1-JJRP-67WK	26253	PRIVACY INSERTS FOR FENCE & PACK OF GLOVES	236.01
G092723	FED EX	123	8-263-68401	26260	FREIGHT SRVCS WE 092123	23.40

WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No	DESCRIPTION	AMOUNTS
G092723	PG & E COMPANY	85	5704189-5 091823	26270	UB MULTIPLE LOCATIONS 091823	55,430.84
G092723	PG & E COMPANY	85	0705182385-9 091823	26270	UB 501 F ST CNG STATION	152.71
G092723	PG & E COMPANY	85	2053318492-3 091923	26270	UB WATER WELL #8	3,548.80
G092723	THE GAS COMPANY	246	08207136329 091523	26277	MULTIPLE ADDRESSES 0810-0911	168.81
G092723	BSK & ASSOCIATES, INC.	1052	AG21921	26255	WW SAMPLE TEST: 9/5/23 BOD, EC, TDS, NITROGEN	305.00
G092723	BSK & ASSOCIATES, INC.	1052	AG21302	26255	WW SAMPLE TEST: 8/29/23 BOD & TSS	140.00
G092723	BSK & ASSOCIATES, INC.	1052	AG21477	26255	WW SAMPLE TEST: 8/31/23 BOD & TSS	140.00
G092723	CINTAS CORPORATION NO. 3	4480	4167177498	26256	UNIFORM SRVCS WE 090823	447.11
G092723	JIM BURKE FORD LINCOLN	134	1543709	26262	DAR #60: SUSPENSION WHEEL SPINDLE & BEARINGS	492.63
G092723	PACE ANALYTICAL SERVICES, INC	5694	B482089	26269	WTR SAMPLE TEST: 8/24/23 DRINKING CLIP	770.00
G092723	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	3068	26276	LEGAL AD: ORDINANCE 725	77.00
G092723	CIVICPLUS, LLC	5167	275484	26259	ANNUAL SUBSCRIPTION PD DOMAIN	429.59
G092723	KERN COUNTY WASTE MANAGEMENT DEPT.	19	LANDFILL SEPT 2023	26265	SEPT 2023: LANDFILL FEES	18,757.96
G092723	PLUMBERS DEPOT, INC.	2423	PD-54486	26271	ROOT CUTTER NOZZLE TO CLEAN STORM DRAINS	3,275.03
G092723	ROBERT HALF	4814	62580841	26274	TEMP X.NIETO WE 091523	1,158.40
G092723	THE HOME DEPOT PRO	5006	764429130	26278	JANITORIAL SUPPLIES FOR ALL DEPTS	58.23
G092723	ALEXANDER'S CONTRACT SERVICES, INC.	3828	202309140590	26252	9/11/23-9/14/23 READING METER SERVICES	6,619.52
G092723	ANG REGION 1, LLC	5116	7501	26254	AUG 2023: CNG FUELING	7,495.67
G092723	CITY OF WASCO-UB PAYMENTS	1875	751301	26257	UB 810 8TH ST (LF)	122.16
G092723	CITY OF WASCO-UB PAYMENTS	1875	751303	26257	UB 801 8TH ST	89.64
G092723	CITY OF WASCO-UB PAYMENTS	1875	751348	26257	UB 1445 12TH STREET (SAL)	92.16
G092723	CITY OF WASCO-UB PAYMENTS	1875	751734	26257	UB 800 BLK CENTRAL	89.64
G092723	CITY OF WASCO-UB PAYMENTS	1875	751737	26257	UB 1100 CENTRAL AVE LLMD	110.27
G092723	CITY OF WASCO-UB PAYMENTS	1875	751739	26257	UB 1500 BLK OF CENTRAL	200.05
G092723	CITY OF WASCO-UB PAYMENTS	1875	751915	26257	UB 764 E STREET (ANNEX)	92.16
G092723	CITY OF WASCO-UB PAYMENTS	1875	751988	26257	UB 847 F STREET (PW SHOP)	255.01
G092723	CITY OF WASCO-UB PAYMENTS	1875	752029	26257	UB 1300 BLK FILBURN	287.65
G092723	CITY OF WASCO-UB PAYMENTS	1875	752462	26257	UB NW MAPLE/MARGALO LLMD 2006-	89.64
G092723	CITY OF WASCO-UB PAYMENTS	1875	752463	26257	UB MAPLE/GROMER LLMD 2006-1	89.64
G092723	CITY OF WASCO-UB PAYMENTS	1875	752514	26257	UB 2700 BLK MONDAVI CT	89.64
G092723	CITY OF WASCO-UB PAYMENTS	1875	752587	26257	UB 1500 BLOCK OF PALM	89.64
G092723	CITY OF WASCO-UB PAYMENTS	1875	752598	26257	UB 2100 BLK PALM	89.64
G092723	CITY OF WASCO-UB PAYMENTS	1875	752600	26257	UB 400 N BLOCK OF PALM LLMD 2006-1	89.64
G092723	CITY OF WASCO-UB PAYMENTS	1875	752602	26257	UB 1700 BLK OF PALM #A	307.02
G092723	CITY OF WASCO-UB PAYMENTS	1875	752630	26257	UB 1200 BLK PECAN ST	89.64
G092723	CITY OF WASCO-UB PAYMENTS	1875	752633	26258	UB PENELOPE LLMD 2006-1	89.64
G092723	CITY OF WASCO-UB PAYMENTS	1875	752714	26258	UB 1700 BLK POPLAR	89.64
G092723	CITY OF WASCO-UB PAYMENTS	1875	752715	26258	UB 1700 BLK POPLAR #A	89.64
G092723	CITY OF WASCO-UB PAYMENTS	1875	752776	26258	UB 2500 BLK OF POSO DR. LLMD6-	89.64
G092723	CITY OF WASCO-UB PAYMENTS	1875	752780	26257	UB 2700 BLK OF POSO AVE LLMD06	129.82
G092723	CITY OF WASCO-UB PAYMENTS	1875	752811	26257	UB PALM N. PROSPERITY 2006-1	161.68
G092723	CITY OF WASCO-UB PAYMENTS	1875	752958	26257	UB 1700 BLK OF MARGALO	128.19
G092723	CITY OF WASCO-UB PAYMENTS	1875	753189	26258	UB 1300 BLK OF WILLOW	89.64
G092723	CITY OF WASCO-UB PAYMENTS	1875	756528	26258	UB 810 8TH ST (LF)	15.80
G092723	CITY OF WASCO-UB PAYMENTS	1875	756565	26258	UB 764 E STREET (ANNEX) (LF)	57.93
G092723	HERMOSILLO, CARLOS	5128	092623	26261	REIMBURSEMET FOR PD CAR WASH	9.00
G092723	JOHN KULAR CONSULTING	3734	1377	26263	24009: SEWER MASTER PLAN: - SEPT 2023	5,350.00
G092723	KERN COUNTY DISTRICT ATTORNEY'S OFFICE	5992	091923	26264	CONFIDENTIAL	3,653.10
G092723	MERAKI CONSTRUCTION INC.	5990	125	26266	22012-2: DOWNTOWN ART MURAL #2	1,500.00

WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No	DESCRIPTION	AMOUNTS
G092723	MERAKI CONSTRUCTION INC.	5990	124	26266	22012-2: DOWNTOWN ART MURAL #1	1,500.00
G092723	NEW YORK LIFE INSURANCE COMPANY	4733	YMH20231003	26267	SEPT 2023: INS PREMIUM	270.00
G092723	O'REILLY AUTO ENTERPRISES, LLC	4230	4936-150901	26268	STR #78: OIL & AIR FILTER	55.71
G092723	QUADIENT FINANCE USA,INC	1844	5408 AUG 2023	26272	AUG 2023: POSTAGE	250.00
G092723	READYREFRESH BY NESTLE	4027	2310018613430	26273	8/15/23-9/14/23: 5410 7TH ST - PORTABLE WTR SERV	191.88
G092723	ROYAL INDUSTRIAL SOLUTIONS	711	0332-1081334	26275	21034 & 23022: EV CHARGING STATION SWITCH GEAR	1,585.86
G092723	UNIVAR USA INC	111	51447024	26279	WELL #14: 747 G ST LIQUID CHLORINE	725.55
G092723	UNIVAR USA INC	111	51447025	26279	WELL #12: MCCOMBS: ANNIN & PALM LIQUID CHLORINE	1,615.09
G092723	WASCO T-SHIRTS PRINTING	497	9028	26280	MATERIAL #GENERAL: 100 QT: BLACK VINYL NUMBERS	155.88
G092723	ZEE MEDICAL SERVICE CO. #34	238	34-201519	26281	AED BATTERY REPLACEMENT AT PW OFFICE	218.61
G092723	ZEE MEDICAL SERVICE CO. #34	238	34-201520	26281	AED BATTERY REPLACEMENT FOR AC SHELTER	218.61
G092723 Total						120,821.95
G092523	AMAZON CAPITAL SERVICES, INC	4968	1HND-6JYT-JFWK	26238	23016: NETWORK CONNECTION COURTHOUSE	276.33
G092523	AMAZON CAPITAL SERVICES, INC	4968	1CHW-97XP-61KN	26238	PD- COMPUTER PORT REPLICATOR	49.77
G092523	AMAZON CAPITAL SERVICES, INC	4968	1JXM-TQD9-KDT1	26238	23016: WASTEWATER POINT 2 POINT	87.87
G092523	AMAZON CAPITAL SERVICES, INC	4968	1RP6-R99N-D463	26238	OFFICE SUPPLIES FOR HR	20.02
G092523	AMAZON CAPITAL SERVICES, INC	4968	17KH-YXFY-37Q7	26238	23016: COURTHOUSE NETWORK CONNECTION	149.67
G092523	AMAZON CAPITAL SERVICES, INC	4968	1K7P-1NKT-19YW	26238	MULCHING BLADES, SOLUTIONS SURFACTANT, & V BELT	290.21
G092523	AMAZON CAPITAL SERVICES, INC	4968	1L31-TQVC-HKLN	26238	UNIVERSAL VEST HARNESS & FALL PROTECTION HOOKS	353.80
G092523	AMAZON CAPITAL SERVICES, INC	4968	1NHL-QFHN-CKCC	26238	2 QT: HIGH VIS JACKET FOR STAFF MEMBERS	115.24
G092523	AMAZON CAPITAL SERVICES, INC	4968	1RNW-77CW-K1TL	26238	EXTENSION CORD FOR WELDING MACHINE & PLUG	216.13
G092523	AMAZON CAPITAL SERVICES, INC	4968	1T1D-RL76-CR7T	26238	1 QT: CASE FOR IPAD HEAVY DUTY	23.37
G092523	AMAZON CAPITAL SERVICES, INC	4968	1VDD-7GXX-3GN3	26238	1 QT: WELDING BOOT & SHOE COVER	19.12
G092523	AMAZON CAPITAL SERVICES, INC	4968	1X3V-N49M-DY44	26238	1 QT: INK COMBO FOR PRINTER	34.94
G092523	AMAZON CAPITAL SERVICES, INC	4968	1X64-GMPW-DJK4	26238	2 QT: RAIN BOOTS FOR DAILY OPERATIONS AT WWTP	53.99
G092523	PG & E COMPANY	85	0008226537-2	26246	22014: PG&E ADVANCE FOR PROJECT	3,000.00
G092523	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	3053	26248	AD: JOB RECRUITMENT	84.00
G092523	MARTIN, PARIS, AND MULLINS LLC	5976	#2023-010-697	26245	BACKGROUND INVESTIGATION	4,600.00
G092523	CORE & MAIN LP	4704	T342487	26239	WATER MAIN REPAIR ON POSO & 43	1,789.33
G092523	CORE & MAIN LP	4704	T46916	26239	3" BOLT COUPLERS FOR STOCK	438.41
G092523	DEE JASPAR AND ASSOCIATES, INC	378	23-00869	26240	CONFLICT 8001 - AUG 2023	10,857.43
G092523	FASTENAL COMPANY	3221	CABAE24147	26241	SUPPLIES FOR DAILY OPERATIONS AT WWTP	751.38
G092523	GOLDEN EMPIRE CONCRETE SALES	2574	314633	26242	22013-1: BACKFILL SLURRY SEPTIC & MANHOLE	1,330.40
G092523	HINDERLITER DELLAMAS & ASSOCIATES	1184	SIN026317	26243	Q3 CONTRACT SRVC-SALES TAX & AUDIT SRVC-SALES	1,731.03
G092523	HINDERLITER DELLAMAS & ASSOCIATES	1184	SIN026559	26243	20162:Q3 AUDIT/CONTRACT SRVCS TRANSACTION TAX	424.63
G092523	KRAZAN & ASSOCIATES, INC.	74	B628020-22774	26244	21014: CMAQ PALM AVE FOR MATERIAL TESTING	7,136.00
G092523	READYREFRESH BY NESTLE	4027	03H0033487406	26247	7/27/23-8/26/23: 5409 7TH ST - PORTABLE WTR SERV	49.67
G092523	SUNBELT RENTALS, INC	1599	141725285-0001	26249	WELL #10: PIPE ROAD CROSSING RENTAL	120.16
G092523	SUNBELT RENTALS, INC	1599	141725285-0002	26249	WELL #10: PIPE ROAD CROSSING RENTAL	5,784.04
G092523	UNDERGROUND SERVICE ALERT	167	23USB132390	26250	7/1/23-6/30/24: CA STATE FEE FOR REGULATORY COSTS	330.03
G092523	US POSTAL SERVICE - BOX SECTION	4240	2023 POBOX612800	26251	RENEWAL FOR PO BOX 612800	433.00
G092523 Total						40,549.97
H092723	DEE JASPAR AND ASSOCIATES, INC	378	23-00868	26237	23003: WELL #13 EQUIPPING AUG 2023	12,400.76
H092723 Total						12,400.76
W092723	NBS GOVERNMENT FINANCE GROUP	2458	202309-2845	2419	SEPT 2023:DISTRICT 91-2B,93-1,PROFESSIONAL SRVCS	629.14
W092723 Total						629.14
A1092123	BLUE SHIELD OF CALIFORNIA	3591	232560034245	5366	OCT 2023: INSURANCE PREMIUM	59,741.68
A1092123 Total						59,741.68
A2092123	CSJVRMA	78	RMA 2024-0134	5367	2023/2024 2nd QTR DEPOSITS	150,097.00

WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No	DESCRIPTION	AMOUNTS
A2092123 Total						150,097.00
A3092123	NAVIA BENEFIT SOLUTIONS	5664	090523	5368	WEEKLY MEDICAL RUN 090523	5,063.49
A3092123 Total						5,063.49
A4092123	NAVIA BENEFIT SOLUTIONS	5664	091123	5369	WEEKLY MEDICAL RUN 091123	1,625.93
A4092123 Total						1,625.93
A5092123	NAVIA BENEFIT SOLUTIONS	5664	091823	5370	MEDICAL CHECK RUN 091823	7,262.29
A5092123 Total						7,262.29
Grand Total						1,812,268.14

MINUTES
WASCO CITY COUNCIL
and Successor Agency to the
Former Redevelopment Agency
Tuesday, September 19, 2023
Regular Meeting – 6:00 p.m.
City Council Chambers
746 8th Street, Wasco, CA 93280

REGULAR MEETING – 6:00 pm

- 1) **CALL TO ORDER:** Mayor Martinez
Mayor Martinez called the meeting to order at 6:00 p.m.
- 2) **ROLL CALL:** Mayor Martinez, Mayor Pro Tem Garcia, Council Members: Medina, Reyna, Saldaña
PRESENT: Mayor Martinez, Mayor Pro Tem Garcia, Council Members: Medina, Reyna, Saldaña

STAFF PRESENT: City Manager Hurlbert, City Attorney Tom Schroeter, Assistant City Manager Lara, Deputy City Clerk Flores, Deputy City Clerk Tinajero, Community Development Director Cobb, Public Works Direct Villa, Chief of Police Fivecoat, Finance Director Perez-Hernandez, Kern County Fire Chief Appleton

- 3) **FLAG SALUTE:** led by Mayor
- 4) **INVOCATION:** by Paul Hernandez, Freewill Baptist Church
- 5) **PRESENTATIONS:** None
- 6) **PUBLIC COMMENTS:** None
Deputy City Clerk Tinajero mentioned there were no email comments for this item or any other item on this agenda
- 7) **SUCCESSOR AGENCY BUSINESS:** None
- 8) **WASCO PUBLIC FINANCE AUTHORITY BUSINESS:** None

CITY COUNCIL BUSINESS:

9) CONSENT CALENDAR:

The Consent Calendar consists of items that, in the staff's opinion, are routine and non-controversial. These items are approved in one motion unless a Council Member or member of the public requests the removal of a particular item.

- a. Receive and File department payments totaling \$59,574.61

- b. Approval of City Council Minutes for:
 - 1. June 15, 2023, Special Meeting
 - 2. June 20, 2023, Regular Meeting
 - 3. July 18, 2023, Regular Meeting
 - 4. September 5, 2023, Regular Meeting
- c. Approval of Travel Expenses Exceeding \$500.00 for the Police Records Administrator to attend the CLEARs (CA Law Enforcement Association of Records Supervisors) Training Seminar on November 6-11, 2023, in Ventura, California., and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.
- d. Approval of Travel Expenses Exceeding \$500.00 per trip for the Human Resources Manager to attend the Community Emergency Response Team (CERT) Training-the-Trainer Training Course on September 25 - 27, 2023 at Orange Coast College in Costa Mesa, California, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.
- e. Adopt a Resolution Approving the 2023 Title VI Compliance Plan for the City of Wasco Dial-a-Ride, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.
Reso#2023-3965
- f. Adopt a Resolution Authorizing the City Manager or Designee to approve a Budget Amendment to the Adopted FY 2023-2024 Operating Budget of \$19,000.00 for the Granicus Annual Billing, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.
Reso#2023-3966

No Conflict of Interest on the consent calendar for any of the Council members.
No public comments.

Motion was made by Mayor Martinez, **seconded** by Council Member Medina, to approve the Consent Calendar by the following roll call vote:

AYES:	MARTINEZ, GARCIA, MEDINA, REYNA, SALDAÑA
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

10) PUBLIC HEARINGS: None

11) DEFERRED BUSINESS: None

12) NEW BUSINESS:

- a. Adopt a Resolution Authorizing the City Manager or Designee to Finalize and Execute a Purchase Agreement with Axon Enterprises, Inc. for body camera and Taser equipment for the Wasco Police Department, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Reso#2023-3967

Oral report by City Manager Hurlbert.
No public comments.

Motion was made by Council Member Reyna, **seconded** by Mayor Martinez, to adopt a Resolution by the following roll call vote:

AYES:	MARTINEZ, GARCIA, MEDINA, REYNA, SALDAÑA
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

- b. Adopt a Resolution Approving the Amended Salary Schedule for the Fiscal Year 2023-2024 in Compliance with the California Public Employees' Retirement System (CalPERS) Requirement for Publicly Available Pay Schedules, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Reso#2023-3968

Oral presentation by City Manager Hurlbert.
No public comments.

Motion was made by Mayor Pro Tem Garcia, **seconded** by Council Member Medina, to adopt a Resolution by the following roll call vote:

AYES:	MARTINEZ, GARCIA, MEDINA, REYNA, SALDAÑA
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

13) REPORTS FROM COMMISSIONS AND COMMITTEES:

- a. Kern Economic Development Corporation (Garcia)
Council Member Garcia - Attended the Kern EDC 35th Annual Dinner on Thursday, September 14, 2023. The next meeting date will be TBA at Bakersfield College.
- b. Kern Council of Government (Reyna)
Council Member Reyna – Reported on multiple items from the Kern Cog meeting.
- c. Wasco Task Force (Reyna & Medina)
No reports.

14) REPORTS FROM KC FIRE AND SHERIFF:

- a. Kern County Fire Department (Appleton)
Chief Appleton gave a recent fire report.
- b. Kern County Sheriff's Department (Stout)
No reports - Sergeant Stout absent.

15) REPORTS FROM THE CITY MANAGER:

City Manager Hurlbert updated the council on the following:

- Kern County Fair Senior Day Friday, September 22, 2023 - Dial A Ride will transport 18 local seniors in collaboration with Wasco Parks and Recreation District and they will provide the sack lunch
- October 21, 2023, Community Clean-up event to be held at Barker Park – 9:00 a.m. to 12:00 p.m. Volunteers needed.
- The SNIP event will be on September 20, 2023, from 8:00 a.m. to 12:00 p.m. at the Old Courthouse.
- There was an oath of office for the Senior Dispatch for the Police Department today.
- Next week, three sworn officers will begin working for the Wasco Police Department, with an informal oath of office and a badge pinning to be coordinated with our council meeting and for every sworn officer that will be hired.
- Auditors will distribute a questionnaire to Council members on September 20, 2023.

16) REPORTS FROM THE CITY COUNCIL:

Mayor Pro Tem Garcia:

- Requested if staff had received feedback from SNIP organizers regarding the transition to half-day and the no-shows.
- The Community Action Partnership of Kern CAPK workshop was successful, and individuals and families from Wasco and surrounding areas of Kern were assisted with their accounts.
- The Open-Door Network is hosting a domestic violence awareness month event on October 11, 2023, at 6:00 p.m., with the location to be announced. The invitation is open to everyone to participate.

Council Member Reyna:

- Attended the Evening of Wine and Roses event on September 8, 2023.
- Invited Assembly Member Dr. Jasmeet Baines and Senator Melissa Hurtado to attend the Wasco Rose Festival Parade to join the council members to ride on the fire truck.
- Attended the Kern EDC 35th Annual Dinner on Thursday, September 14, 2023.
- Vaccination clinic on September 10, 2023; 34 people received the COVID-19 vaccination, 25 people received the flu vaccine, 59 total people vaccinated, 26 Wasco residents obtained a \$50 visa card, and 8 non-Wasco residents obtained \$50 from our partners.

- He was approached by the Lideres Campesinas of North Kern for having a proclamation to proclaim October as Domestic Violence Awareness month for the October 17, 2023 council meeting.

Mayor Martinez:

- Thanked Hall Ambulance for attending the council meeting.
- Congratulated the new Wasco Rose Queen Esmeralda Rodriguez.

17) CLOSED SESSION: None

18) CLOSED SESSION ACTION: None

19) ADJOURNMENT:

Mayor Martinez adjourned the meeting at 6:38 p.m.

Monica Flores, Deputy City Clerk

Vincent Martinez, Mayor



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Luis Villa, Public Works Director

DATE: October 3, 2023

SUBJECT: Adopt a Resolution Authorizing the City Manager or designee to finalize and enter into an Agreement for Preventative Maintenance Services of the City's Generators with Duthie Power Services for an Estimated Annual Amount of \$35,092.94.

Recommendation:

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or designee to finalize and enter into an Agreement for Preventative Maintenance Services of the City's Generators with Duthie Power Services for an Estimated Annual Amount of \$35,092.94, and
- 2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c)(3), no environmental review is required.

Environmental Review:

The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:

To ensure that the City's eleven generators remain in good working condition, the City wishes to hire Duthie Power Services to provide regular preventative maintenance services. These generators serve as backup power for important facilities throughout the City, including well sites, the wastewater treatment plant, and sanitary sewer lift stations. The maintenance agreement with Duthie Power will include biannual generator inspections, annual full service, and a 2-hour load test to simulate a power outage. The Agreement for Services outlines the scope of services covered for two years, with an

option to extend for a third year. The bill will be charged to the impacted department's professional services budget.

Fiscal Impact:

The equipment maintenance is estimated to cost \$35,092.94 annually, plus applicable taxes to be charged to the benefiting department's professional services budget.

Attachments:

1. Resolution
2. Attachment A -- Duthie Power Estimate
3. Agreement

RESOLUTION NO. 2023 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO TO ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER OR DESIGNEE TO FINALIZE AND APPROVE AN AGREEMENT FOR PREVENTATIVE MAINTENANCE SERVICES OF THE CITY'S GENERATORS WITH DUTHIE POWER SERVICES FOR AN ESTIMATED ANNUAL AMOUNT OF \$35,092.94.

WHEREAS, the City wishes to contract with Duthie Power Services. to perform routine maintenance services on the City's generators; and

WHEREAS, the services provided are described in the agreement, attached as Exhibit "A"; and

WHEREAS, said Agreement has been made in the form and manner prescribed by the City of Wasco Municipal Code and the California Public Contract Code; and,

WHEREAS, Duthie Power Services. and the City each acknowledge that each party and their respective legal counsel have reviewed the Agreement; and,

WHEREAS, the Agreement shall be governed by and construed in accordance with the laws of the State of California; and,

WHEREAS, Duthie Power Services. shall maintain all worker's compensation insurance where and, in the amounts, required by law and comprehensive general public liability insurance as outlined in the agreement.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Wasco as follows:

SECTION 1: Approves the agreement with Duthie Power Services.

SECTION 2: Authorizes the City Manager or designee to finalize, enter and execute an agreement with Duthie Power Service for preventative maintenance services of the city's generators for an estimated annual amount of \$35,092.94.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2023 - _____ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on October 3, 2023, by the following vote:

COUNCIL MEMBERS: MARTINEZ, GARCIA, MEDINA, REYNA, SALDAÑA
AYES:
NOES:
ABSTAIN:
ABSENT:

VINCENT MARTINEZ,
MAYOR of the City of Wasco

Attest: _____

MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco



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2023-08-29

City Of Wasco
801 8th St.
Wasco, CA 93280

Attention: Alberto Martinez, Deputy Public Works / Director of Water Utilities

Subject: **Emergency Power Generator Preventative Maintenance Service Quotation**

To authorize service, please sign and date the Scheduled Service Agreement page and fax or email it back to my attention. In lieu of the service agreement, you may fax a signed purchase order. Verbal orders are not normally acceptable. If the emergency back up unit will not start during a scheduled service and/or if the technician is unable to access the unit the visit will turn into a service call and will be billed at our standard service call rates

In addition to our generator and fire pump engine service we can also offer the following services:

- Auto transfer switch cleaning and calibration
- Complete load tests and system tests
- Fuel delivery and fuel cleaning
- Rental generators up to 5000 KW paralleled
- Rental cable and hook up to your building
- Circuit breaker and switchgear service and testing
- Maintenance and construction electricians on staff to complete all of your electrical requirements

All of our services are available 24 hours, 7 days a week.

If you have any questions, please do not hesitate to call.

Thank you for allowing me to be of service. For over 50 years, Duthie Power has been lucky to serve as Southern California's "Generator Experts." We appreciate your business and look forward to continuing to serve you!

Respectfully,
DUTHIE POWER SERVICES

Garrett Talbott
Sales Engineer



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Preventative Maintenance Service Proposal

2023-08-29

Sales Engineer: Garrett Talbott
Date Created: 2023-08-29
Valid Until: 2023-11-27

Prepared for: Alberto Martinez
Deputy Public Works / Director of Water
Utilities
City Of Wasco
801 8th St.
Wasco,CA 93280

We propose to service your auxiliary power generator per the schedule below to keep your equipment in proper condition. (You have the option to have a service performed on an increased or decreased time schedule per year if desired) We recommend a minimum of two services per year. See information below for details on each service to be provided.

QUANTITY	QUOTED LINE ITEM	BRAND/ATS TOD	LOCATION/ SERVICE TYPE	SERVICE MONTH	UNIT PRICE	SUBTOTAL
CITY HALL GENERATOR						
1	125 KW Semi Annual Service	Cummins	Semi Annual PM Service	Sept.	\$360.00	\$360.00
1	125 KW Annual Service	Cummins	Annual PM Service	Feb.	\$752.37	\$752.37
1	2 Hour Load Test (To Be Completed with the Annual or Semi Annual Service)		2 Hour Load Test	TBD	\$1,600.00	\$1,600.00
\$2,712.37						
CITY YARD GENERATOR						
1	150 KW Semi Annual Service	Cummins	Semi Annual PM Service	Sept.	\$360.00	\$360.00
1	150 KW Annual Service	Cummins	Annual PM Service	Feb.	\$752.37	\$752.37
1	2 Hour Load Test (To Be Completed with the Annual or Semi Annual Service)		2 Hour Load Test	TBD	\$1,600.00	\$1,600.00
\$2,712.37						
FINANCE BUILDING GENERATOR						
1	150 KW Semi Annual Service	Cummins	Semi Annual PM Service	Sept.	\$360.00	\$360.00
1	150 KW Annual Service	Cummins	Annual PM Service	Feb.	\$752.37	\$752.37
1	2 Hour Load Test (To Be Completed with the Annual or Semi Annual Service)		2 Hour Load Test	TBD	\$1,600.00	\$1,600.00
\$2,712.37						
4TH AND POPLAR WELL GENERATOR						



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1	175 KW Semi Annual Service	Cummins	Semi Annual PM Service	Sept.	\$360.00	\$360.00
1	175 KW Annual Service	Cummins	Annual PM Service	Feb.	\$752.37	\$752.37
1	2 Hour Load Test (To Be Completed with the Annual or Semi Annual Service)		2 Hour Load Test	TBD	\$1,800.00	\$1,800.00
\$2,912.37						
POSO WELL 8 GENERATOR						
1	175 KW Semi Annual Service	Cummins	Semi Annual PM Service	Sept.	\$360.00	\$360.00
1	175 KW Annual Service	Cummins	Annual PM Service	Feb.	\$806.38	\$806.38
1	2 Hour Load Test (To Be Completed with the Annual or Semi Annual Service)		2 Hour Load Test	TBD	\$1,800.00	\$1,800.00
\$2,966.38						
IRIS WELL GENERATOR						
1	200 KW Semi Annual Service	Cummins	Semi Annual PM Service	Sept.	\$360.00	\$360.00
1	200 KW Annual Service	Cummins	Annual PM Service	Feb.	\$867.64	\$867.64
1	2 Hour Load Test (To Be Completed with the Annual or Semi Annual Service)		2 Hour Load Test	TBD	\$1,800.00	\$1,800.00
\$3,027.64						
SEWER PUMP STATION 3 GENERATOR						
1	20 KW Semi Annual Service	Cummins	Semi Annual PM Service	Sept.	\$360.00	\$360.00
1	20 KW Annual Service	Cummins	Annual PM Service	Feb.	\$648.21	\$648.21
1	2 Hour Load Test (To Be Completed with the Annual or Semi Annual Service)		2 Hour Load Test	TBD	\$1,400.00	\$1,400.00
\$2,408.21						
WASTE WATER PLANT GENERATOR						
1	250 KW Semi Annual Service	Cummins	Semi Annual PM Service	Sept.	\$360.00	\$360.00
1	250 KW Annual Service	Cummins	Annual PM Service	Feb.	\$871.46	\$871.46
1	2 Hour Load Test (To Be Completed with the Annual or Semi Annual Service)		2 Hour Load Test	TBD	\$2,000.00	\$2,000.00
\$3,231.46						
MCCOMBS WELL GENERATOR						
1	300 KW Semi Annual Service	Cummins	Semi Annual PM Service	Sept.	\$360.00	\$360.00



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1	300 KW Annual Service	Cummins	Annual PM Service	Feb.	\$878.43	\$878.43
1	2 Hour Load Test (To Be Completed with the Annual or Semi Annual Service)		2 Hour Load Test	TBD	\$2,000.00	\$2,000.00
\$3,238.43						
SEWER LIFT STATION 2 GENERATOR						
1	35 KW Semi Annual Service	Cummins	Semi Annual PM Service	Sept.	\$360.00	\$360.00
1	35 KW Annual Service	Cummins	Annual PM Service	Feb.	\$637.18	\$637.18
1	2 Hour Load Test (To Be Completed with the Annual or Semi Annual Service)		2 Hour Load Test	TBD	\$1,400.00	\$1,400.00
\$2,397.18						
WELL 14 PUMP STATION GENERATOR						
1	450 KW Semi Annual Service	Cummins	Semi Annual PM Service	Sept.	\$470.00	\$470.00
1	450 KW Annual Service	Cummins	Annual PM Service	Feb.	\$1,535.52	\$1,535.52
1	2 Hour Load Test (To Be Completed with the Annual or Semi Annual Service)		2 Hour Load Test	TBD	\$2,200.00	\$2,200.00
\$4,205.52						
SEWER LIFT STATION 1 GENERATOR						
1	60 KW Semi Annual Service	Cummins	Semi Annual PM Service	Sept.	\$360.00	\$360.00
1	60 KW Annual Service	Cummins	Annual PM Service	Feb.	\$708.43	\$708.43
1	2 Hour Load Test (To Be Completed with the Annual or Semi Annual Service)		2 Hour Load Test	TBD	\$1,500.00	\$1,500.00
\$2,568.43						
Total					\$35,092.73	

Due to the increased cost of fuel, Duthie Power Services will be charging a \$12.95 surcharge on each service. This is subject to change, and we appreciate your understanding as we all navigate increasing costs.

Agreements and Key Assumptions:

- All semi-annual inspections are plus parts and fluids, if required.
- All annual inspections include oil, oil sample, oil filters, fuel filters, tax, consumables and disposal as required.
- Air filters, if required, are additional.
- Warranty: one (1) year on labor and we will extend to you the manufacturers warranty(s) on materials used.
- Rates are based on work hours 7:00 AM to 3:30 PM Monday through Friday.
- Prices quoted are valid for 30 days.



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- Remember, Duthie's EPA number allows us to safely and responsibly remove hazardous wastes, such as lube oil and anti-freeze from your location, EPA #CAD981445786
- Our service technician will provide a Detailed Service Report after each scheduled service.
- Our service technician may recommend additional work that, in their professional opinion, is recommended to maintain the longevity and efficient operation of the equipment; however, we will not perform any other services than those detailed above unless requested.
- We will perform services agreed to during our regular business hours (Monday through Friday, 7:00am to 3:30pm), unless otherwise agreed to by both parties.
- You agree to pay for services within fifteen days of the invoice date. A finance fee will be charged on all past due accounts at eighteen percent (18%) per annum.
- You understand you are responsible for the safe keeping of the equipment under conditions which protect the equipment from any and all damage including, but not limited to, damage caused by temperature fluctuation, the elements, and tampering. You are responsible for providing our service technician and other personnel access to the equipment during the agreed upon time set for scheduled services and for maintaining the equipment in a condition whereby the scheduled services can be performed. Duthie Power Services shall not be liable for any loss or damage caused by the failure of your company to perform routine maintenance, checks, testing of equipment, or performance of services suggested by a Duthie Power Services technician.

Optional Add-ons (check off any selections you'd like included in your service):

- ☐ **Optional Insurance Waiver of Subrogation: \$250 or 5% of labor price, whichever is greater.**
- ☐ **Optional Coolant (Test for PH) Analysis: \$75 each sample**
- ☐ **Diesel Fuel Sample Lab Analysis during semi or annual: \$205 each sample**

PARKING: You will provide a parking space for Duthie Power Services personnel within a reasonable distance from where work is to be performed during scheduled work times.

The rates quoted above do not cover additional services, parts, materials, fluids, hazardous waste disposal, and additional insurance requirements requested. These costs, when applicable, will be billed separately.

City Of Wasco

Garrett Talbott

Garrett Talbott , Sales Engineer

Signature: _____

Print Name: _____

Date: _____

PO Number: _____

Services to be Performed/ Scope of Work

2023-08-29

Semi Annual Service (Quarterly or Semiannual)

1. Check fuel and oil levels. Check for leaks. Add oil as required for safe engine operation.
2. Inspect air cleaner elements. Clean as required. Inspect crankcase breathers and note any excessive blow-by.
3. Inspect turbocharger rotation and end play.
4. Inspect hoses for security, brittleness, cracking, leaks and weaknesses. Check all hose clamps and tighten as required.
5. Inspect fan and alternator belts for proper tension and condition. Adjust as required.
6. Inspect day tank, piping, motors and levels. Check for leaks. Service fuel/water separators.
7. Inspect batteries, cables and lugs for tightness. Clean battery and fill cells as required. Record battery cells specific gravities. Check for correct electrolyte level. Record DC voltage power supply. Inspect battery charger.
8. Inspect engine control panel for loose connections. Tighten as required.
9. Inspect jacket water heater for correct operation.
10. Inspect water pump for leaks and/or unusual noises.
11. Inspect governor and engine controls. Inspect controls and linkage for proper operation. Add lube oil as necessary.
12. Test all engine safety shutdown pre-alarms and alarms if applicable
13. Inspect radiator for leaks and clogged fins. Check cooling system anti-freeze and Nalcool protection. Add water as required for safe engine operation.
14. Start engine and warm up. Record operation. Adjust RPM as required. Check for fluid leaks. Check all instruments for proper operation.

Annual Service (includes steps listed under Semi Annual Service Plus)

1. Change oil and oil filters at 200 service meter hours or yearly.
2. Take oil sample for analysis.
3. Change fuel filters at 200 service meter hours or yearly.
4. Inspect junction box for loose connections. Tighten as required.
5. Inspect generator brushes for proper setting and clean slip rings. Lubricate generator bearings.
6. Inspect and clean generator exciter and regulator. Check for loose connections.

Additional Steps included for Gas Units during Annual Service

1. Clean and adjust spark plugs.
2. Clean and adjust ignition condensers and points. Check timing and set when necessary.
3. Inspect distributor cap rotor for cracks, corrosion, and wear.
4. Inspect ignition wires for cracks, insulation breakdown, and corrosion.

Additional Services Performed at Customer's Request at Additional Cost

1. Change anti-freeze, yearly.
2. Load bank test or test run under load with customer's connected load.
3. Test automatic transfer switch. Check automatic transfer switch for proper operation and clean as required.
4. Fuel scrubbing (cleaning).
5. Instruct owner's personnel on operating procedures and upkeep between regular service calls.



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Special Offer: Auto Transfer Switch Maintenance

YOUR AUTO TRANSFER SWITCH NEEDS ATTENTION!

Your automatic transfer switch(es) (ATS) is the vital link between your utility power and your EPSS (emergency power supply system). If it fails in a power outage, then in turn, then generator will fail as well. You need to provide the same care to your ATS as you do to your generator. We are currently extending a special offer to our current customers with your next scheduled PM.

We propose to service your auto transfer switches on an annual basis. We offer three different levels of service for your ATS.

- **Visual Inspection & ATS Transfer Test**
- **Minor Service**
- **Full Service (POWER WILL DISRUPTED)**

SERVICES TO BE PERFORMED / SCOPE OF WORK

I. VISUAL INSPECTION & ATS TRANSFER TEST

- Complete visual inspection of wiring/connections for tracking, overheating and insulation deterioration.
- Visually inspect for physical damage, anchorage, and grounding.
- Verify NPA is operational (normal power available).
- Visually inspect control wiring.
- Verify EPA light is operational (emergency power available).
- Perform ATS Transfer Test to ensure communication between utility power & ATS. (IF ALLOWED BY FACILITY)
- If ATS Test is performed, then verify test light is lit (not present with all ATS)

II. Minor Service (includes everything in Visual)

- Check and record normal and emergency source voltages
- Inspect Solid State Controls for cleanliness and serviceability.

III. Full Service (includes everything listed in both Visual & Minor Service)

- Shut down power and deenergize the ATS (everything that is backed up by the ATS will be down, unless you have an isolation bypass ATS).
- Clean, lubricate and inspect transfer mechanism, check alignment, and manually operate in accordance with manufacturers' instructions.
- Check switch to ensure positive interlock between normal and alternate sources.
- Check bypass and isolation features, if applicable.
- Check tightness of all de-energized cable connections and bus and joints.
- All arc chutes and pole covers are removed and cleaned. Main current carrying contacts inspected for water.
- Control wiring is inspected, and all electrical connections checked for tightness.
- Perform contact resistance tests with switch in both source positions.
- Monitor and verify correct operation and timing for the following:
 - Normal voltage sensing relays (if any)
 - Engine start sequence
 - Time delay upon transfer



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- Alternate voltage sensing relay
- Automatic transfer operation
- Interlocks and limit switch function
- Timing delay and retransfer upon normal power restoration

Yes, I would like the service selected below to be performed with one of my next generator services.

All work below is quoted for Normal Working Hours (7:30am-3:30pm) OT Prices available upon request.

- ☐ **Visual Inspection & ATS Transfer Test: \$185 per transfer switch**
- ☐ **Minor ATS Service: \$400 per transfer switch**
- ☐ **Full ATS Service: \$800 per transfer switch**

How many switches do you want serviced? _____

Signature _____

Date _____

NOTE: FOR A *FULL ATS SERVICE*, POWER TO SWITCH NEEDS TO SHUT OFF APPROXIMATELY ONE TO TWO HOURS TO SERVICE, UNLESS AUTO TRANSFER SWITCHES ARE ISOLATION BYPASS TYPE. AFTER HOURS SERVICE MAY BE NECESSARY.
Isolation Bypass switches are additional and require 2 technicians per OSHA. (Ask for pricing)



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2023-08-29

CUSTOMER ONBOARDING FORM

Please fill out completely and sign so we can get you set up in our system!

☐ Existing Customer

☐ New Customer

Legal Business Name:

DBA or Property Management Name: (if applicable):

Years in Business:

Contractor's License #: (if applicable)

Federal Tax ID:

Company Type:

☐

Corporation

☐

Partnership

☐

Proprietorship

Has company ever filed for bankruptcy?

☐

Yes

☐

No

If so, what year?

Work Site Address:

Billing Address:

Business Phone #:

Website:

Type of Service Requested:

☐

Rental

☐

New Equipment Sales

☐

Service

Requested Credit Amount:

A/P Contact Name:

Title, if other than Accounts Payable:

A/P Phone #:

A/P Email Address:

Secondary Contact Name:

Secondary Contact Title:

Secondary Contact Phone #:

Secondary Contact Email Address:

Billing Preference:

☐

Email

☐

USPS

☐

3rd Party Vendor Portal



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Billing Email Address:(if applicable)

3rd Party Vendor Portal Name: (if applicable)

Preferred Method of Payment: ☐ ACH ☐ Check ☐ Credit Card

President Name: Phone #: Email Address:

Controller's Name: Phone #: Email Address:

Business & Trade References

Business Name: Account #:

Contact Name: Email Address: Phone #:

Business Name: Account #:

Contact Name: Email Address: Phone #:

Business Name: Account #:

Contact Name: Email Address: Phone #:

Terms of Agreement

If extended credit, terms are Net 15. A late fee of 1.5% per month may be charged on all past due amounts.
By submitting this application, you authorize Duthie Power Services to make inquiries into the information that you have provided. You also agree to pay for services rendered by Duthie Power Services or its affiliates.

Authorized Signature: Date:

Typed Name: Title: Email/Phone #:

AGREEMENT NO. 2023 -

THIS AGREEMENT (the "Agreement") made this _____ day of _____, 2023, by and between the CITY OF WASCO ("City") and DUTHIE POWER SERVICES., a California Corporation, ("Contractor"),

W I T N E S S E T H:

WHEREAS, City wishes to contract with Duthie Power Services to perform maintenance services on City's generators as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Services") pursuant to the terms and conditions described hereinafter and Duthie Power Services is agreeable thereto.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the parties agree as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. City hereby contracts with Duthie Power Services to perform the Services subject to the terms and conditions described hereinafter. The Services shall include all labor and travel to perform the Services and all applicable filters (oil and fuel), specially formulated engine oil, oil sample tests, and oil disposal in accordance with California regulations. If a unit needs belts, batteries, a tune-up, or the replacement of a failed part, the technician who performs the Service will bring the item (or items) to the City's attention and obtain approval prior to performing the repair. The Services shall be performed in accordance with the schedule described in Exhibit "A".
3. Duthie Power Services shall perform the Services for the prices described in Exhibit "A." Duthie Power Services shall bill City no more often than monthly by written invoice (the "Invoice"). The Invoice shall include a detailed description of the Services performed by Duthie Power Services and such other descriptions and documents as reasonably required by the City Manager. Upon receipt of an Invoice, the City Manager shall have the right of reasonable review of the Invoice and the Services described therein and, at the conclusion of the review, the Invoice shall be placed on the agenda for the next meeting of the City Council at which the Invoice can be considered. The City Council shall have the reasonable right of approval of the Invoice. Upon approval of the Invoice by the City Council, the Invoice shall be paid by the City in the regular cycle of payments made by the City for other bills and claims.
4. The term of this Agreement is for twenty (24) months from the date hereof with an option to extend an additional twelve (12) months. City may terminate this Agreement at any time upon ten (10) days prior written notice. Upon such termination, Duthie Power Services shall be

entitled to payment for those Services completed through to the date of termination upon reasonable approval by the City Council.

5. (a) Duthie Power Services shall indemnify, defend and hold harmless City, its officers, Councilmembers, employees, and agents from third-party claims, liabilities, expenses, and damages arising out of, resulting from, or relating to, injury or death of persons or physical loss of or damage to property of persons to the extent caused by Duthie Power Services' negligence or willful misconduct in connection with the performance of Duthie Power Services' obligations under this Agreement. Duthie Power Services' obligation hereunder shall survive the termination of this Agreement.

(b) Notwithstanding anything to the contrary in the Agreement and except as otherwise described herein, and to the extent permitted by applicable law, the maximum liability, if any, of either party for any damages, including without limitation, damages arising out of this Agreement and damages for property, whether arising from breach of agreement, breach of warranty, negligence, strict liability, or other tort, is limited to an amount not to exceed the aggregate of \$50,000.00. In no event shall either Party be liable for indirect, incidental, special, punitive, or consequential damages of any kind (including without limitation downtime, loss of profit or revenue, loss of data, damage to goodwill) howsoever caused or arising from the Agreement or the breach of the Agreement, whether in tort or contract. Nothing in the Agreement excludes or limits liability for death or personal injury caused by a party's gross negligence or wilful misconduct.

6. Duthie Power Services shall obtain and maintain the following during the Agreement's life, without limiting its obligations under Paragraph 5.

(a) Comprehensive general liability insurance coverage, in an amount not less than \$1 million per occurrence, and automobile liability for owned, hired, and non-owned vehicles;

(b) Such worker's compensation insurance as required by statute.

Duthie Power Services shall provide the City with appropriate certificates of insurance and endorsements for all of the foregoing in which the City, its officers, councilmembers, employees, and agents are named as additional insureds and specifically designating all such insurance as "primary" and providing that same shall not be terminated nor coverage reduced without ten days prior written notice to the City.

7. All reports, information, data exhibits, and other documentation prepared by or on behalf of Duthie Power Services and all copyrights shall be the property of the City and shall be delivered to the City upon demand without additional costs or expense to the City but, in no event, upon completion of the obligations of Duthie Power Services under this Agreement or in the event of its termination.

8. Except for an affiliate, Duthie Power Services shall not assign its interest herein or any part thereof, and any attempted assignment shall be void.

9. Any notice required or permitted under this Agreement or at law shall be deemed to be delivered when personally served on the party to be noticed or (a) on the next business day following the deposit of the notice with an overnight delivery service, provided the overnight carrier's records confirm delivery or such date as shown on the overnight carrier's records, (b) when delivered by United States Mail, Postage Prepaid, Registered or Certified Mail, Return Receipt Requested, with the date of signing the Return Receipt (or refusal to sign) deemed the date of service, (c) three business days following deposit in the United States Mail, Postage Prepaid, (d) when sent by confirmed facsimile transmission, or (e) when sent by electronic mail ("email"). The following addresses shall be used: City – City Manager, 746 8th Street, Wasco, California 93280, Fax - (661) 758-5411, Email – SchHurlbert@cityofwasco.org; and Consultant – Duthie Power Services 2335 E. Cherry Industrial Circle, Long Beach, CA 90805, Email – Garrett@duthiepower.com. Any party may change any of the foregoing as it relates to the party by giving written notice to the other party in the manner set forth herein.

10. Duthie Power Services shall make every effort to ensure work is done in a timely manner.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

12. This Agreement constitutes the entire Agreement between the parties with regard to the subject matter herein and supersedes all prior oral and written agreements and understandings between the parties with respect thereto.

13. This Agreement may not be altered, amended, or modified except by a written executed by duly authorized representatives of all parties.

14. In the event any action or proceeding is instituted arising out of or relating to this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and actual costs.

15. This Agreement may be executed in counterparts. The parties agree that a facsimile or electronic copy of this fully executed agreement shall be as effective as the original for all purposes.

16. Waiver by a party of any provision of this Agreement shall not be considered a continuing waiver or a waiver of any other provision, including the time for performance of any such provision.

17. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns.

18. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and not be affected, impaired, or invalidated thereby.

19. City and Duthie Power Services each acknowledge that each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party to drafting the Agreement.

20. The remedies described herein are cumulative and in addition to all of the remedies available to the parties hereunder, at law or in equity.

21. Duthie Power Services shall provide limited warranties for select parts and components as defined by the respective component manufacturer's limited warranties. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship, Duthie Power Services' obligation shall be limited to correcting the defective workmanship. Duthie Power Services shall correct the nonconforming Services where (a) such nonconformity becomes apparent to Customer during the warranty period; (b) Duthie Power Services receives written notice of any nonconformity within thirty (30) days following discovery by Customer; and (c) Duthie Power Services has determined that the Services are nonconforming. Services corrected or re-performed shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during correction or re-performance of Services are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 21 shall not be deemed to have failed of their essential purpose so long as Duthie Power Services is willing to correct defective Services or refund the purchase price therefor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

M. SCOTT HURLBERT, City Manager, City
of Wasco, California, "**City**"

DUTHIE POWER SERVICES, INC, A California
Corporation, "**Duthie Power Services**"

By: _____
Name:
Its:

EXHIBIT "A"
[Services]



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Luis Villa, Public Works Director

DATE: October 3, 2023

SUBJECT: Adopt a Resolution Authorizing the City Manager or Designee to Enter and Execute Amendment No. 2 to Agreement 2008-048 with County of Kern Waste Disposal, Agreement #1075-2008.

Recommendation:

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or designee to Enter and Execute Amendment No. 2 with County of Kern Waste Disposal, Agreement #1075-2008, and
- 2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c)(3), no environmental review is required.

Environmental Review:

The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Background:

The City of Wasco Sanitation Department has been contracted and servicing the Wasco State Prison-Reception Center for over 18 years. The City provides and maintains all labor, materials, supplies, tools, equipment, permits/licenses, and transportation as necessary to provide non-hazardous wet/dry garbage collection, removal, and disposal services.

Discussion:

The City will continue to provide these services at a per bin fee rate VS the current per weight gate fee rate. This will allow the department to operate more efficiently, avoiding the need to weigh the prison load at a certified scale and allowing the driver to continue

to City collections right out of the prison. This will save staff time, fuel, and equipment wear and tear.

Fiscal Impact:

None at this time beyond expected savings.

Attachments:

1. Kern County Ordinance
2. Resolution
3. Agreement No. 2008-048
4. Exhibit A – Amendment No.2

ORDINANCE NO. G-9203

AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF KERN, STATE OF CALIFORNIA
ESTABLISHING THE SCHEDULE OF THE SOLID
WASTE MANAGEMENT PROGRAM SERVICE
CHARGE FOR NON-RESIDENTIAL PROPERTY (GATE
FEE AND BIN FEE) FOR FISCAL YEAR 2023-2024 AND
GOVERNING DISPOSAL OF SOLID WASTE AT
COUNTY WASTE FACILITIES

The following Ordinance, consisting of five (5) Sections, was duly and regularly passed and adopted by the Board of Supervisors of the County of Kern, State of California, at a regular meeting of the Board of Supervisors held on the 28th day of March, 2023, by the following vote, to wit:

AYES: Peters, Scrivner, Flores, Perez

NOES: None

ABSENT: Couch



Chairmah, Board of Supervisors
County of Kern, State of California

(SEAL)

ATTEST:

KATHLEEN KRAUSE
Clerk of the Board of Supervisors

By , Deputy Clerk



THE BOARD OF SUPERVISORS OF THE COUNTY OF KERN ORDAIN AS FOLLOWS:

Section 1. This Ordinance, which shall take effect and be in full force on and after the April 28th, 2023, shall have a summary published in accordance with the provisions of Government Code Section 25124(b)(1).

Section 2. The following is enacted as an Ordinance of the County of Kern:

ESTABLISHMENT OF A GATE FEE PROGRAM

1. Application of Ordinance

This Ordinance shall apply to all the area currently within the County of Kern and to such area as may hereinafter be added to the County of Kern.

2. Definitions

The following definitions apply to this Ordinance:

(a) "Bin" means any container, including cans, that may contain up to six cubic yards of material, used by any non-residential establishment to hold solid waste until it is collected by a hauler;

(b) "City" means any incorporated city located in the County of Kern;

(c) "County" means the County of Kern;

(d) "Demolition Waste" or "Construction Waste" means the non-hazardous waste building materials, packaging, rubble and other materials resulting from construction, remodeling, repair and demolition operations on pavements, houses, commercial buildings and other structures;

(e) "Department" means the Kern County Public Works Department;

(f) "Director" means the Director of the Public Works Department, or a designee authorized by the Director;

(g) "Franchise Hauler" means those persons granted a garbage collection franchise by the County in accordance with Chapter 5.36 of the Kern County Ordinance Code;

(h) "Gate Attendant" means a County employee that is assigned to staff a gate house at a County waste facility and to collect Gate Fees;

(i) "Gate Fee" means a Kern County Solid Waste Management Program Service Charge, charged for all non-residential waste brought to a County waste facility and which shall include Bin Fees;

(j) "Hazardous Waste" means a waste, or combination of wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may do either of the following:

- (1) Cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness;
- (2) Pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported, or disposed of, or otherwise managed.

Unless expressly provided otherwise, the term "hazardous waste" shall be understood to also include extremely hazardous waste as defined in Health and Safety Code Section 25115 and acutely hazardous waste as defined in the Health and Safety Code Section 25110.2;

(k) "Municipal Solid Waste" means a mixture of solid waste that includes general refuse, garbage, paper, glass, cardboard, plastic, metal and green waste from residential and commercial sources;

(l) "Non-residential Waste" means any solid waste that was not directly generated on residential property within Kern County. Non-residential waste includes all tires, vehicles or parts thereof, commercial, industrial, institutional, residual from a construction and demolition waste recycling facility, when the facility has been designated by the Director, and agricultural waste;

(m) "Person" means an individual, association, co-partnership, political subdivision, government agency, municipality, industry, public or private corporation, firm, organization, partnership, joint venture or any other entity whatsoever;

(n) "Residential Waste" is solid waste that is generated on residential property within Kern County as identified in the schedule of Solid Waste Management Program Service Charges established by the Board of Supervisors for each fiscal year pursuant to the procedures in Ordinance G-5584, as amended from time to time, and collected at the time and manner as general taxes for the County of Kern. Notwithstanding the foregoing, the Special Fees set forth in Paragraph 18 of this Ordinance will be charged for the waste regardless of its source of origin within the County. Residential Waste that was generated on a residential parcel in Kern County, that is hauled by a resident that does not own that same parcel, is non-chargeable, provided that the resident hauling the waste can provide sufficient evidence to prove they are authorized to haul the waste by the residential parcel owner. Residential Waste hauled by any commercial entity other than a Franchise Hauler is chargeable;

(o) "Solid Waste" means all non-hazardous putrescible and non-putrescible solid and semi-solid waste such as refuse, garbage, rubbish, paper, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles, and parts thereof, discarded home and industrial wastes, demolition and construction wastes, abandoned vehicles, and parts thereof, discarded home and industrial appliances, vegetable or animal solid and semi-solid wastes;

(p) "Untarped/Unsecured loads" means waste, whether from residential or non-residential sources, that is being transported upon any vehicle and is not completely covered or is not secured in a manner to prevent it from falling or blowing away from the transporting vehicle;

(q) "Waste Facility" means:

- (1) Facilities used to receive, temporarily store, separate, convert or otherwise process the materials in solid waste or transfer solid waste directly from smaller to larger vehicles for transport; and
- (2) Solid waste disposal sites which are "Class III Disposal Sites" in accordance with the meaning prescribed by Article 2, Subchapter 15, Chapter 3, Title 23 of the California Code of Regulations (commencing with Section 510) as amended from time to time.

3. Gate Fees Applicable to Disposal of All Non-residential Waste

(a) All persons delivering non-residential waste for further handling at County waste facilities shall pay the Gate Fees required by this Ordinance, unless specifically exempted by this Ordinance. Gate Fees may be paid as designated by the Director and approved by the Board of Supervisors;

(b) The Special Fees set forth in Paragraph 18 of this Ordinance will be charged for the waste regardless of its source of origin within the County;

4. Basis for Computing Gate Fees

Gate fees shall be based on either the actual weight of the solid waste being delivered for further handling as measured by a scale, the estimated weight of the solid waste being delivered for further handling based on the type of material and its volume in cubic yards, the type of vehicle hauling the solid waste being delivered for further handling, the number of units being delivered for further handling and/or the special nature of the load. The Department shall determine the most appropriate method for determining the calculation of the Gate Fee.

5. Bin Fees

(a) A Bin Fee shall be charged for all non-residential waste bins that are collected by any Franchise Hauler and delivered for further handling at a County waste facility;

(b) The Bin Fee shall be based on the basic per ton Gate Fee for non-residential waste and shall be calculated using the following formula:

The basic per ton Gate Fee for non-residential waste, divided by two thousand pounds equals the fee per pound. The fee per pound, multiplied by the average weight in pounds of a cubic yard of municipal solid waste found in bins, equals the Bin Fee per cubic yard. The Bin Fee per cubic yard multiplied by the capacity of a bin, equals the total Bin Fee per time the bin is collected by a hauler.

(c) The average weight of a cubic yard of municipal solid waste from non-residential waste bins shall be confirmed by the Department by performing waste volume/weight studies periodically. The Department shall report the results of the waste volume/weight studies to the County's Board of Supervisors as needed and shall recommend modifications to the Bin Fee as may be appropriate;

(d) Each Franchise Hauler shall maintain adequate and accurate records of the number of non-residential waste bins, the cubic yard capacity of each non-residential waste bin and the number of times each non-residential waste bin has been collected for each non-residential customer served by the Franchise Hauler;

(e) Each Franchise Hauler shall prepare a Non-Residential Bin Report and forward a copy of said report to the Director within thirty (30) days of the last day of the prior month. The Director may approve extensions granting Franchise Haulers additional time to prepare or forward their Non-Residential Bin Reports. The information in the Non-Residential Bin Reports shall match the information that appears on the Franchise Haulers' invoices or statements and any information required in the bin reports may be audited by the Department. The Non-Residential Bin Reports should list, at a minimum, the number of non-residential bins billed to each non-residential account, the bin volume (in cubic yards), the number of times each bin was collected in the billing period, and such information as may be required by the Director. Non-Residential Bin Reports shall be reviewed by the Department to confirm that the rates charged by each Franchise Hauler are in compliance with this Ordinance and all other applicable County ordinances, resolutions, regulations and rules. The number of reported cubic yards shall be used by the Department to calculate the amount of the Bin Fee the County will receive from each Franchise Hauler;

(f) Each Franchise Hauler shall calculate the amount owed by each non-residential customer for the Bin Fee for the Franchise Hauler's current billing period and shall include that Bin Fee, in a separate line, or column, on the invoice or statement sent to each non-residential customer for that billing period;

(g) Unless otherwise provided in a Franchise Agreement, each Franchise Hauler shall forward all monies received from the billing of the Bin Fees to the Department within thirty (30) days from the last day of the prior month;

(h) Each Franchise Hauler shall maintain a fidelity bond or other security instrument as agreed to in writing covering each of that Franchise Hauler's employees who has the responsibility or power to handle any Bin Fees which are to be paid by that Franchise Hauler to the County pursuant to this Ordinance. Any such fidelity bond must be approved by the Director as to form and content. In addition, any such fidelity bond shall be executed by an admitted surety with a Best's rating of no less than B+. The limit of each such fidelity bond shall be in an amount to be approved by the Director and this amount shall not be less than the average monthly amount of Bin Fees collected by the Franchise Hauler maintaining this fidelity bond. Each such fidelity bond shall name the County as an additional named insured. Each such fidelity bond shall also contain an endorsement providing that the coverage of the fidelity bond shall not be reduced, nor shall the fidelity bond be canceled until thirty (30) days after County has received notice of any such cancellation or reduction. Each Franchise Hauler shall file a copy of the required fidelity bond with the Department prior to initiating any collection of Bin Fees;

(i) The franchise haulers' actual and reasonable administrative costs to comply with the foregoing provisions of this paragraph, including, but not limited to, the costs of obtaining the required fidelity bond, shall be considered by the Board of Supervisors in the process of any setting of the Franchise Haulers' rates.

6. Use of Unattended Waste Facilities for Non-residential Waste

It is unlawful for any person to dispose of non-residential waste at a County waste facility where there is no gate attendant to collect the Gate Fee, unless that person has obtained the prior written permission to do so from the Department. The Department may grant permission to dispose of non-residential waste at a County waste facility where there is no gate attendant upon showing of good cause therefore and the payment of the Gate Fee for the type and amount of non-residential waste intended to be disposed.

7. Green Waste Facility Fee

(a) If a County waste facility also is equipped with a County operated green waste recycling facility, or if any green waste recycling facility is in the area, all loads containing clean green waste which is not mixed with other types of waste shall be directed to the green waste recycling facility. At County operated or approved green waste recycling facilities, there shall be no charge for the delivery of loads of clean residential green waste brought to the facility by the homeowner. Residential green waste delivered to a County facility by a commercial entity is chargeable. Loads of non-residential green waste are also chargeable.

(b) Loads of green waste mixed with other material shall be considered to be municipal solid waste, may not be disposed at County green waste recycling facilities and shall be subject to the same Gate Fees applied to solid waste being delivered for further handling at County waste facilities.

8. Hourly Rate

The Director may charge an hourly fee, in the amount set forth in Paragraph 18 below, for services performed by the personnel of the Department that are necessary to investigate unlawful dumping, to oversee disposal operations at County waste facilities for health, safety or operational reasons, at the discretion of the Director, or to give consultation services as requested. This hourly fee shall be charged in addition to any other applicable County fee including, but not limited to, Solid Waste Management Program Service Charges, Gate Fees, Bin Fees, or permit fees. All fees for services billed at the hourly rate shall be billed within ninety (90) days of the services rendered and are due as of the billing date. Any County invoice for hourly fees for services shall become delinquent thirty (30) days after it is due. Persons with delinquent hourly fees shall be charged a penalty in the amount of one and one-half percent (1.5%) of the delinquent amount per month.

9. Disposal Without Payment

(a) The Department may, upon written request made at least one (1) week in advance, authorize the disposal of municipal solid waste at County waste facilities without the payment of the Gate Fees required by this Ordinance, provided that the municipal solid waste was collected by community groups or cities as part of an anti-litter or cleanup activity.

(b) The Department may, upon written request from a Kern County resident or their agent, authorize the disposal of any illegal dumping collected in Kern County at County waste facilities without the payment of the Gate Fees required by this Ordinance, provided that sufficient evidence including pictures and location descriptions, has been presented that clearly indicate that the waste was illegally dumped within the County.

(c) In cases involving an emergency, accident or threat to public health, the Department may authorize disposal without the immediate payment of the Gate Fees required by this Ordinance, although the required Gate Fee for such disposal shall be billed to the person whose waste was disposed.

10. Misidentified Waste

(a) It shall be unlawful for any person to misidentify deliberately, make misrepresentations or to conceal from a gate attendant the type of wastes contained in a load or the source of origin of the waste in a load brought to any County waste facility for disposal. Any act or violation of the provisions of this paragraph shall be an infraction and shall be punishable as provided in Section 1.12.020 of the Kern County Ordinance Code. The Director is responsible for enforcing the provisions of this paragraph and may issue a citation to a person committing an act of omission which is in violation of this paragraph;

(b) In the event that misidentified wastes have been disposed at a County waste facility, the responsible party shall pay the full cost of any required cleanup, remediation or relocation of the waste, in addition to the full Gate Fee for the misidentified waste;

11. Out of County Waste

In order to preserve the limited landfill capacity in the County which has been reserved for in-County uses, solid waste originating outside the County shall not be accepted at County waste facilities and no person shall transport refuse from outside the County-to-County waste facilities unless by written agreement approved by the Board of Supervisors. However, the Director is authorized to accept, in his discretion, loads of out of county residential or non-residential waste upon payment of the Gate Fees applicable to out of county non-residential waste when acceptance will help prevent illegal dumping or other unauthorized disposal of the waste.

Dead animals, treated wood waste and tires of any kind or size from outside of Kern County will not be accepted at any County waste facility.

12. Board Shall Establish Rules and Regulations

The Board of Supervisors shall establish rules and regulations relating to solid waste handling and related revenue collection. A copy of these rules and regulations shall be available for inspection by the public at each County waste facility and at the Department.

13. Scale Violations

It shall be unlawful for any person to carry out any action which causes damage to a scale located at a County waste facility, including, but not limited to, driving a vehicle with excessive speed onto or over a scale, making sudden starts or stops while on a scale, and pumping the brakes of a vehicle while on a scale. Any act or violation of the provisions of this paragraph is an infraction and shall be punished as provided in Section 1.12.020 of the Kern County Ordinance Code. The Director is responsible for enforcing the provisions of this paragraph and may issue a citation to a person committing an act which is in violation of this paragraph.

14. Notice

Written notice required by this Ordinance shall be sufficient if it is served as follows:

- (a) By personal delivery. Service in this manner shall be deemed complete at the time of such delivery; or
- (b) By posting a copy of the notice in a conspicuous place on the door or near the doorway of the main entryway of the premises of the person receiving the notice, or by mailing a copy of the notice by first class United States mail to the last known address of the person to be served. Service in this manner shall be deemed complete seventy-two (72) hours after such posting or mailing has been accomplished;
- (c) Actual notice shall be deemed sufficient service of any notice required by this Ordinance.

15. Compliance with Laws

No provision of this Ordinance shall be interpreted to exempt any person from complying with any applicable Federal, State, and local laws, statutes, ordinances, regulations, rules, and orders.

16. Authorization to Administer Fees

The Department is authorized to make such arrangements and institute such administrative procedures as may be necessary to facilitate the collection of the fees and penalties described in this Ordinance. Cities within the County shall be required to pay to the County all Gate Fees for non-residential waste collected by them or by franchise or contract haulers operating within their jurisdiction. Where waste collection fees are collected by a franchise or contract hauler, the County may collect Gate Fees directly from the hauler. Cities may elect to follow the Bin Fee procedures of Paragraph 5 of this Ordinance or may negotiate for an alternate mechanism for payment of fees. The Department's authorization pursuant to this paragraph shall include negotiation, subject to approval by the Board of Supervisors, of agreements with local public agencies, and franchise or contract haulers operating within their jurisdictions, using the County landfills for disposal, providing for the payment of Gate Fees for non-residential waste and for the collection of such charges. Where appropriate, the Department is authorized to provide direct billing of non-residential property located in incorporated areas of the County as may be necessary to effectuate the purpose of this Ordinance.

17. Schedule of Gate Fees

The schedule of Gate Fees established by this Ordinance shall be as follows:

Basic Per Ton Gate Fee for Non-residential Waste:

The basic per ton Gate Fee for non-residential solid waste, excluding wastes for which a special rate or charge is included in Paragraph 18, is sixty-one and 79/100 dollars (\$61.79) per ton.

Since Transfer Stations require additional handling and transportation of the waste, the per ton Gate Fee for non-residential solid waste at any Transfer Station will include an extra ten and 65/100 dollars (\$10.65) Transfer Fee per ton for a total fee of seventy-two and 44/100 dollars (\$72.44) per ton.

The basic per ton Gate Fee for solid waste brought to a Kern County waste facility from outside of Kern County, excluding wastes for which a special rate or charge is included in Paragraph 18 (except Construction and Demolition waste), is ninety-five and 89/100 dollars (\$95.89) per ton. Construction and Demolition waste will be charged the Out of County Fee of \$95.89 per ton. The Transfer Fee will also apply if the out of County waste is brought to a Transfer Station.

Non-residential Waste at Facilities with Scales:

At County solid waste facilities equipped with scales and weighing devices capable of determining the weight of material deposited at the facility, persons shall be charged the following Gate Fees:

Cars	\$12.78/vehicle
Pickup trucks	\$28.77/vehicle
Pickup trucks loaded above cab	\$36.22/vehicle
Trailers, large vehicles, or roll off boxes	\$61.79/ton*
*Transfer Fee and Out of County Fee apply, as appropriate	

Non-residential Waste at Facilities Without Scales:

At County waste facilities not equipped with scales or weighing devices, or at facilities equipped with weighing devices that are not operational, persons shall be charged the following Gate Fees:

Cars	\$12.78/vehicle
Pickup trucks	\$28.77/vehicle
Pickup trucks loaded above cab	\$36.22/vehicle
For trailers, large vehicles, or roll off boxes containing non-residential solid waste, the gate attendant will estimate the cubic yard volume of the material in the vehicle, trailer or roll off box and convert the cubic yard volume to an estimate of the weight of that material, using a material type/weight	

conversion table. After the volume has been converted to a weight, the basic sixty-one and 79/100 dollars (\$61.79) per ton fee for non-residential solid waste will be applied. The Transfer Fee and Out of County Fee will also apply, as appropriate.

18. Schedule of Special Rates and Charges

Fees for Recyclable, Reusable, or Divertable Material

Clean fill dirt.....\$5.33 per ton
Clean inerts such as concrete, asphalt, bricks,
or similar material\$15.98/ton
Construction and Demolition Waste.....\$85.23/ton

Tire Program Fees:

All tires, whether from residential or non-residential sources, will be charged the following fees to offset the cost of County's waste tire diversion program:

Tires in bulk loads.....\$266.35/ton

Individual Tires:

Light Duty Tires - 18" diameter rim or smaller.....\$3.20/tire
Heavy Duty Tires -19" to 24" diameter rims\$15.98/tire

Oversize Tires.....\$21.31/tire
(Racing tires and tires with more than 24" rims,
but not mover class)

Earth Mover Tires\$266.35/ton
(Extremely large tires used on earth moving equipment)

Non-residential Bin Fee:

Municipal solid waste in a bin.....\$3.20/cubic yard
Transfer Station Fee - additional fee..... \$0.55/cubic yard
Out of County waste in a bin.....\$4.58/cubic yard

Dead Animals

Any dead animals that require special handling
at the disposal facility.....\$106.54/animal

Multiple dead animals or parts of animals that
require special handling at the disposal facility.\$159.81/ton

Treated Wood Waste (as defined in Health & Safety Code §25150.7):

The following Special Fees shall be charged at any County waste facility which accepts treated wood waste, other than the Bakersfield Metropolitan (Bena) Landfill, the Shafter-Wasco Landfill and the Taft Landfill:

Disposal of treated wood waste other than
railroad ties\$159.81/ton

Disposal of treated wood waste that is in
the form of railroad ties\$15.98/tie

Disposal will be limited to a maximum of 2 cubic yards per load at any site other than Bena Landfill, Shafter-Wasco Landfill and Taft Landfill.

Other Special Fees

The following Special Fees shall be charged, in addition to the normal Gate Fee, regardless of whether the source of the waste is residential or non-residential and in addition to any other fees that may apply:

Hourly rate for Department personnel.....\$95.89/hour
(1/2 hour minimum)

Processing fee for each check returned
to the County without check payment for
any reason.....\$63.92/ea.

Travel trailers disposed of at County waste
facilities authorized to accept them for dismantling
and disposal (subject to removal of all hazardous
and unacceptable waste).....\$532.70/ea.

Any other hard to handle items.....\$213.08/ton

Untarped/Unsecured Loads.....2X the Gate Fee or
.....\$20.00 Minimum charge

19. Validity

If any portion of this Ordinance is held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.

Section 3. At a properly noticed Public Hearing, the Kern County Board of Supervisors (Board) may approve future rate adjustments in the Gate Fee and Bin Fee based on the fiscal year Consumer Price Index (CPI) for Los Angeles-Long Beach-Anaheim, CA (Series ID CUURS49ASA0) without a protest hearing for an additional four years. If, in any year, the rate adjustment approved by the Board is lower than the amount resulting from the application of the CPI, the difference may be carried over and applied by the Board to future rate adjustments. In the event the cited index is substantively changed or is no longer published, the Board will select a substantially similar index.

Section 4. The schedule of Solid Waste Management Program Service Charges for Non-Residential Property (Gate Fees and Bin Fees) shall become effective July 1, 2023.

Section 5. This Ordinance shall supersede and replace Kern County Ordinance G-9083.

#26L7028-PWH

COPIES FURNISHED:
PWD; County Counsel;
Auditor/Controller
4-8-23 msx

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO TO ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER OR DESIGNEE TO SIGN AND EXECUTE AMENDMENT NO. 2 FOR AGREEMENT 2008-048 WITH COUNTY OF KERN WASTE DISPOSAL, AGREEMENT #1075-2008

WHEREAS, on December 9, 2008, the County of Kern and the City entered into an agreement (City of Wasco Agmt. 2008-048, County of Kern Agmt. #1075-2008) to allow the City to pay for waste disposed from the Wasco State Prison (herein referred to as "Prison") based on actual weight rather than through bin fees; and

WHEREAS, on December 7, 2021, the County and City amended the agreement (City of Wasco Agmt. #2008-048(1), County of Kern Agmt. #727-2021) to collect and commingle Prison waste with other City customer waste to add efficiency to collection services; and

WHEREAS, the City continues to provide waste collection services for the Prison; and

WHEREAS, the County is agreeable to adjusting the charge for disposal for the City and the Prison from the gate fee rate to the bin fee rate; and

WHEREAS, the County and the City wish to amend the Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Wasco as follows:

SECTION 1: Authorizes the City Manager or designee to sign and execute an amendment with the County of Kern Waste Disposal.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2023 - _____ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on October 3, 2023 by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

VINCENT MARTINEZ
MAYOR of City the Wasco

Attest: _____

MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco

AGREEMENT FOR WASTE DISPOSAL**(County of Kern – City of Wasco)**

THIS AGREEMENT, entered into this 9th day of Dec., 2008 by and between the COUNTY OF KERN, a political subdivision of the State of California (hereinafter referred to as "County"), and the CITY OF WASCO, a municipal corporation of the State of California (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, County owns, manages and operates a sanitary landfill system for the disposal of municipal solid waste generated by the cities and the unincorporated area within the County; and

WHEREAS, County owns and operates a landfill near the City of Wasco; commonly known as the Shafter-Wasco Landfill, that is used by the City, either directly or through its contract with a franchised municipal refuse hauler, for the disposal of municipal solid waste generated within the City; and

WHEREAS, County currently charges a Land Use Fee for waste generated from residential parcels in the City, which is collected with the property tax bills for such parcels. A bin disposal fee based on volume, determined to be the equivalent of the current basic per ton gate fee based on tonnage levied by the County, is charged for all non-residential waste collected and disposed at the landfill site. Cities are required to pay a bin disposal fee unless a gate fee agreement has been entered into by and between the County and City; and

WHEREAS, City mandates refuse collection service within its jurisdiction and City provides collection service to Wasco State Prison (herein referred to as "Prison"), whose premise is located within City limits; and

WHEREAS, City has organized its waste collection routes such that the Prison waste is collected separately from other waste, including residential and non-residential. City; and

WHEREAS, City has requested that the County charge for the disposal of the Prison waste at the Shafter-Wasco Landfill on the basis of actual weight of such Prison waste rather than through the bin disposal charge; and

WHEREAS, County has determined that the execution by the County of this Agreement will serve the public health, safety, and welfare by providing a more stable, predictable and reliable method for the calculation and payment of gate fees for the Prison waste collected by City for disposal at County landfills.

NOW, THEREFORE, IT IS AGREED as follows:

1. **Term.** This Agreement shall commence upon the date first hereinabove written and shall continue in full force and effect unless terminated under the provisions of Paragraph 8.

2. **City's Responsibilities.**

a. City shall take reasonable action necessary to assure that the Prison waste is separately collected and delivered to the Shafter-Wasco Landfill and are not commingled in the City's vehicles or other vehicles utilized by City's contractors or franchised haulers.

b. City shall maintain documentation setting forth its Routing and Collection System and the identification of collection services. This information shall be provided to the County upon request.

c. Each load of Prison waste collected by City and delivered to the Shafter-Wasco Landfill shall be accompanied by an Affidavit (see Exhibit A attached hereto). The Affidavit, executed under penalty of perjury, certifies that the load consists of only waste collected from the Prison.

d. City shall take reasonable action necessary to assure that its employees, contractors or franchised haulers adhere to the responsibilities outlined above when using the Shafter-Wasco Landfill.

3. **County's Responsibilities.**

a. County shall accept and dispose of at the Shafter-Wasco Landfill non-hazardous waste brought to the landfill by City or City's contractors or franchised haulers in the normal course of business and consistent with the then current rule for the acceptance of waste and operation of the landfill.

b. County shall operate and maintain permanent scales at the Shafter-Wasco Landfill. County shall weigh all vehicles delivering waste by or on behalf of the City and prepare a daily weight record with regard to such delivery.

4. **Payment.**

a. City shall pay or cause its contractors or franchised municipal haulers to pay to the County the then current per ton disposal charge set by the County's Board of Supervisors.

b. Notwithstanding subparagraph (a) above, County shall have the right to impose special charges for the receipt of hard to handle materials, such as bulky materials, construction and demolition debris, tires, sludge and other hard to handle materials. Such special charges shall be set by County's Board of Supervisors and shall be calculated to reflect the reasonable cost to County of accepting such hard to handle materials.

c. For each month, the County shall render a billing statement to the City by the 11th day of the following month, which shall set forth a calculation of the charges owing to County. City shall pay the monthly fees due to County within sixty (60) days of the statement date. In the event that the City fails to timely pay any three (3) statements in a rolling twelve (12) month period, this agreement shall terminate immediately.

5. **Review of Records.** Each party may review the other party's book and records with respect to the matters relevant to the performance by either party under this Agreement.

6. **Waiver of Default.** The failure of any party to enforce against another a provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

7. **Merger and Modification.** This contract sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in writing approved by the City Council and County's Board of Supervisors and signed by both parties.

8. **Termination.** This Agreement may be terminated by either party upon one hundred eighty (180) days written notice to the other party. Termination shall be effective one hundred eighty (180) days after written notice is mailed pursuant to Paragraph 14 below.

9. **Execution.** This Agreement is effective as of the date first hereinabove written.

10. **Independent Entities.** City and County agree that nothing in this Agreement shall be construed to mean that County and City are in a joint venture, partnership, agency or employment relationship or any other relationship other than independent entities.

11. **Assignment.** This contract shall not be assigned by any other party, or any other party substituted, without prior written consent of all the parties.

12. **No Authority to Bind Parties.** It is understood that neither party, in its performance of any and all duties under this Agreement, has any authority to bind the other to any agreements or undertakings with respect to any and all persons or entities with whom either party deals in the course of operating the program.

13. **Headings.** All paragraph or section headings are for reference only and shall not be considered in construing this Agreement.

14. **Notices.** All notices relative to this Agreement shall be given in writing and sent by certified or registered mail and be effective upon depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY

City of Wasco
Public Works Department
764 "E" Street
Wasco, CA 93280

COUNTY

County of Kern
Waste Management Department
2700 M Street, Suite 500
Bakersfield, CA 93301

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers on the day and date herein above set forth.

CITY OF WASCO

By: 
Cherylee Wegman, Mayor

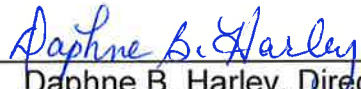
COUNTY OF KERN

By: 
Chairman, Board of Supervisors


APPROVED AS TO FORM:

By: 
Bonnie Garcia
City Attorney

APPROVED AND RECOMMENDED:
Waste Management Department

By: 
Daphne B. Harley, Director

APPROVED AS TO FORM:
Office of County Counsel

By: 
Stephen D. Schuett
Assistant County Counsel

I:\CLERICAL\Agreements\Admin&CEOS\City of Wasco Gatefee Agreement.doc



EXHIBIT A

CITY OF WASCO

AFFIDAVIT – SOURCE & ORIGIN OF WASTE

I, _____, declare that I am employed by the City of Wasco and that all the contents in the refuse load I am hauling was collected from the Wasco State Prison, which is located within the jurisdiction of the City of Wasco.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct of my own knowledge.

Executed this _____ day of _____, 20____ at Wasco, California.

Driver's Signature

To be completed by the Kern County Waste Management Department gate attendant upon receipt of this affidavit.

Ticket # _____ was produced for this affidavit.

**AMENDMENT NO. 2
AGREEMENT FOR WASTE DISPOSAL
OPERATIONAL AGREEMENT
(County of Kern – City of Wasco)**

THIS AMENDMENT, made and entered into this _____, is by and between the COUNTY OF KERN, a political subdivision of the State of California (hereinafter referred to as “County”) and the CITY OF WASCO, a municipal corporation of the State of California (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, on December 9, 2008, the County and the City entered into an agreement (Agt. #1075-2008) to allow the City to pay for waste disposed from the Wasco State Prison (herein referred to as “Prison”) based on actual weight rather than through bin fees; and

WHEREAS, on December 7, 2021, the County and City amended the agreement (Agt. #727-2021) to collect and commingle Prison waste with other City customer waste to add efficiency to collection services; and

WHEREAS, the City continues to provide waste collection services for the Prison; and

WHEREAS, the County is agreeable to adjusting the charge for disposal for the City and the Prison from the gate fee rate to the bin fee rate; and

WHEREAS, the County and the City wish to amend the Agreement.

NOW, THEREFORE, the County and the City mutually agree as follows:

1. Section 2 is amended to revise Section 2(a) – “City shall take reasonable action necessary to assure that the Prison waste is collected and delivered to the Shafter-Wasco Landfill in the City’s vehicles or other vehicles utilized by City’s contractors or franchised haulers.”
2. Section 2 is amended to eliminate section 2(e); and
3. Section 4 is amended to revise Section 4(a) – “City shall pay or cause its contractors or franchised municipal haulers to pay to the County the then current bin fee rate disposal charge set by the County’s Board of Supervisors.”
4. Except as modified by this amendment, all the remaining terms and conditions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed by their respective authorized officers.

APPROVED AND RECOMMENDED:
Kern County Public Works Department

COUNTY OF KERN

By: _____
Joshua Champlin, Director

By: _____
Chairman, Board of Supervisors

APPROVED AS TO FORM:
Office of County Counsel

City of Wasco

By: _____
Phillip Hall

By: _____
City Manager, M. Scott Hurlbert



STAFF REPORT CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Maria Lara, Assistant City Manager

DATE: October 3, 2023

SUBJECT: Adopt a Resolution to Authorize the City Manager or Designee to Execute a Task Order Proposal with QUAD KNOFF, INC., for Professional Consulting Services for Compliance with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) to Support the Drinking Water State Revolving Fund Application for the Construction of Four Wells and Two New Water Storage Tanks (Project) in the City of Wasco.

Recommendation:

Staff recommends the City Council:

- 1) Adopt a resolution authorizing the City Manager or designee to execute a Task Order proposal for CEQA and NEPA Services for the Drinking Water State Revolving Fund Application for the Construction of Four Wells and Two New Water Storage Tanks (Project) with QUAD KNOFF, INC.
- 2) Find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to review under CEQA.

Environmental Review:

This action is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to CEQA, since it does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. The approval of this agenda item does not commit the City to a definite course of action in regard to a project since the action authorized herein is a professional service agreement. This proposed activity is therefore not subject to CEQA. Any future action connected to this approval that constitutes a project will be reviewed for compliance with CEQA.

Background:

The City currently has an agreement with QK to provide consulting planning services.

Discussion:

The City is seeking state funding from the **Drinking Water State Revolving Fund (DWSRF) Program**, and it had been determined that the City qualifies as a severely disadvantaged

community and will be subject to CEQA-only review according to the State's adopted Intended Use Plan 2021-2022.

On March 27, 2023, the City submitted the Draft Initial Study and Mitigated Negative Declaration Environmental Report conducted by QK to the Drinking Water State Revolving Fund Program for the Water System Improvement and Treatment Project, requesting \$44,283,872.00. However, in September the City received notification that the State funding under this program will not be able to cover the complete project, and to qualify for additional Federal Emerging Contaminants Funding, the City must **include federal cross-cutter requirements of (NEPA)** in the Environmental Document such as technical studies (Cultural and Tribal Resources and Biological Resources).

This proposal reflects the additional CEQA/NEPA Environmental work required to advance this project. The City currently has an agreement with QK to provide consulting planning services, and the attached task order (Exhibit A) describes the proposed project, tasks, and project estimate of \$26,427.00.

Fiscal Impact:

All work orders associated with the development of the application for the Drinking Water State Revolving Fund Program (Grant Application) will be reimbursable and billed to the grant once the State approves the project. Water Enterprise funding in the adopted FY 2023/2024 Budget is sufficient to cover this expense. No budget action is required with approval of this item.

Attachments:

1. Resolution
2. Exhibit A task order- Proposal

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE A TASK ORDER PROPOSAL WITH QUAD KNOPF, INC. (QK) FOR PROFESSIONAL CONSULTING SERVICES FOR COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) TO SUPPORT THE DRINKING WATER STATE REVOLVING FUND APPLICATION FOR THE CONSTRUCTION OF FOUR WELLS AND TWO NEW WATER STORAGE TANKS PROJECT IN THE CITY OF WASCO

WHEREAS, the City wishes to execute a task order (Exhibit "A") for CEQA and NEPA Services for the Drinking Water State Revolving Fund Application for the Proposed New Water Wells and Tanks with QUAD KNOPF, INC.; and

WHEREAS, the services to be performed are described in the task order hereto attached as Exhibit "A"; and

WHEREAS, the Professional Services Agreement shall be governed by and construed in accordance with the laws of the State of California; and,

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Wasco as follows:

SECTION 1: Authorizes the City Manager or designee to execute task order with QUAD KNOPF, INC as shown in Exhibit "A".

SECTION 2: The task order shall not be effective unless and until executed by the City Manager upon satisfaction of the requirements and contingencies identified herein.

-oOo-

I HEREBY CERTIFY that the foregoing Resolution No. 2023- was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on October 3, 2023, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

VINCENT MARTINEZ
MAYOR of the City of Wasco

Attest: _____

MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco



September 27, 2023

Maria Lara
Assistant City Manager
City of Wasco
764 E Street
Wasco, CA 93280

Subject: Proposal for SRF Environmental Services for the Proposed New Water Wells and Tanks Project

Dear Ms. Lara:

QK is pleased to submit this proposal to provide professional consulting services to the City of Wasco for compliance with the State Revolving Fund (SRF) Cross Cutters requirements to support a proposed construction of four new water wells and two new water storage tanks (Project) in the City of Wasco (City), California.

PROJECT UNDERSTANDING

The City intends to drill four new water wells and construct two new water storage tanks to provide City residents with clean and safe drinking water. To comply with SRF Cross Cutters requirements, two specific studies will have to be completed. Based on our communication with the Regional Water Quality Control Board (Water Board) staff, the following scope is proposed:

SCOPE OF SERVICES

TASK 1.0 TECHNICAL STUDIES

Subtask 1.1 Cultural and Tribal Resources

Under contract with QK, ASM Affiliates, Inc. (ASM) will assist with fulfilling the regulatory requirements for the National Environmental Policy Act (NEPA). Archaeological fieldwork will comprise an intensive pedestrian survey of the Project area of potential effect (APE) for each site. The survey will be designed to meet all professional requirements, including the Secretary of the Interior's Standards and Guidelines. A survey will be conducted at each site by a qualified archaeologist who will also conduct a historical assessment of structures in the vicinity of the Project. AMS will prepare a technical report that will summarize the background, research, methodology, and results of the work described above. Previously prepared documents and record searches will also be included in the report.

Deliverable:

- Cultural Resources Report in PDF format

Exclusions/Assumptions:

- Based on communication with the Water Board, we assume their staff will conduct Section 106 consultation with the State Historic Preservation Office utilizing this document.

Subtask 1.2 Biological Resources

QK biologists will conduct a survey with 100 percent visual coverage of the biological study area (project area) and a 250-foot buffer, where feasible. The survey will identify the area surrounding the Project sites and assess the potential for the occurrence of federally listed special status plant or wildlife species, specifically, bird species that may inhabit the large trees. QK biologists will complete a database search and literature review of appropriate State and federal

agency databases. A report will also be prepared that analyzes impacts to federally listed species that are known to occur in the area. The report will be submitted along with the Cross Cutter form and other documentation.

QK estimates it will take one week to complete the biological survey of the various sites and two weeks to prepare the report.

Deliverables:

- A Biological Assessment in PDF format

Exclusions/Assumptions:

- We assume that based on our knowledge of the Project site and the results of the biological survey, there will be no impacts to federally listed species and Section 7 informal consultation with the US Fish and Wildlife Service will not be required. If, however, Section 7 consultation is necessary, a contract amendment may be required. Please be aware that Section 7 consultation has a statutory 90-day review period.

TASK 2.0 SRF ENVIRONMENTAL PACKAGE FORM

QK staff will complete the required SRF Financial Assistance Application Environmental Package (Construction) form and incorporate the appropriate data from the studies and appropriate databases. The State Environmental Review Process (SERP) addresses how the Water Board utilizes the California Environmental Quality Act (CEQA) to meet the SRF Programs' environmental requirements. We anticipate one round of revisions.

Deliverables:

- Environmental Package (Construction) form in PDF format

TASK 3.0 AGENCY COORDINATION

This scope includes a contingency of approximately 20 hours for work to be performed by QK on an as-needed basis. Tasks include but are not limited to 1) discussions with the City and the State Water Board staff regarding the project and analyses prepared; 2) the assembly of project description materials; 3) coordination with City and State staff, by phone, email, or using MS TEAMS or ZOOM video conferencing programs.

SCHEDULE

QK will initiate the above tasks based on your specific direction and authorization to proceed. It is anticipated that the completion of Tasks 1.0 and 2.0 will be completed within approximately eight (8) weeks of receipt of a Notice to Proceed.

FEE ESTIMATE

Per this initial agreement, QK proposes to provide services for the above-referenced Task 1.0 and Task 2.0 on a Fixed Fee (FF) basis, as indicated in the table below. Task 3.0 will be charged on a Time & Materials (T&M) basis.

Task/ Subtask	Description	Fee Type	Fixed Fee
1.0	Technical Studies		
1.1	Cultural and Tribal Resources	FF	\$7,602
1.2	Biological Resources	FF	\$9,750
2.0	SRF Environmental Package Form	FF	\$5,175
3.0	Agency Coordination	T&M	\$3,900
Total Fee			\$26,427

Notes:

1. Expenses for reproduction, mailing, mileage, etc. are billed per our attached Charge Rate Schedule.
2. All time-and-materials fees will be invoiced monthly based on the level of effort in terms of hours relative to our Charge Rate Schedule.
3. When a Task is set on a time-and-materials fee basis, it signifies that it is not possible to accurately predict the amount of work effort required typical of on-call type services. QK will work with the client to set expectations where applicable.

4. Tasks billed by fixed fees will be invoiced monthly based on the percentage of work completed.
5. Additional Services requested in writing and approved by the client will be provided on a time-and-materials basis.
6. The Fee Estimate is good for a period of 90 days from the date of the proposal. After 90 days, the Fee Estimate is subject to change.

EXCLUSIONS AND ASSUMPTIONS

Based on our understanding of the Project, we anticipate that the above amount should be sufficient to complete the required work. However, should circumstances arise (e.g., additional studies, reports, fees) that are outside of this scope of work, a revised fee would be prepared for City approval.

AUTHORIZATION OF SERVICES

In order to authorize services described herein, please send us an Agreement. Typically, we can begin our services within three business days of the time authorization is received depending on client need and schedule constraints.

If you have any questions regarding this proposal or require additional information, please contact Jaymie Brauer at (661) 616-2600. Thank you very much for considering QK for this opportunity. We look forward to working with the City of Wasco on this exciting Project.

Sincerely,



Jaymie Brauer
Principal Planner/Project Manager



Cathy Williams, PE
Branch Manager - Bakersfield

Enclosure: 2023 Charge Rate Schedule

P230589
JLB/CBM

Charge Rate Schedule



2023 CHARGE RATE SCHEDULE

Current

TECHNICAL SERVICES	
Project Administrator	\$100 hour
Assistant CADD Technician / Assistant CADD Designer / GIS Technician	\$96 hour
Associate CADD Technician / Associate CADD Designer / Associate GIS Analyst	\$112 hour
Senior Associate CADD Technician/ Senior Associate CADD Designer / Senior Associate GIS Analyst	\$122 hour
Senior CADD Technician / Senior CADD Designer / Senior GIS Analyst	\$145 hour
Landscape Architect Technician	\$112 hour
PROFESSIONAL SERVICES	
Engineering	
Assistant Engineer	\$118 hour
Associate Engineer	\$150 hour
Senior Associate Engineer	\$175 hour
Project Engineer	\$195 hour
Senior Engineer / City Engineer / District Engineer	\$230 hour
Principal Engineer	\$275 hour
Planning / Environmental / Landscape Architecture	
Assistant Environmental Scientist	\$88 hour
Assistant Planner	\$100 hour
Associate Planner / Associate Environmental Scientist	\$121 hour
Senior Associate Environmental Scientist	\$140 hour
Senior Associate Planner	\$145 hour
Senior Environmental Scientist	\$173 hour
Senior Planner / Senior Landscape Architect	\$173 hour
Principal Planner / Principal Environmental Scientist	\$195 hour
Senior Principal Planner / Senior Principal Environmental Scientist	\$215 hour
Construction and Project Management	
Field Construction Observer	\$130 hour
Senior Field Construction Observer	\$152 hour
Assistant Construction Manager / Assistant Project Manager	\$121 hour
Associate Project Manager	\$139 hour
Associate Construction Manager / Associate Field Construction Observer	\$142 hour
Project Manager	\$146 hour
Senior Associate Construction Manager / Senior Associate Project Manager	\$163 hour
Senior Project Manager	\$187 hour
Senior Construction Manager	\$190 hour
Principal Construction Manager / Principal Project Manager	\$210 hour
Surveying	
Assistant Surveyor	\$113 hour
Associate Surveyor	\$130 hour
Senior Associate Surveyor	\$160 hour
Project Surveyor	\$178 hour
Senior Surveyor	\$190 hour
One-Person Survey Crew	\$155 hour
Two-Person Survey Crew	\$250 hour
Three-Person Survey Crew	\$350 hour
UAV Pilot	\$178 hour
UAV Flight Observer	\$130 hour

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit.

EXPENSES	
Plotting, Printing and Reproduction, Equipment Rental, Postage and Shipping	1.15 x Cost
Transportation and per diem (QK will provide documented evidence of business travel, travel outside of work areas shall be pre-approved by Client)	1.15 x Cost
Mileage	\$0.77 mile
Other Expenses – Including Subconsultants & Purchased Services through Subcontracts	1.15 x Cost

Rates are effective through December 31, 2023. If contract assignment extends beyond that date, a new rate schedule may be added to the contract. Expert Witness/ Litigation support will be billed as quoted.

Rates based on "Prevailing Wage" (PW) for Construction Surveying will be determined by project and County per California law.

12/20/2022



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Luis Villa, Public Works Director

DATE: October 3, 2023

SUBJECT: Adopt a Resolution Authorizing the City Manager or Designee to Make a \$739,911.52 Monetary Budget Amendment from the Adopted FY 2023/2024 SB1 Funds to the SB1 Poplar Avenue Rehabilitation Project #21016.

Recommendation:

Staff recommends the City Council:

- 1) Adopt a resolution authorizing the City Manager to make a \$739,911.52 monetary budget amendment from the adopted FY 2023/2024 SB1 Funds to the SB1 Poplar Avenue Rehabilitation Project #21016.
- 2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:

The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:

The City originally budgeted \$500,000.00 in the CIP FY 23/24 budget for the SB1 Poplar Avenue Project #21016. The City has expended to date \$64,932.52 on design and advertising, leaving a balance of \$435,067.48. The lowest bidder came at \$1,099,979.00, leaving this project with a deficit. The City would need to contribute \$664,911.52 to cover the deficit plus \$75,00.00 for contingency for a total of \$739,911.52. Staff proposes a budget amendment that exceeds the allotted grant funds. Staff recommends the City Council utilize monies from the SB1 Funds to cover the difference.

Fiscal Impact:

FY 2023/2024 SB1 Funds would have \$739,911.52 allocated to the SB1 Poplar Ave Rehabilitation Project (21016). Leaving the SB1 Funds with the remaining balance.

SB1 Poplar Ave 21016**Project Costs by Phase**

	Project Costs by Phase						
	Prior Years	2023-24	2024-25	2025-26	2026-27	2027-28	Total
Study							-
Environmental Review							-
Land Acquisition							-
Site Preparation							-
Design	45,000						45,000
Construction	450,000						450,000
Construction Management	5,000						5,000
Equipment Acquisition							-
Total	500,000	-	-	-	-	-	500,000

Project Funding Sources

	Project Funding Sources						
	Prior Years	2023-24	2024-25	2025-26	2026-27	2027-28	Total
SB1 Funds	500,000						500,000
							-
							-
Total	500,000	-	-	-	-	-	500,000

Project Effect on the Operating Budget: Ongoing maintenance associated with improvements.

Attachments:

1. Resolution

RESOLUTION NO. 2023 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO MAKE A MONETARY BUDGET AMENDMENT TO THE ADOPTED FY 2023/2024 SB1 FUNDS IN THE AMOUNT OF \$739,911.52.

WHEREAS, the City adopts a monetary budget amendment in the amount of \$739,911.52 from the adopted FY 2023/2024 SB1 Funds to the SB1 Poplar Avenue Rehabilitation Project (21016); and

WHEREAS, this budget amendment will proceed in accordance with generally accepted accounting principles; and

WHEREAS, the City Council believes in Government transparency and that adjusting the adopted SB1 Funds for FY 2023/2024 will provide greater transparency.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Wasco as follows:

SECTION 1: The City council approves the amendment to the adopted FY 2023/2024 Capital Improvement Plan.

SECTION 2: Authorizes the City Manager or designee to make a monetary budget amendment in the amount of \$739,911.52.

-oOo-

I HEREBY CERTIFY that the foregoing Resolution No. 2023. - ____ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on October 3, 2023, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

VINCENT MARTINEZ,
MAYOR of the City of Wasco

Attest: _____

MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Luis Villa, Public Works Director

DATE: October 3, 2023

SUBJECT: Adopt a Resolution Authorizing the City Manager or Designee to Endorse and Enter into an Agreement with Bowman Asphalt, Inc. for the SB1 Poplar Avenue Rehabilitation Project in the amount of \$1,099,979.00 and allowing the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of \$75,000.

Recommendation:

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or Designee to Endorse and Enter into an Agreement with Bowman Asphalt, Inc. for the SB1 Poplar Avenue Rehabilitation Project 21016 in the amount of \$1,099,979.00
- 2) Allow the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of \$75,000.00.
- 3) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c)(3), no environmental review is required.

Environmental Review:

The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:

The State provides the City with an annual allocation of SB1 monies to perform road improvements throughout the community. Poplar Avenue requires rehabilitation at various locations between Hwy. 46 and Filburn Avenue. This project will also include

replacing 52 non-compliant ADA ramps with compliant ramps. With added improvements and prices going up, this project was left with a big deficit.

The SB1 Poplar Avenue Rehabilitation Project 21016 was advertised on August 12, 2023. On September 7, 2023, the City of Wasco received four bids from the following Contractors:

FIRM	BID TOTAL
Bowman Asphalt Inc.	\$ 1,099,979.00
Burtch Construction	\$ 1,357,899.90
Griffith Company	\$ 1,406,064.35
Granite Construction	\$ 1,424,254.00

After reviewing the bid submittals, Staff has determined that Bowman Asphalt, Inc. is the lowest-cost qualified bidder, and as such, Staff recommends awarding the Project to Bowman Asphalt, Inc.

Fiscal Impact:

FY 2023-2024 SB1 Funds would have \$739,911.52 allocated to the SB1 Poplar Ave Rehabilitation Project (21016). Leaving the SB1 Funds with the remaining balance.

Project Costs by Phase

	Project Costs by Phase						Total
	Prior Years	2023-24	2024-25	2025-26	2026-27	2027-28	
Study							-
Environmental Review							-
Land Acquisition							-
Site Preparation							-
Design	45,000						45,000
Construction	450,000						450,000
Construction Management	5,000						5,000
Equipment Acquisition							-
Total	500,000	-	-	-	-	-	500,000

Project Funding Sources

	Project Funding Sources						Total
	Prior Years	2023-24	2024-25	2025-26	2026-27	2027-28	
SB1 Funds	500,000						500,000
							-
							-
Total	500,000	-	-	-	-	-	500,000

Project Effect on the Operating Budget: Ongoing maintenance associated with improvements.

Attachments:

1. Bid Summary
2. Resolution
3. Agreement

CITY OF WASCO BID SUMMARY
SB1 POPLAR AVE REHABILITAION PROJECT 21016

9/7/2023

BID SCHEDULE				PRICE PER UNIT				TOTAL COST			
ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	BOWMAN	BURTCH	GRANITE	GRIFFITH	BOWMAN	BURTCH	GRANITE	GRIFFITH
1	COLD PLANE 3" OF EXISTING AC SURFACE AND HAUL-OFF SITE, PROOF ROLL SUBGRADE	S.F.	230,880	0.30	0.43	0.40	0.45	69,264.00	99,278.40	92,352.00	103,896.00
2	TYPE "A" HOT MIX ASPHALT	TON	4,541	97.00	124.00	109.00	110.00	440,477.00	563,084.00	494,969.00	499,510.00
3	INSTALL CURB & GUTTER - MATCH EXISTING (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 95%)	L.F.	1,016	75.00	109.00	170.00	87.30	76,200.00	110,744.00	172,720.00	88,696.80
4	INSTALL 4" THICK SIDEWALK (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	S.F.	1,940	13.00	14.50	35.00	11.55	25,220.00	28,130.00	67,900.00	22,407.00
5	INSTALL ADA CURB RAMP (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	EA.	52	3,950.00	3,977.00	3,500.00	3,162.00	205,400.00	206,804.00	182,000.00	164,424.00
6	INSTALL 8" THICK CONCRETE CROSS GUTTER/APRON/ALLEY DRIVE APPROACH (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 95%)	S.F.	1,895	37.00	61.50	47.00	48.95	70,115.00	116,542.50	89,065.00	92,760.25
7	INSTALL 6" THICK CONCRETE RESIDENTIAL DRIVE APPROACH (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 95%)	S.F.	266	20.00	33.40	40.00	26.55	5,320.00	8,884.40	10,640.00	7,062.30
8	INSTALL 12" WHITE LIMIT LINE - THERMOPLASTIC	L.F.	225	4.80	6.00	4.80	4.80	1,080.00	1,350.00	1,080.00	1,080.00
9	INSTALL 12" YELLOW/WHITE CROSSWALK LINE - THERMOPLASTIC	L.F.	267	4.00	5.00	4.00	4.00	1,068.00	1,335.00	1,068.00	1,068.00
10	INSTALL 24" YELLOW CROSSWALK LINE - THERMOPLASTIC	L.F.	540	8.00	10.00	8.00	8.00	4,320.00	5,400.00	4,320.00	4,320.00
11	INSTALL 6" YELLOW CENTER LINE (DETAIL 22) - THERMOPLASTIC	L.F.	3,624	2.75	3.40	2.75	2.75	9,966.00	12,321.60	9,966.00	9,966.00
12	INSTALL WHITE/YELLOW PAVEMENT MARKINGS - THERMOPLASTIC	S.F.	220	18.20	22.90	18.20	18.20	4,004.00	5,038.00	4,004.00	4,004.00
13	FURNISH AND INSTALL BLUE RETROREFLECTIVE FIRE HYDRANT MARKER	EA.	4	30.00	37.00	30.00	30.00	120.00	148.00	120.00	120.00
14	FURNISH AND INSTALL - PROJECT FUNDING SIGN FOR SB1 - C48 (CA) (48"x30")	EA.	2	1,500.00	1,886.00	1,500.00	1,500.00	3,000.00	3,772.00	3,000.00	3,000.00
15	ADJUST/RELOCATE EXISTING SIGN, FURNISH AND INSTALL NEW POLE, REQUIRED MOUNTING HARDWARE AND FOOTING	EA.	3	350.00	440.00	350.00	350.00	1,050.00	1,320.00	1,050.00	1,050.00
16	ADJUST MANHOLE TO GRADE	EA.	18	1,400.00	2,261.00	2,000.00	2,700.00	25,200.00	40,698.00	36,000.00	48,600.00
17	ADJUST WATER VALVE TO GRADE	EA.	31	1,225.00	1,850.00	1,600.00	2,700.00	37,975.00	57,350.00	49,600.00	83,700.00
18	ADJUST SURVEY MONUMENT TO GRADE	EA.	12	1,100.00	1,950.00	1,600.00	2,700.00	13,200.00	23,400.00	19,200.00	32,400.00
19	RELOCATE/ADJUST IRRIGATION SYSTEM - IN KIND	L.F.	50	50.00	76.00	50.00	200.00	2,500.00	3,800.00	2,500.00	10,000.00
20	PREPARE AND IMPLEMENT SWPPP	L.S.	1	5,000.00	4,500.00	15,000.00	2,500.00	5,000.00	4,500.00	15,000.00	2,500.00
21	TEMPORARY TRAFFIC CONTROL	L.S.	1	99,500.00	64,000.00	167,700.00	225,500.00	99,500.00	64,000.00	167,700.00	225,500.00
				79 of 137				TOTAL BID AMOUNT:			
								1,099,979.00	1,357,899.90	1,424,254.00	1,406,064.35

RESOLUTION NO. 2023 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER TO ENDORSE AND ENTER INTO AN AGREEMENT WITH BOWMAN ASPHALT, INC. FOR THE SB1 POPLAR AVENUE REHABILITATION PROJECT IN THE AMOUNT OF \$1,099,979.00 AND ALLOWING THE CITY MANAGER TO EXECUTE CONTRACT CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED AGGREGATE OF \$75,000.

WHEREAS, the City wishes to contract with Bowman Asphalt, Inc. for the SB1 Poplar Avenue Rehabilitation Project (21016), which will rehabilitate various locations on Poplar Ave from Hwy 46 to Filburn Ave, along with installing ADA ramps.

WHEREAS, the services provided are described in the Agreement found in Exhibit "A"; and

WHEREAS, said Agreement has been made in the form and manner prescribed by the City of Wasco Municipal Code and the California Public Contract Code; and

WHEREAS, Bowman Asphalt, Inc. and the City each acknowledge that each party and their respective legal counsel have reviewed the Agreement; and,

WHEREAS, the Agreement shall be governed by and construed in accordance with the laws of the State of California; and

WHEREAS, Bowman Asphalt, Inc. shall provide to the City a Faithful Performance Bond and the Labor Materials Bond as required in the Agreement prior to the start of construction; and

WHEREAS, Bowman Asphalt, Inc. agrees to comply with the State prevailing wage determinations in effect ten days prior to the bid opening of September 7, 2023.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wasco as follows:

SECTION 1: Authorizes the execution of this Standard Agreement with Bowman Asphalt, Inc.

SECTION 2: The City Manager or designee is hereby authorized and empowered to execute change orders and make quantity adjustments to the contract in an amount not exceeding \$75,000.00.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2023. - ____ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on October 3, 2023, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

VINCENT MARTINEZ,
MAYOR of the City of Wasco

Attest: _____

MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco

AGREEMENT NO. 2023 –

THIS AGREEMENT made this ____ day of _____, 2023, by and between the CITY OF WASCO, hereinafter "City", and Bowman Asphalt, Inc., a California Corporation, hereinafter "Contractor,"

WITNESSETH:

WHEREAS, City wishes to hire Contractor to provide construction services on Poplar Avenue in Wasco, California as more particularly described in the City of Wasco *Request for Proposals for SBI Poplar Avenue Rehabilitation* (the "Plans and Specifications") which are incorporated herein by this reference (collectively, the "Services") pursuant to the terms and conditions hereinafter described and Contractor is agreeable thereto.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the parties agree as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. Contractor hereby agrees to perform the Services pursuant to the terms and conditions described hereinafter and pursuant to the Plans and Specifications to the extent not inconsistent with these terms and conditions.
3. Contractor shall perform the Services for a total price of not to exceed \$1,099,979.00 (the "Total Price"). The Total Price shall be allocated as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof. The Total Price shall be payable upon completion and acceptance of the Services by the City and after receipt of an invoice from Contractor which shall be subject to approval by the City Manager or his designee and the City Council.
4. Contractor shall complete the Services within 40 working days from issuance of a Notice to Proceed pursuant to the CalTrans 5-day workday calendar.
5. Contractor shall provide a performance bond to insure completion of the Services and a payment bond to insure payment to subcontractors and suppliers, each in the full amount of the Total Price and as approved by City. In the performance of Contractor's duties hereunder, Contractor shall also provide all vehicles, tools, personnel, equipment, supplies and all such other items as are necessary or convenient to completing the Services at Contractor's sole cost and expense.
6. Contractor, at Contractor's sole cost and expense, shall maintain throughout

the term of this Agreement all worker's compensation insurance where and in the amounts required by law and a comprehensive general public liability insurance policy from a company approved by City for protection against liability to the public arising as an incident of Contractor's performance hereunder in amounts not less than \$1 million per occurrence and said policy shall be primary insurance naming City, its officers, councilpersons, employees, contractors, and representatives as additional insureds and affording City at least ten (10) days notice prior to cancellation or reduction of coverage. In the event any such policy shall lapse or be canceled, City may, at City's sole discretion, terminate this Agreement without further notice to Contractor. Contractor shall provide City with a Certificate of Insurance verifying Contractor's compliance with the foregoing. This Agreement shall not be effective until City has received and approved same.

7. Contractor shall pay, and shall require subcontractors to pay, employees working for a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determination and wage standards for the State of California. In accordance with Section 1775 of California Labor Code, Contractor shall pay such penalties and incur such costs as described therein and as are more particularly determined by the Labor Commissioner, in the event of any violation of the foregoing requirement. In addition to the foregoing, Contractor and its subcontractors shall pay to persons employed in the performance of the Services no less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the Labor Code. Copies of the prevailing rate of per diem wages are on file at City's principal office and are available for examination by any interested party on request, during normal business hours. Contractor shall keep an accurate payroll record showing the name, address, Social Security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker or other employee employed by Contractor.

8. Contractor hereby indemnifies, agrees to defend, and holds harmless City, its officers, councilpersons, employees, contractors, and representatives from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof and any act or omission to act on the part of Contractor or Contractor's employees, subcontractors, agents, or representatives.

9. In addition to any other method of termination described in this Agreement, City, in its sole and absolute discretion, may terminate this Agreement at any time upon ten (10) days written notice to Contractor. In the event of any such termination and except as otherwise described herein, Contractor shall be entitled to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance. City may terminate this Agreement upon twenty-four (24) hours notice to Contractor in the event of Contractor's default hereunder in which case, Contractor shall not be entitled to payment for any Services which were performed in breach of this Agreement. In addition to City's right to terminate this

Agreement due to Contractor's default, City shall have all other remedies available under this Agreement in the event of Contractor's default as well as all remedies available at law or in equity.

10. Contractor's Services are utilized by City only for the purpose and to the extent set forth in this Agreement and Contractor's relationship to City shall, during the term of this Agreement, be that of an independent contractor.

11. In the performance of its obligations hereunder, Contractor acknowledges that Contractor and Contractor's employees, subcontractors, agents, and representatives may encounter dangerous conditions on the premises where the Services are performed. Contractor for itself and on behalf of its employees, subcontractors, agents, and representatives assumes the risk of same and hereby waives, releases, and forever discharges City, its officers, councilpersons, employees, contractors, agents, and representatives from any and all liability, claims, actions, losses, costs, and expenses arising out of all injuries, and damages which may be suffered by Contractor or Contractor's employees, subcontractors, agents, or representatives including any of same attributable in any way to any act or omission to act or any negligence whatsoever, whether passive or active, by Contractor, or Contractors' officers, employees, , subcontractors, agents, or representatives. Contractor represents and warrants that it has read and fully understands the provisions of Section 1542 of the Civil Code of California which states as follows:

"A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her must have materially affected his or her settlement with the debtor or released party. "

Contractor on behalf of itself and its employees, subcontractors, agents, and representatives hereby expressly waives and releases any right or benefit which each has or may have under Civil Code Section 1542.

12. Contractor shall not assign any portion of this Agreement to any other person or entity without City's written consent which may be given, conditioned or denied in City's sole discretion.

13. If any portion of this Agreement shall be considered invalid by any court of competent jurisdiction, the invalid portion shall not affect the validity of the remainder of the agreement and the agreement shall continue in full force and effect as if the invalid portion had not been included therein.

14. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to be noticed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or when sent by facsimile transmission or when sent by electronic mail ("Email"). The following

shall be used in providing the foregoing notices: City — City Manager, 746 8th Street, Wasco, California 93280, Fax — (661) 758-7239, Email—CityClerk@cityofwasco.org; and Contractor — Clifford Boren, Email — CBoren@bowmanasphalt.com Any party may change its address or fax number by giving notice to the other party in the manner herein described.

15. If any action is commenced between the parties concerning any provision of this Agreement or the rights and duties of any party in relation thereto or the interpretation of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for the party's attorney fees in such action.

16. This Agreement may only be amended by a writing executed by all parties.

17. Each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

18. This Agreement contains the entire agreement between the parties with regard to the subject matter herein and supersedes all prior oral and written agreements and understandings between the parties with respect thereto.

19. This Agreement may be executed in counterparts. A facsimile or electronic version of this Agreement shall be as effective as the original for all purposes.

20. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

21. Subject to the restrictions on assignment in Paragraph 12, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

22. Waiver by a party of any provision of this Agreement shall not be considered a continuing waiver or a waiver of any other provision, including the time for performance of any such provision.

23. Time is of the essence with regard to each covenant, condition, and provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

M. Scott Hurlbert, City Manager
City of Wasco, California, "**City**"

Bowman Asphalt Inc. a California Corporation
"**Contractor**"

By: _____
Clifford Boren

EXHIBIT "A"
[Allocation of Services]

Page 1 of 2

BID SCHEDULE

SB1 POPLAR AVE. REHABILITATION – Filburn Ave. to HWY 46

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	PRICE PER UNIT	TOTAL COST
1	COLD PLANE 3" OF EXISTING AC SURFACE AND HAUL-OFF SITE, PROOF ROLL SUBGRADE	S.F.	230,880	0.30	69,264-
2	TYPE "A" HOT MIX ASPHALT	TON	4,541	97-	440,477-
3	INSTALL CURB & GUTTER - MATCH EXISTING (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 95%)	L.F.	1,016	75-	76,200-
4	INSTALL 4" THICK SIDEWALK (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	S.F.	1,940	13-	25,220-
5	INSTALL ADA CURB RAMP (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90%)	EA.	52	3,950-	205,400-
6	INSTALL 8" THICK CONCRETE CROSS GUTTER/APRON/ALLEY DRIVE APPROACH (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 95%)	S.F.	1,895	37-	70,115-
7	INSTALL 6" THICK CONCRETE RESIDENTIAL DRIVE APPROACH (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 95%)	S.F.	266	20-	5,320-
8	INSTALL 12" WHITE LIMIT LINE - THERMOPLASTIC	L.F.	225	4.80	1,080-
9	INSTALL 12" YELLOW/WHITE CROSSWALK LINE - THERMOPLASTIC	L.F.	267	4-	1,068-
10	INSTALL 24" YELLOW CROSSWALK LINE - THERMOPLASTIC	L.F.	540	8-	4,320-
11	INSTALL 6" YELLOW CENTER LINE (DETAIL 22) - THERMOPLASTIC	L.F.	3,624	2.75	9,966-
12	INSTALL WHITE/YELLOW PAVEMENT MARKINGS - THERMOPLASTIC	S.F.	220	18.20	4,004-
13	FURNISH AND INSTALL BLUE RETROREFLECTIVE FIRE HYDRANT MARKER	EA.	4	30-	120-
14	FURNISH AND INSTALL - PROJECT FUNDING SIGN FOR SB1 - C48 (CA) (48"x30")	EA.	2	1,500-	3,000-
<u>INCLUDE WITH BID</u>					

BID SCHEDULE - continuation
SB1 POPLAR AVE. REHABILITATION – Filburn Ave. to HWY 46

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	PRICE PER UNIT	TOTAL COST
15	ADJUST/RELOCATE EXISTING SIGN, FURNISH AND INSTALL NEW POLE, REQUIRED MOUNTING HARDWARE AND FOOTING	EA.	3	350-	1,050-
16	ADJUST MANHOLE TO GRADE	EA.	18	1,400-	25,200-
17	ADJUST WATER VALVE TO GRADE	EA.	31	1,225-	37,975-
18	ADJUST SURVEY MONUMENT TO GRADE	EA.	12	1,100-	13,200-
19	RELOCATE/ADJUST IRRIGATION SYSTEM - IN KIND	L.F.	50	50-	2,500-
20	PREPARE AND IMPLEMENT SWPPP	L.S.	1	5,000-	5,000-
21	TEMPORARY TRAFFIC CONTROL	L.S.	1	99,500-	99,500-

TOTAL BID: \$1,099,979-

Acknowledgment of Addenda
Addendum No. Initial

1,

Signature

Jose L. Hernandez - Vice President

Printed Name / Title

Bowman Asphalt, Inc.
Company

862672 08/31/2025

Contractor's License Number / Expiration Date

Selection of Bidder

Selection of bidder shall be based on the lowest responsible BID. The City has the option to reject all bids with or without cause. It is understood that the foregoing quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the contractor's compensation will be computed upon the basis of the actual quantities in the complete work, whether they be more or less than those shown. Bid shall include all taxes, permits, bonds, licenses, fees, shipping, installation and mobilization costs.



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Luis Villa, Public Works Director

DATE: October 3, 2023

SUBJECT: Adopt a Resolution Authorizing the City Manager or Designee to Procure Consultants/Contractors and Approve Expenses up to \$25,000.00 to Perform Work Related to Water Quality Analyses and Video Survey of Potential Future Well Sites.

Recommendation:

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or designee to procure Consultants/Contractors and approve expenses up to 25,000.00 to perform work related to water quality analyses and video survey of potential future well sites; and
- 2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c)(3), no environmental review is required.

Environmental Review:

The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:

City staff has been holding discussions with multiple landowners/farmers regarding the potential purchase of privately owned existing well sites. Staff suggests performing a thorough analysis of water quality and conducting a video survey to verify well site integrity before further discussions are held. The city could potentially acquire the well sites to increase our system's hydraulic capacity and meet the growing demand for water in our community. The city cannot currently provide water to new development, so adding to our water supply would enable future growth and development.

The city is eagerly anticipating the State Revolving Fund Grant, which will help replace existing deteriorating wells. However, the replacement wells may not offer significant additional capacity. As a result, staff is currently investigating various options to expand our existing water supply through new wells and develop a long-term plan.

Fiscal Impact:

The Water Enterprise Fund will encumber no more than \$25,000.00 for water quality analysis and video survey expenses of potential well sites.

Attachments:

1. Resolution

RESOLUTION NO. 2023 - _____

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO APPROVE EXPENSES IN AN AMOUNT NOT TO EXCEED \$25,000.00 TO PERFORM WATER QUALITY ANALYSIS AND VIDEO SURVEY OF POTENTIAL FUTURE WELL SITES.

WHEREAS, the City wishes to conduct water quality analyses and video survey of potential future well sites; and

WHEREAS, Funding for the services required to carry out these tasks will be provided by the Water Enterprise Reserve; and

WHEREAS, Staff is currently investigating various options to expand our existing water supply, and,

WHEREAS, the City will need to procure Consultants and Contractors to complete this Project.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Wasco as follows:

SECTION 1: Authorizes the City Manager or designee to procure Consultants and Contractors to complete this work and approve expenses up to 25,000.00.

SECTION 2: Authorizes the City Manager or designee to make necessary Water Enterprise reserve appropriations and budget amendments.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2023 - was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on October 3, 2023, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

VINCENT MARTINEZ,
MAYOR of the City of Wasco

Attest: _____

MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Keri Cobb, Community Development Director

DATE: October 3, 2023

SUBJECT: Adopt a Resolution to Authorize the City Manager or Designee to Execute the First Amendment to the On Call Consultant Services Agreement No. 2021-054 with QUAD KNOFF, INC (QK).

Recommendation:

Staff recommends the City Council:

- 1) Adoption of a resolution authorizing the City Manager or designee to execute the First Amendment to the On Call Consultant Services Agreement No. 2021-054 with QUAD KNOFF (QK).
- 2) Find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is, therefore, not subject to CEQA review.

Environmental Review:

This action is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to CEQA, since it does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. The approval of this agenda item does not commit the City to a definite course of action in regard to a project since the action authorized herein is a professional service agreement. This proposed activity is, therefore, not subject to CEQA. Any future action connected to this approval that constitutes a project will be reviewed for compliance with CEQA.

Background:

In 2021, the City Council approved a resolution authorizing the City Manager to enter into an agreement with QUAD KNOFF Inc. (QK) for on-call environmental consulting services. Since then, QK has assisted the City with environmental work for the well projects and has provided technical assistance on various other projects. That agreement expires in November.

Discussion:

The attached resolution authorizes the City Manager or designee to execute the first amendment to this agreement which extends the agreement for 24 months and updates the company's rate schedule.

Attachments:

1. Resolution
2. On Call Services Agreement No. 2021-054
3. First Amendment to On Call Services Agreement

RESOLUTION NO. 2023 - _____

A RESOLUTION OF THE CITY COUNCIL OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE FIRST AMENDMENT TO THE ON CALL CONSULTANT SERVICES AGREEMENT NO. 2021-054 WITH QUAD KNOPF, INC (QK)

WHEREAS, the City wishes to extend the on-call consultant services agreement with Quad Knopf, Inc. (QK) for twenty-four (24) months; and

WHEREAS, the First Amendment to On Call Consultant Services Agreement No. 2023-054 is attached as Exhibit "A"; and

WHEREAS, this action is not a project within the meaning of CEQA Guidelines Section 15378.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Wasco as follows:

SECTION 1: Authorizes the City Manager or designee to sign and execute the First Amendment to the On Call Consultant Services Agreement with Quad Knopf, Inc.

-oOo-

I HEREBY CERTIFY that the foregoing Resolution No. 2023 - was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on October 3, 2023, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

VINCENT MARTINEZ,
MAYOR of the City of Wasco

Attest: _____

MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco

ON CALL CONSULTANT SERVICES AGREEMENT NO. 2021 - 054

THIS AGREEMENT made this 16th day of November, 2021, by and between the CITY OF WASCO, a municipal corporation (the "City"), and QUAD KNOFF, INC., a California Corporation (dba QK), (the "Consultant").

WITNESSETH:

WHEREAS, City wishes to contract with Consultant to provide certain planning services (the "Consulting Services") more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof that may be required by the City from time to time under the terms and conditions described hereinafter and Consultant is agreeable thereto.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the parties agree as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. During the term of this Agreement, Consultant shall serve at the pleasure of the City Manager's designee who shall be the Community Development Director until further written notice to Consultant. Consultant shall perform those Consulting Services requested by the City by written or email direction to Consultant and within the time frames and any other terms and conditions of same described therein. Whenever Consulting Services are requested, Consultant shall submit a scope of work and cost proposal for same and City and Consultant shall negotiate, where necessary, over the terms of same. Consultant shall place the terms agreed upon in a task order in substantially the form described in Exhibit "C" attached hereto and by this reference made a part hereof, sign it and submit it to the City for the Community Development Director's signature and same shall become an amendment to this Agreement. Notwithstanding any other provision to this Agreement, City may contract with any other Consultants to perform any Consulting Services otherwise described herein and shall have no obligation or responsibility to utilize Consultant for any such Consulting Services.
3. Consultant shall receive payment for all Consulting Services performed by Consultant hereunder based on Time and Materials. As used in this Agreement, "Time and Materials" shall mean the number of hours devoted by Consultant to such Consulting Services charged at the rate set forth in the Consultant's Rate Schedule attached hereto as Exhibit "B" and by this reference made a part hereof and including all reasonable costs incurred by Consultant.
4. Consultant shall bill City no more often than monthly by invoice for the

Consulting Services provided. City Manager shall have the right to reasonable review of each invoice and, at the conclusion of the review, City Manager shall place the matter on the agenda for the next available City Council meeting for consideration by the City Council. Upon approval of the invoice, same shall be paid in the regular cycle of payments made by City for other bills and claims.

5. Consultant shall not provide services for projects within City to any entity or individual other than City without the prior written consent of the City.

6. Information, data, plans and specifications, Consultant's estimates, and all other project documents drafted or created by Consultant or on behalf of Consultant for City shall belong to City and Consultant hereby assigns all of its copyright interests therein to City, irrevocably and forever and agrees that City shall be the owner of all such copyrights. All of the foregoing documents hereafter prepared by Consultant for City or on behalf of Consultant for City shall be retained and maintained for City by Consultant in its offices at no additional cost to City. Consultant shall release all such files and documents as instructed by City from time to time, and all such files and documents shall belong to City. Consultant shall not be liable for use of any such files or documents for purposes other than their original intended purpose.

7. Consultant hereby agrees to indemnify, defend, and hold harmless City, its agents, officers, Councilmembers, employees, and representatives from any and all claims, liabilities, expenses, and damages, including, attorneys' fees, for injury to or death of any person, and for damage to any property, arising out of or related to any negligent or intentional act, error, or omission by or on behalf of Consultant in performance of Consulting Services under this Agreement, provided that in no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault.

8. The term of this Agreement shall be for 24 months from the date of this Agreement. Either party may terminate this Agreement at any time upon 30 days prior written notice to the other party. In the event of termination, Consultant shall be entitled to payment for the work completed by Consultant prior to the date of termination.

9. All notices required to be given under this Agreement or by law shall be in writing and shall be deemed served if personally delivered or if sent by confirmed facsimile or electronic mail ("Email") or by United States mail, certified, return receipt requested, with date of signing the return receipt (or refusal to sign) as the date of service as follows: if to City - City Manager, 746 8th Street, Wasco, California 93280, Fax – (661) 758-7239, Email – CityClerk@cityofwasco.org or if to Consultant – Janel Freeman, CFO, 5080 California Avenue, Suite 220, Bakersfield, California 93309, Fax -559.733.7821 Email - janel.freeman@qkinc.com Any party may change any of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein

10. Time is of the essence with regard to each covenant, condition and provision of this Agreement.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

12. This Agreement and the projects arising hereunder constitute the entire agreement between the parties with regard to the subject matter herein and supersede all prior oral and written agreements and understandings between the parties with respect thereto.

13. This Agreement may not be altered, amended, or modified except by a writing executed by duly authorized representatives of all parties. This Agreement or any amendment to same may be executed in counterparts.

14. In the event any action or proceeding is instituted arising out of or relating to this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and actual costs.

15. Waiver by a party of any provision of this Agreement shall not be considered a continuing waiver or a waiver of any other provision, including the time for performance of any such provision.

16. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns. Notwithstanding the foregoing, Consultant shall not, under any conditions, assign this Agreement or any part thereof to any other entity or individual.

17. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and not be affected, impaired, or invalidated thereby.

18. City and Consultant acknowledge that each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

19. Without limiting Consultant's obligations under Paragraph 7 of this Agreement, Consultant shall obtain and maintain during the life of this Agreement:

(a) Comprehensive general liability insurance coverage in an amount not less than \$1 million per occurrence and automobile liability for owned, hired, and non-owned vehicles;

(b) Professional/negligent acts, errors and omissions insurance satisfactory to City in an amount not less than \$1 million per claim; and

(c) Consultant shall provide City with appropriate certificates of insurance and endorsements for the comprehensive general liability insurance coverage in which City, its officers, Councilpersons, employees, and agents shall be named as additional insureds and specifically designating all such insurance as "primary," and providing further that same shall not be terminated nor coverage reduced without ten days prior written notice to City.

20. Consultant is an independent contractor under this Agreement and is not an agent or employee of City.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

DocuSigned by:

M. Scott Hurlbert

740A5800F39347E...

M. Scott Hurlbert, City Manager,
City of Wasco, California, **"City"**

DocuSigned by:

Janel Freeman

2D44EE5DE0E1436...

JANEL FREEMAN,
Controller/Corporate Secretary,
QUAD KNOFF, INC., a
California Corporation (dba QK),
"Consultant"

EXHIBIT A

SCOPE OF SERVICES ON-CALL PROFESSIONAL SERVICES

Scope of Services

Professional services to be performed Consultant on an as-needed basis as provided herein may include, but are not limited to:

Environmental Planning

- Environmental Impact Reports (EIR)
- Initial Studies
- Negative Declarations/Mitigated Negative Declarations
- Categorical Exemptions
- Environmental Impact Statements (EIS)
- Environmental Assessments (EA)/Findings of No Significant Impacts (FONSI)
- Categorical Exclusions
- Cultural Resource Assessments
- Mitigation Monitoring & Reporting Plans and Programs
- Storm Water Pollution Prevention Plans (SWPPP)
- Water Supply Assessments
- Global Climate Change Evaluation/Greenhouse Gas
- Other Technical Documents in Support of CEQA/NEPA Compliance.

Additional Services

Consultant shall be compensated by City for additional services provided by Consultant as requested in writing by City in accordance with the Hourly Rate Schedule in effect at the time of performance of the additional services and subject to any maximum amount mutually agreed to in writing.

Charge Rate Schedule



2021 CHARGE RATE SCHEDULE

Current

TECHNICAL SERVICES	
Project Assistant	\$69 / hour
Project Administrator	\$92 / hour
Assistant CADD Technician/Designer /GIS Technician	\$87 / hour
Associate CADD Technician/Designer /GIS Analyst	\$102 / hour
Senior Associate CADD Technician/Designer/ GIS Analyst	\$118 / hour
Senior CADD Technician/Designer /GIS Analyst	\$133 / hour
Landscape Architect Technician	\$102 / hour
PROFESSIONAL SERVICES	
Engineering	
Assistant Engineer	\$115 / hour
Associate Engineer	\$145 / hour
Senior Associate Engineer	\$170 / hour
Senior Engineer / City Engineer / District Engineer	\$199 / hour
Principal Engineer	\$250 / hour
Planning / Environmental / Landscape Architecture	
Assistant Environmental Scientist	\$80 / hour
Assistant Planner	\$90 / hour
Associate Planner/Environmental Scientist	\$105 / hour
Senior Associate Environmental Scientist	\$130 / hour
Senior Associate Planner	\$130 / hour
Senior Environmental Scientist	\$155 / hour
Senior Planner/ Landscape Architect	\$155 / hour
Principal Planner/Environmental Scientist	\$170 / hour
Senior Principal Planner/Environmental Scientist	\$195 / hour
Construction and Project Management	
Field Construction Observer	\$118 / hour
Senior Field Construction Observer	\$138 / hour
Assistant Construction/Project Manager	\$110 / hour
Associate Construction/Project Manager	\$129 / hour
Project Manager	\$133 / hour
Senior Associate Construction/Project Manager	\$148 / hour
Senior Construction/Project Manager	\$170 / hour
Principal Construction/Project Manager	\$185 / hour
Surveying	
Assistant Surveyor	\$102 / hour
Associate Surveyor	\$116 / hour
Senior Associate Surveyor	\$145 / hour
Senior Surveyor	\$170 / hour
One-Person Survey Crew	\$140 / hour
Two-Person Survey Crew	\$225 / hour
Three-Person Survey Crew	\$275 / hour
UAV Pilot	\$156 / hour
UAV Flight Observer	\$116 / hour

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit.

EXPENSES	
Plotting, Printing and Reproduction, Equipment Rental, Postage and Shipping	1.15 x Cost
Transportation and per diem (QK will provide documented evidence of business travel, travel outside of work areas shall be pre-approved by Client)	1.15 x Cost
Mileage	\$0.67 / mile
Other Expenses – Including Subconsultants & Purchased Services through Subcontracts	1.15 x Cost

Rates are effective through December 31, 2021. If contract assignment extends beyond that date, a new rate schedule may be added to the contract.
Expert Witness/ Litigation support will be billed as quoted.

Rates based on "Prevailing Wage" (PW) for Construction Surveying will be determined by project and County per California law.

12/23/2020

CITY OF WASC
ORIGINAL

EXHIBIT C

CITY OF WASCO
WORK AUTHORIZATION AND TASK ORDER NO. ____
PROJECT NAME
Job No. _____

Project #:	Phase #:	Task#:										
Project Title:												
Project Description:												
Scope of Work:												
Period of Performance:												
Budget:												
Special Terms and Conditions: All of the terms and conditions of the Agreement between _____ and Quad Knopf, Inc. dated _____ are incorporated by reference as if fully set forth herein.												
Invoicing Requirements: ▪ Payment Terms: Net 30 Days ▪ Contract Type: <input type="checkbox"/> Time & Materials _____ <input type="checkbox"/> Fixed Fee _____ ▪ Invoice Frequency: Monthly												
<table><tr><td>Quad Knopf, Inc.</td><td>City of Wasco</td></tr><tr><td>By: _____ Signature</td><td>By: _____ Signature</td></tr><tr><td>Name: <u>Janel Freeman</u></td><td>Name: _____</td></tr><tr><td>Title: <u>Controller/Corporate Secretary</u></td><td>Title: _____</td></tr><tr><td>Date: _____</td><td>Date: _____</td></tr></table>			Quad Knopf, Inc.	City of Wasco	By: _____ Signature	By: _____ Signature	Name: <u>Janel Freeman</u>	Name: _____	Title: <u>Controller/Corporate Secretary</u>	Title: _____	Date: _____	Date: _____
Quad Knopf, Inc.	City of Wasco											
By: _____ Signature	By: _____ Signature											
Name: <u>Janel Freeman</u>	Name: _____											
Title: <u>Controller/Corporate Secretary</u>	Title: _____											
Date: _____	Date: _____											



RESOLUTION NO. 2021 - 3683

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN ON-CALL CONSULTANT SERVICES AGREEMENT WITH QUAD KNOFF, INC (QK).

WHEREAS, the City wishes to enter in to an on-call consultant services agreement for certain planning services; and

WHEREAS, the services to be purchased are described in the agreement attached as Exhibit "A"; and

WHEREAS, said purchase will be made in the form and manner prescribed by the City of Wasco Municipal Code, California Public Contract Code and the agreement attached as Exhibit A; and,

WHEREAS, the Professional Services Agreement shall be governed by and construed in accordance with the laws of the State of California; and,

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Wasco as follows:

SECTION 1: Authorizes the City Manager to execute an agreement with QUAD KNOFF, INC (QK) as shown in Exhibit "A."

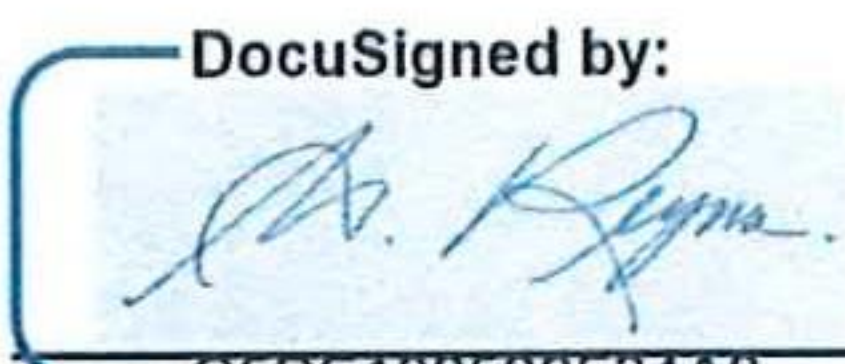
SECTION 2: The agreement shall not be effective unless and until executed by the City Manager upon satisfaction of the requirements and contingencies identified therein.

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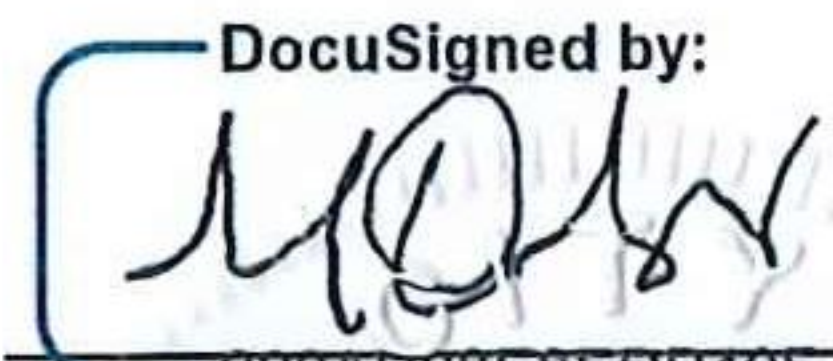
CITY OF WASCO
ORIGINAL

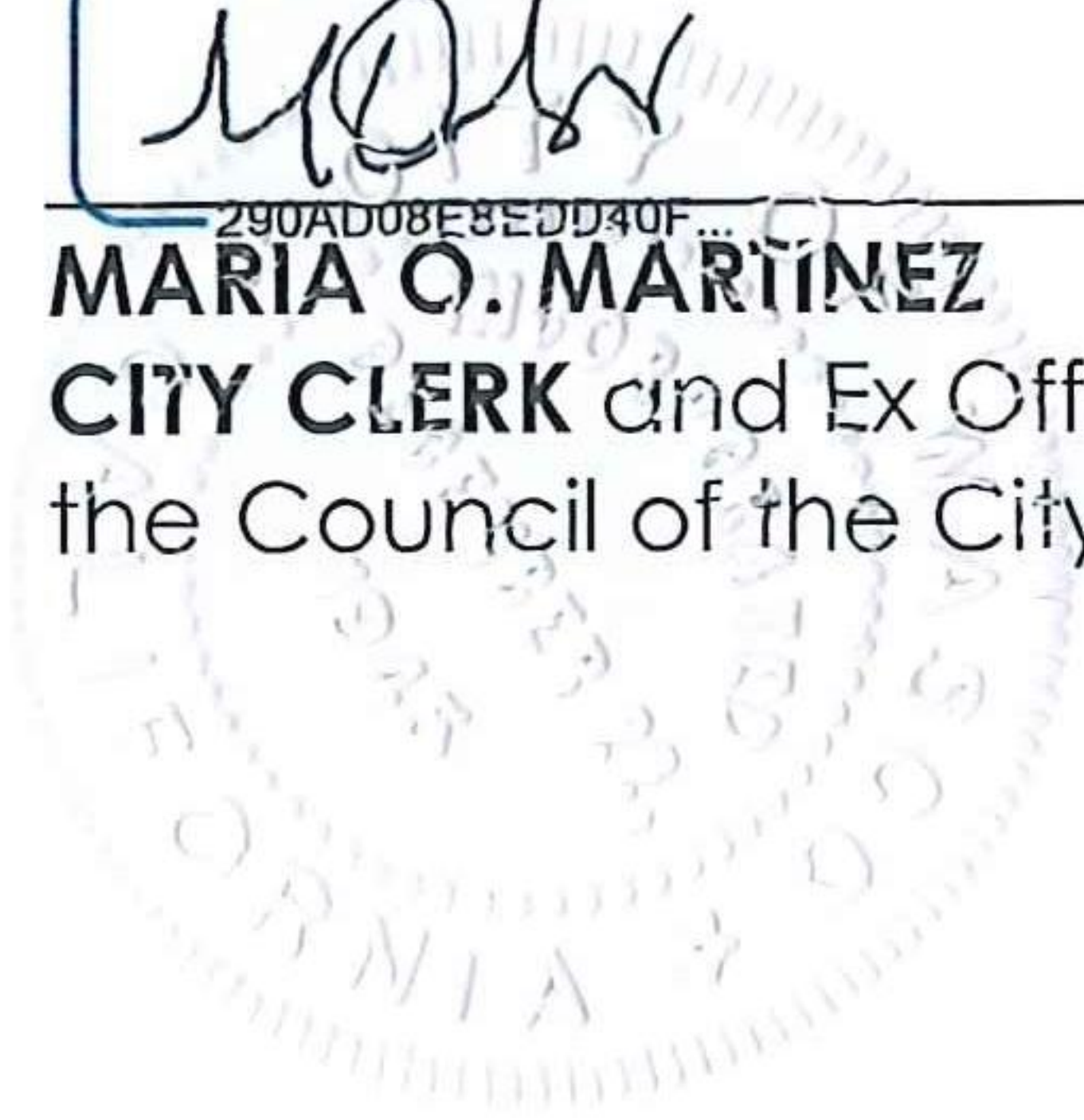
I **HEREBY CERTIFY** that the foregoing Resolution No. 2021 - 3683 was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on November 16, 2021, by the following vote:

COUNCIL MEMBERS:
AYES: REYNA, PALLARES, CORTEZ, GARCIA, MARTINEZ
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

DocuSigned by:

C5DE139539F34A0...
GILBERTO REYNA,
MAYOR of the City of Wasco

Attest: 11/17/2021

DocuSigned by:

290AD08E8EDD40F...
MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco



CITY OF WASCO
ORIGINAL

**FIRST AMENDMENT TO
ON CALL CONSULTANT SERVICES AGREEMENT NO. 2021 - 054**

THIS AMENDMENT TO AGREEMENT (the “Amendment”) made this 3rd day of October 2023, by and between the CITY OF WASCO, a municipal corporation (the "City"), and QUAD KNOPF, INC., a California Corporation (dba QK), (the “Consultant”).

WITNESSETH:

WHEREAS, the City entered into that certain agreement with Consultant for on-call consulting services dated November 16, 2021 (the “Agreement”) and the parties wish to amend the Agreement to extend the term and to update the rate schedule under the terms and conditions hereinafter described.

NOW THEREFORE, the parties hereby amend the Agreement as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. The parties replace the first sentence in paragraph 8 of the Agreement with the following: “The term of this Agreement shall be for 24 months from November 16, 2023.”
3. The parties hereby replace Exhibit “B” in the Agreement with Exhibit “B” attached hereto and by this reference made a part hereof.
4. The parties hereby amend Exhibit “C” in the Agreement by removing Janel Freeman, Controller/Corporate Secretary as the signatory.
5. Except as amended herein, the Agreement and each of its terms and conditions are hereby reaffirmed. In the event of any inconsistency or ambiguity between the Agreement and this Amendment, the terms of this Amendment shall control.
6. This Amendment may be executed in counterparts. A facsimile or electronic copy of this Amendment shall be as effective as the original for all purposes.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first hereinabove written.

City of Wasco, California, “**City**”

By: _____
M. SCOTT HURLBERT, City Manager,

QUAD KNOPF, INC., a California
Corporation (dba QK), “**Consultant**”

By: _____
AMBER AGUAYO, CFO/COO

EXHIBIT “B”



2023 CHARGE RATE SCHEDULE

		Current
TECHNICAL SERVICES		
Project Administrator		\$100 hour
Assistant CADD Technician / Assistant CADD Designer / GIS Technician		\$96 hour
Associate CADD Technician / Associate CADD Designer / Associate GIS Analyst		\$112 hour
Senior Associate CADD Technician/ Senior Associate CADD Designer / Senior Associate GIS Analyst		\$122 hour
Senior CADD Technician / Senior CADD Designer / Senior GIS Analyst		\$145 hour
Landscape Architect Technician		\$112 hour
PROFESSIONAL SERVICES		
Engineering		
Assistant Engineer		\$118 hour
Associate Engineer		\$150 hour
Senior Associate Engineer		\$175 hour
Project Engineer		\$195 hour
Senior Engineer / City Engineer / District Engineer		\$230 hour
Principal Engineer		\$275 hour
Planning / Environmental / Landscape Architecture		
Assistant Environmental Scientist		\$88 hour
Assistant Planner		\$100 hour
Associate Planner / Associate Environmental Scientist		\$121 hour
Senior Associate Environmental Scientist		\$140 hour
Senior Associate Planner		\$145 hour
Senior Environmental Scientist		\$173 hour
Senior Planner / Senior Landscape Architect		\$173 hour
Principal Planner / Principal Environmental Scientist		\$195 hour
Senior Principal Planner / Senior Principal Environmental Scientist		\$215 hour
Construction and Project Management		
Field Construction Observer		\$130 hour
Senior Field Construction Observer		\$152 hour
Assistant Construction Manager / Assistant Project Manager		\$121 hour
Associate Project Manager		\$139 hour
Associate Construction Manager / Associate Field Construction Observer		\$142 hour
Project Manager		\$146 hour
Senior Associate Construction Manager / Senior Associate Project Manager		\$163 hour
Senior Project Manager		\$187 hour
Senior Construction Manager		\$190 hour
Principal Construction Manager / Principal Project Manager		\$210 hour
Surveying		
Assistant Surveyor		\$113 hour
Associate Surveyor		\$130 hour
Senior Associate Surveyor		\$160 hour
Project Surveyor		\$178 hour
Senior Surveyor		\$190 hour
One-Person Survey Crew		\$155 hour
Two-Person Survey Crew		\$250 hour
Three-Person Survey Crew		\$350 hour
UAV Pilot		\$178 hour
UAV Flight Observer		\$130 hour

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit.

EXPENSES	
Plotting, Printing and Reproduction, Equipment Rental, Postage and Shipping	1.15 x Cost
Transportation and per diem (QK will provide documented evidence of business travel, travel outside of work areas shall be pre-approved by Client)	1.15 x Cost
Mileage	\$0.77 mile
Other Expenses – including Subconsultants & Purchased Services through Subcontracts	1.15 x Cost

Rates are effective through December 31, 2023. If contract assignment extends beyond that date, a new rate schedule may be added to the contract. Expert Witness/ Litigation support will be billed as quoted.

Rates based on "Prevailing Wage" (PW) for Construction Surveying will be determined by project and County per California law.

12/20/2022



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Maria Lara, Assistant City Manager

DATE: October 3, 2023

SUBJECT: Adopt a Resolution Authorizing the City Manager or Designee to Approve, Review, and Provide Inspection of the Wasco Rotary Sign Project Implementation.

Recommendation:

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or Designee to Approve, Review, and Provide Inspection of the Wasco Rotary Sign Project Implementation, and
- 2) Find that this action is exempt under the California Environmental Quality Act State Guidelines pursuant to Section 15311; therefore, no environmental review is required.

Environmental Review:

The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is exempt from CEQA pursuant to Section 15311 (Accessory Structures) because the project involves the installation of minor structures (signs) accessory to an existing primary use. Thus, no environmental review is required.

Background:

The Wasco Rotary International Club provides service to others, promotes integrity, and advances world understanding, goodwill, and peace through our fellowship of business, professional, and community leaders.

Discussion:

The Wasco Rotary Club proposes installing a Rotary sign and four, bilingual English / Spanish individual reflectorized aluminum road signs. The signs sequentially present the Rotary 4-Way Test in bright white lettering over a blue background with a gold border. A "high-impact" way to profile Wasco Rotary International Club and provide a community

service simultaneously. A Rotary Club representative will present the project and potential locations.

The four bilingual signs' messages are as follows:

1. Is it the TRUTH? - ¿Es la VERDAD?
2. Is it FAIR to all concerned? - ¿Es JUSTO para todos los interesados?
3. Will it build GOOD WILL and BETTER FRIENDSHIPS? - ¿Construirá BUENA VOLUNTAD y MEJORES AMISTADES?
4. Will it be BENEFICIAL to all concerned? - ¿Será BENEFICIOSO para todos los interesados?

Below are some links and pictures providing details regarding this service project:

1. [Here is the Rotary sign example](#). The site includes the dimensions of the sign. This would be sign #1.



2. [Here are the four-way sign examples](#). The site includes the dimensions of each sign. These would be signs #2-5.



3. [Pole Sign Example](#). This is a sample of a pole sign.



This project is an excellent community service that communicates the values of the Wasco Rotary International Club.

Fiscal Impact:

Staff time to review and inspect the installation of the signs to ensure they meet the City's requirements.

Attachments:

1. Proposed Project Location
2. Resolution



4 Feet
Height

Sign #2

Sign #1

4 Feet
Height



4 Feet
Height

Sign #4

4 Feet
Height

Sign #3



Sign #5

4 Feet
Height

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO APPROVE, REVIEW, AND PROVIDE INSPECTION OF THE WASCO ROTARY INTERNATIONAL CLUB SIGN PROJECT

WHEREAS, the Wasco Rotary International Club proposes installing a Rotary Sign and four-way test value signs in the City of Wasco; and

WHEREAS, the City of Wasco will review and inspect the installation of the signs to ensure they meet City's standards; and

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Wasco as follows:

SECTION 1: The City Council approves the Wasco Rotary International Club Sign Project.

SECTION 2: Authorizes the City Manager or designee to review and inspect the installation of all signs.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2023 - was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on October 3, 2023, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

VINCENT MARTINEZ,
MAYOR of the City of Wasco

Attest: _____

MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Charlie Fivecoat, Chief of Police

DATE: October 3, 2023

SUBJECT: Adopt a Resolution Authorizing the City Manager or Designee to Finalize and Execute a Purchase Agreement with ProForce Law Enforcement for Personal Body Armor used by Police and Code Compliance Officers.

Recommendation:

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or Designee to Finalize and Execute a Purchase Agreement with ProForce Law Enforcement for body armor including carriers for the Police Department and Code Compliance Officers.
- 2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:

The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Background:

Body armor and carriers (vests) are required to provide ballistic and edged weapon protection for law enforcement officers and code compliance employees. The Police Department has worked with Angel Armor and Proforce Law Enforcement to evaluate body armor equipment and determine the preferred solution for the City of Wasco.

Discussion:

Quotations for this safety equipment were requested from three vendors as follows:

Item	Curtis Blue Line	ProForce	Angel Armor
Level IIIA External	\$1,250.	\$987.00	\$1,158.
Concealed Carrier	\$ 110.00	\$62.50	\$160.00
Equip. Pouches	\$.121.25	\$90.00	\$142.00
	\$1,360.00	\$1,139.50	\$1,460.00

The quality, availability, and service level of each vendor have been evaluated. Staff has secured equipment for hands-on evaluation. After an investigation with existing customers and comparing the cost/benefit of each product vendor, staff is recommending ProForce Law Enforcement as the preferred vendor.

The Police Department will require twenty-five (25) sets of body armor for full-time and reserve officers.

Staff recommends authorization for expenditure of up to \$29,000.00 for this purchase.

Fiscal Impact:

The previously appropriated Police Department start-up budget contains sufficient funds for this purchase. No budget action is required with the approval of this item.

Attachments:

1. Resolution
2. Agreement with Exhibit A

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO FINALIZE AND EXECUTE A PURCHASE ORDER WITH PROFORCE LAW ENFORCEMENT FOR THE POLICE DEPARTMENT AND CODE COMPLIANCE BODY ARMOR

WHEREAS, The City of Wasco is pursuing the formation of a local Police Department; and

WHEREAS, The City of Wasco Police Department and Code Compliance staff will require body armor to provide ballistic and edged weapon protection during the performance of their duties; and

WHEREAS, ProForce Law Enforcement body armor has been evaluated by the Police Department and Code Compliance and determined to be the preferred solution for price, wearability and protection; and

WHEREAS, ProForce Law Enforcement proposes to provide body armor to the City of Wasco pursuant to the provided quotation.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Wasco as follows:

SECTION 1: Authorizes the City Manager or designee to finalize and execute a purchase order pursuant to the quotation attached hereto as Exhibit "A" with ProForce Law Enforcement.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2023 – was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on October 3, 2023, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

VINCENT MARTINEZ
MAYOR of the City of Wasco

Attest: _____

MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco



ARMOR

LEVEL IIIA | TECH SPECS

HARDWARE®
ARMOR SYSTEMS

GENERAL_

TEST STANDARD	NIJ Standard: 0101.06
THREAT TYPE	Ballistic Level IIIA
MODEL	HW-2019-01-SB

DESIGN_

CONFIGURATION	Neutral
ARMOR MATERIAL	DSM Dyneema®
ARMOR PANEL COVERING	70D Brook wood Balloon HST

PERFORMANCE_

AREAL DENSITY	0.68 lbs/ft2
THINNESS	0.23 in (5.84 mm)
NEW V50 – .357 SIG FMJ (FN) 125 GR	1849 ft/s (563.6 m/s)
CONDITIONED V50 – .357 SIG FMJ (FN) 125 GR.	1880 ft/s (573.0 m/s)
NEW V50 – .44 MAG SJHP 240 GR.	1790 ft/s (545.6 m/s)
CONDITIONED V50 – .44 MAG SJHP 240 GR.	1663 ft/s (506.9 m/s)
BACKFACE AVERAGE – .357 SIG FMJ (FN) 125 GR.	26.0 mm
BACKFACE AVERAGE – .44 MAG SJHP 240 GR.	36.0 mm
RPI – .357 SIG FMJ (FN) 125 gr.	2719
RPI – .44 MAG SJHP 240 gr.	2632

ADDITIONAL SPECIAL THREATS_*

- Speer 357 Sig 125gr GDHP (23918) @ 1465 fps
- Win 9mm 127gr. +P+ SXT (RA9TA) @ 1460 fps
- Win 40 Cal 165gr SXT (RA40TA) @ 1230 fps
- 7.62x25 – 85gr. Tokarev Romanian @ 1550 fps
- Fed 9mm 100gr Frangible (BC9NT3) @ 1100 fps
- FNH USA 5.7x28mm 40 gr. Blue Tip SS197SR @ 1950 fps
- FNH USA 5.7x28mm 40 gr. Blue Tip SS197SR @ 1950 fps
- Frag TestingV-50 (clay backing)

2 gr.	2632
4 gr.	2336
16 gr.	1990
64 gr.	1694

* All special threat testing was completed at an independent, certified NIJ laboratory and in accordance with a modified NIJ 0101.06 Standard unless otherwise stated.

These commodities, technology or software are controlled for export in accordance with the U.S Export Administration Regulations. Diversion contrary to U.S. law is prohibited.



2625 Stearman Drive, Prescott AZ, 86301
 Tel: 928-776-7192 Fax: 928-445-3468
 email: sales@proforceonline.com www.proforceonline.com

O R D E R

Q U O T E

QUOTE#	PAGE
663045	1
SHIP DATE	
A.S.A.P.	

**SOLD
TO**

CITY OF WASCO
 746 8TH ST

WASCO

CA 93280

**SHIP
TO**

CITY OF WASCO
 746 8TH ST

WASCO

CA 93280

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	09/14/23	116835	A	GREGG MCCLUNG	FX G-FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
1	1219784-M SBA SX02 II A7 MALE PANEL SET	539.78	EA .00	539.78
1	1219793-M SBA SX02 IIIA A7 MALE PANEL SET	710.23	EA .00	710.23
1	1348925 SBA M SERIES CONCEAL CARRIER COLOR:	62.50	EA .00	62.50
1	1220902-58 SBA SOFT TRMA PLT 5X8 INCH	11.37	EA .00	11.37
1	1345758 SBA SAC PD SO CARRIER 2.0 DN6700 COLOR:	213.64	EA .00	213.64
1	1290135 SBA TAC OVERT CARR SIDE OPEN TMW COLOR:	186.37	EA .00	186.37
1	1223589-SL SBA ID PATCH LARGE SHERIFF 8.5X3	5.69	EA .00	5.69

COMMENT

TERMS

PROFORCE LAW ENFORCEMENT

2625 Stearman Drive, Prescott AZ, 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

O R D E R

Q U O T E

QUOTE#	PAGE
663045	2
SHIP DATE	
A.S.A.P.	

**SOLD
TO**

CITY OF WASCO
746 8TH ST

WASCO

CA 93280

**SHIP
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CA 93280

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	09/14/23	116835	A	GREGG MCCLUNG	FX G-FOB ORIGIN	
QTY. ORDER	ITEM NO./DESC.			UNIT PRICE	UOM DISC.	NET PRICE
1	1219671-TP10A SBA TP10A SIDE ARM MAG POUCH DOUBLE			20.46	EA .00	20.46
1	1219671-TP17A SBA TP17 HANDCUFF POUCH DOUBLE			18.19	EA .00	18.19
1	1219671-TP21A SBA UNIV RADIO PCH W/BUNGEE			29.55	EA .00	29.55
1	1219671-TP13 SBA TP13 MK3/MK4 AEROSOL POUCH			15.91	EA .00	15.91
IMPORTANT: To order from this quotation, please sign below.						
Printed Name: _____						
- _____						
Date: _____ P.O.: _____						
- _____						
Signature: _____						
COMMENT FOR CHARLIE FIVECOAT DOR BY RYAN S				SALES AMOUNT		1,813.69
TERMS Credit Card				7.250% SALES TAX		131.49
				SUB TOTAL		1,945.18



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Charles Fivecoat, Chief of Police

DATE: October 3, 2023

SUBJECT: Adopt A Resolution Authorizing the City Manager or Designee to Finalize, Execute and Implement the City of Wasco Police Department Policy Manual developed with the use of Lexipol, LLC, a Delaware Limited Liability Company.

Recommendation:

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or Designee to Finalize, Execute and Implement The City of Wasco Police Department Policy Manual developed with the use of Lexipol, LLC, a Delaware Limited Liability Company.
- 2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:

The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:

Lexipol is a private company based in Frisco, Texas, that provides policy manuals, training bulletins, and consulting services to law enforcement agencies, fire departments, and other public safety departments. Lexipol was born from a vision of a better, safer way to run a public safety agency. Lexipol was created by two attorneys in 2003, Bruce Praet and Gordon Graham. Bruce had courtroom experience representing public safety agencies and the Gordan Foundation in risk management principles, including a unique approach to training methods while at the California Highway Patrol. From that foundation, Lexipol grew to form an entire risk management solution for public safety and local government. Lexipol started by developing comprehensive, continuously updated

policies for public safety agencies. Later adding online training, wellness resources, grant services, and an electronic policy management platform, as well as the digital communities Police1, FireRescue1, Corrections1, EMS1, and Gov1. Today, Lexipol serves more than 2 million public safety and government professionals with a range of informational and technological solutions to meet the challenges facing these dynamic industries.

The professional services Agreement No. 2023-011 with the City of Wasco and Lexipol, LLC identified that Lexipol was to develop a law enforcement manual for the City. Lexipol staff, along with the Chief of Police and the Police Records Administrator, worked on developing the ten (10) chapters of the policy manual and reviewed countless policies to make sure every section was complete.

Below is provided a link to the draft City of Wasco Police Department Policy Manual located on the City of Wasco website.

<https://www.cityofwasco.org/DocumentCenter/View/2396/City-Council-Agenda-12c-Attachment-to-the-Staff-Report-Draft-City-of-Wasco-Police-Department-Policy-Manual>

Fiscal Impact:

Fiscal impact is accounted for in the full year subscription approved in the Budget for Fiscal Year 2023 – 2024. No budget action is required with the approval of this item.

Attachments:

1. Agreement No. 2023-011
2. Resolution

AGREEMENT No. 2023 - 011

THIS AGREEMENT (the "Agreement") made this 21st day of February, 2023, ("Effective Date") by and between the CITY OF WASCO ("City") a California Municipal Corporation, and Lexipol, LLC, a Delaware limited liability company, (the "Consultant"),

W I T N E S S E T H:

WHEREAS, City wishes to hire Consultant to provide the services described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Services") pursuant to the terms and conditions hereinafter described and Consultant is agreeable thereto.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the parties agree as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. City hereby contracts with Consultant to perform the Services. The Services and deliverables associated therewith shall be provided each year during the Term (hereinafter described) of this Agreement.
3. City shall pay Consultant per conducted entries via a submitted invoice (the "Invoice") to City for payment of selected services and associated fees. There shall be no other charges payable by the City. The City Manager or his designated representative shall have the right of reasonable review of each Invoice and, at the conclusion of the review, the City Manager shall place the matter on the agenda for the next available meeting of the City Council of the City for consideration. Upon approval of each such Invoice by the City Council, same shall be paid in the regular cycle of payments made by City for other bills and claims.
4. Unless earlier terminated as hereinafter described, the term of this Agreement (the "Term") shall be for three years from Effective Date.
5. Consultant shall indemnify, defend and hold harmless City, its officers, Councilmembers, employees, and agents from any and all claims,

liabilities, expenses, and damages, including attorney's fees, for injury to or death of any person, and for damage to any property, arising out of or in any way connected with any act or omission by or on behalf of Consultant. Notwithstanding the foregoing, to the extent that City provides Consultant with information, records, or other documents necessary or convenient for Consultant to complete the Services, Consultant may rely on the accuracy and completeness of same (except as otherwise advised by City in writing) and Consultant shall have no liability for same to the extent that they are incomplete or inaccurate.

6. Without limiting Consultant's obligations under Paragraph 5 of this Agreement, Consultant shall maintain worker's compensation insurance in amounts required by law. Consultant shall also obtain and maintain during the life of this Agreement comprehensive general liability insurance coverage, in an amount of \$1 million per occurrence and automobile liability for owned, hired, and non-owned vehicles. Consultant shall provide City with appropriate certificates of insurance and endorsements for the foregoing in which City, its officers, Councilmembers, employees, and agents are named as additional insureds and specifically designating all such insurance as primary, and providing that same shall not be terminated nor coverage reduced without ten days prior written notice to City.

7. Consultant shall not assign its interest herein or any part thereof and any attempted assignment shall be void.

8. Either party may terminate this Agreement at any time by giving the other party ten (10) days prior written notice, provided that in such event and except as otherwise described herein Consultant shall be entitled to payment, or subject to return of payment received, as detailed in Exhibit "A".

9. All notices required to be given under this Agreement or by law shall be in writing and shall be deemed received by the party to whom directed if personally served or when faxed or when sent by electronic mail ("email") or when deposited in the United States mail, postage prepaid, first class, or addressed as follows: If to City, City Manager, 746 8th Street, Wasco, California 93280, Fax — (661) 758-5411, Email: CityClerk@cityofwasco.org. If to Consultant, Lexipol, Attn: Monique Childers, 2611 Internet Boulevard, Suite 100, Frisco, Texas 75034 Email: MChilders@lexipol.com. Any party may change its address by giving notice to the other party in the manner herein described.

10. Time is of the essence with regard to each covenant, condition and provision of this Agreement.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

12. This Agreement constitutes the entire Agreement between the parties with regard to the subject matter herein and supersedes all prior oral and written agreements and understandings between the parties with respect thereto.

13. This Agreement may not be altered, amended, or modified except by a writing executed by duly authorized representatives of all parties.

14. In the event any action or proceeding is instituted arising out of or relating to this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and actual costs.

15. This Agreement may be executed in counterparts. A facsimile or electronic copy of this fully executed agreement shall be as effective as the original for all purposes.

16. Waiver by a party of any provision of this Agreement shall not be considered a continuing waiver or a waiver of any other provision, including the time for performance of any such provision.

17. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns.

18. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and not be affected, impaired, or invalidated thereby.

19. City and Consultant each acknowledge that each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

20. All reports, information, data and exhibits drafted or provided by Consultant and all copyrights shall be the property of City and shall be delivered to City upon demand without additional costs or expense to City.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

City of Wasco, California, "City"

DocuSigned by:
By: M. Scott Hurlbert
740A5800F39347E...
M. Scott Hurlbert, City Manager

Lexipol, LLC, "Consultant"

DocuSigned by:
By: Monique Childers
8FB62F4F323D402...
Monique Childers



MASTER SERVICE AGREEMENT

Agency's Name: Wasco Police Department (CA)
 Agency's Address: 746 8th Street
 Wasco, California 93280

Attention: Chief Charlie Fivecoat

Sales Rep: Monique Childers
 Lexipol's Address: 2611 Internet Boulevard, Suite 100
 Frisco, Texas 75034

Effective Date: 03/01/2023
 (to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), which may include one or more Lexipol subsidiary entities, and the Agency identified above.

This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions Specific to this Agreement

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Wasco Police Department (CA)


Signature: 
DocuSigned by: 6C72FEC8E8034C0...

Print Name: M. Scott Hurlbert

Title: City Manager

Date Signed: 2/23/2023

Lexipol, LLC

Signature: 
DocuSigned by: E06AE53CE2B042A...

Print Name: Jan Roos

Title: Vice President & General Counsel

Date Signed: 2/27/2023

Exhibit A**SELECTED SERVICES AND ASSOCIATED FEES****Agency is purchasing the following:**

Prorated term: March '23 - June '23

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (Start: 3/1/2023 End: 6/30/2023)	USD 2,748.33	10%	USD 274.83	USD 2,473.50
1	Annual Law Enforcement Supplemental Manual(s) (Start: 3/1/2023 End: 6/30/2023)	USD 384.00	10%	USD 38.40	USD 345.60
1	Annual Law Enforcement Procedures (Start: 3/1/2023 End: 6/30/2023)	USD 161.67	10%	USD 16.17	USD 145.50
	Subscription Line Items Total			USD 329.40	USD 2,964.60
				USD 329.40	USD 2,964.60
Prorated term: March '23 - June '23 Discount:					USD 329.40
Prorated term: March '23 - June '23 TOTAL:					USD 2,964.60

Full Year Subscription: July '23 - June '24

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (Start: 7/1/2023 End: 6/30/2024)	USD 8,245.00	10%	USD 824.50	USD 7,420.50
1	Annual Law Enforcement Supplemental Manual(s) (Start: 7/1/2023 End: 6/30/2024)	USD 1,152.00	10%	USD 115.20	USD 1,036.80
1	Annual Law Enforcement Procedures (Start: 7/1/2023 End: 6/30/2024)	USD 485.00	10%	USD 48.50	USD 436.50
	Subscription Line Items Total			USD 988.20	USD 8,893.80
				USD 988.20	USD 8,893.80
Full Year Subscription: July '23 - June '24 Discount:					USD 988.20
Full Year Subscription: July '23 - June '24 TOTAL:					USD 8,893.80

Implementation

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Law Enforcement Full Implementation	USD 16,387.00		USD 0.00	USD 16,387.00

	UNIT PRICE	DISC	DISC AMT	EXTENDED
One-Time Line Items Total			USD 0.00	USD 16,387.00
			USD 0.00	USD 16,387.00
Implementation TOTAL:				USD 16,387.00

*Law Enforcement pricing is based on 14 Law Enforcement Sworn Officers.

The foregoing pricing has been prorated for the benefit of Agency and Agency therefore agrees that they will waive the right to cancel this agreement until the end of the first renewal period.

*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol (or one of its subsidiaries, where applicable) upon the execution of this Agreement.

Notes

CSJVRMA will be billed directly for LE Policy/DTBs. Wasco PD-CA will be invoiced for the additional items.

Bill 50% imp now and the remaining 50% in July.

Discount Notes

Per Brian Owens: CSJVRMA - '22 pricing plus 10% off subscription.

Exhibit B

Terms and Conditions of Service

1. Definitions. For purposes of Lexipol's Terms and Conditions of Service (the "Terms"), each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections below. Depending on the selected Service(s), Agency may receive support from, and be invoiced by, a Lexipol subsidiary, including The Praetorian Group and/or Cordico Inc.

1.1 "Agency" means the department, agency, office, company, or other entity purchasing and/or otherwise subscribing to Lexipol products or services.

1.2 "Agreement" means the combination of (a) the cover sheet to which these Terms are attached; (b) Lexipol's subscription and pricing information sheets, which are typically included as an Exhibit A ("Services Being Purchased and Related Fees") or as set forth in any similar pricing sheet (including by way of addendum); and (c) these Terms.

1.3 "Derivative Work(s)" means work(s) based on Lexipol's Subscription Materials, or any substantive portion thereof. Derivative Works include revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Materials or any portion thereof are recast, transformed, or adapted. For purposes of the Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Materials. Further, "Derivative Work" includes any work considered a "derivative work" under United States copyright law.

1.4 "Effective Date" means the date specified on the cover sheet to which these Terms are attached, or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Effective Date."

1.5 "Initial Term" means the period commencing on the Effective Date and continuing for the length of time indicated on the cover sheet or subscription and pricing sheet provided by Lexipol. If the Initial Term is not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 "Service(s)" means all Lexipol product(s) or service(s), including one-time and recurring (subscription) services, as may be offered by Lexipol and/or its subsidiaries and affiliates from time to time.

1.7 "Subscription Materials" means all policy manuals, supplemental publications, daily training bulletins, written content, images, videos, and all other data and multimedia provided by Lexipol and/or its licensors through the Services.

2. Term. The Agreement becomes enforceable upon signature by Agency's authorized representative. Following the Initial Term, the Agreement shall renew in successive one-year periods thereafter (each a "Renewal Term") unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to expiration of the then-current term. The Initial Term and all Renewal Terms collectively comprise the "Term" of the Agreement.

3. Termination.

3.1 For Cause. The Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under the Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.2 For Convenience. The Agreement may be terminated for convenience (including lack of appropriation of funds by Agency) upon sixty (60) days written notice. Note: fees already paid for Services are not eligible for refund, proration or offset in the event of Agency's termination for convenience.

4. Effect of Expiration or Termination. Upon the expiration or termination of the Agreement for any reason, Agency's access to Lexipol's Services shall cease. Termination or expiration of the Agreement shall not, however, relieve either party from any obligation or liability that has accrued under the Agreement prior to the date of such termination or expiration, including payment obligations. The right to terminate the Agreement shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the parties are entitled at law or in equity. The provisions of Sections 1 (Definitions), 6 (Service-Specific Terms), 8 (Privacy Policy), 8 (Warranty Disclaimer), 9 (Confidentiality), 10 (Warranty Disclaimer), 11 (Limitation of Liability), 12 (General Terms), and this Section 4 shall survive the expiration or termination of the Agreement for any reason.

5. Fees and Invoicing. Unless otherwise agreed upon in writing, Lexipol (or, if applicable, The Praetorian Group or Cordico Inc.) will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to each Renewal Term. Agency will pay to Lexipol the fee(s) specified on each invoice within thirty (30) days following receipt of the invoice. All invoices will be sent to Agency at the address specified on the cover sheet to which these Terms are attached or as otherwise designated by Agency in writing. All payments will be made by electronic transfer of immediately available funds or by mailing a check to Lexipol at 2611 Internet Blvd, Ste 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All amounts required to be paid under the Agreement are exclusive of taxes and similar fees now in force or enacted in the future. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes properly imposed related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

6. Service-Specific Terms. The following sections apply to specific Lexipol Services:

6.1 Policy. Lexipol's policy Subscription Materials and Knowledge Management System ("KMS") are proprietary, protected under U.S. copyright, trademark, patent, and/or other applicable laws, and Lexipol reserves all rights not expressly granted in these Terms. Agency may prepare Derivative Works using Lexipol's Subscription Materials, but Lexipol shall remain the sole owner of all right, title and interest in and to them, including all copyrights, intellectual property rights, and other proprietary rights therein or pertaining thereto. Agency shall retain a perpetual, personal, non-sublicensable and non-assignable right to use the Subscription Materials for Agency's internal purposes but will not remove any copyright notice or other proprietary notice of Lexipol appearing thereon. Agency acknowledges and agrees that Lexipol shall have no responsibility to update such Subscription Materials beyond the Term of the Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works. Lexipol's Subscription Materials are to be treated as Confidential Information (per Section 9 herein), but Agency may disclose Subscription Materials pursuant to a valid court order, lawful government agency request, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Agency acknowledges and agrees that all policies and procedures it implements have been individually reviewed and adopted by Agency, that neither Lexipol nor any of its agents, employees, or representatives shall be considered "policy makers" in any legal or other sense, and that Agency's highest-ranking official shall, for all purposes, be considered the "policy maker" with regard to same. Lexipol's KMS Service is subject to the Service Level Agreement attached to these Terms.

6.2 Learning. Lexipol's Learning Management System ("LMS"), offered by Praetorian Digital, is a proprietary Service protected under U.S. copyright, trademark, patent, and other laws. Lexipol and its licensors retain all rights, title, and interest in and to the LMS (including, without limitation, all intellectual property rights), including all copies, modifications, extensions, and Derivative Works thereof. Agency's right to use the LMS is limited to the rights expressly granted in the Agreement. Agency Data, defined as data owned by Agency prior to the Effective Date or which Agency provides during the Term for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service, remains Agency's property. Lexipol retains no right or interest in Agency Data and shall return or destroy Agency Data following termination of the Agreement. Lexipol's LMS Service is subject to the Service Level Agreement attached to these Terms.

6.3 Wellness. This Section applies when Agency subscribes to Lexipol's Wellness Application ("Wellness App") offered by Cordico®. All Subscription Materials delivered by the Wellness App, including but not limited to all object and source code, all information created, developed, or reduced to practice, and all written, image-based, or video-based content underlying the Wellness App that is not specifically provided by Agency is the proprietary intellectual property of Lexipol and/or its suppliers or licensors, protected to the maximum extent permitted by trademark, copyright, and patent laws. Agency is granted a nonexclusive limited right to access the Wellness App during the Term. If the Agreement is terminated or expires for any reason, Agency shall lose access to the Wellness App and to all associated Subscription Materials and shall discontinue all use of the same for any purpose. Nothing in this section or these Terms shall be construed as conferring any right of ownership or use to the Wellness App, whether by estoppel, implication or otherwise.

6.4 Grants. This Section applies when Agency selects Lexipol's Grant Writing, Consulting, and/or GrantFinder services. For Grant Writing services, Agency takes full responsibility for submitting information reasonably required by Lexipol's grant writing team in a timely manner (at least five (5) days prior to the applicable grant application close date). Agency is responsible for all submissions of final grant applications by grant deadlines, but Lexipol shall be considered Agency's duly authorized representative for submissions where applicable. Failure to submit requested materials to write grant applications on time will result in rollover of project services and fees to next grant application cycle; not a refund of the fees. Requests for cancellation of Grant Writing services will result in a 50% fee of the total value of the service. Invoices for Grant Writing services will be sent as soon as work begins for the applicable target grant. Complete payment must be received no later than thirty (30) days after receipt of invoice. In the event Agency has not made timely payment on an invoice, Lexipol reserves the right to suspend all grant Services to Agency until past-due payments are received in full, and may terminate Agency's access to GrantFinder, if applicable. Invoices over thirty (30) days past due may be charged a twenty-five dollar (\$25) late fee.

6.5 Generally; Injunctive Relief. Nothing in the Agreement shall be construed as conferring any rights or license to Lexipol's trade secrets, intellectual property, Confidential Information, Subscription Materials, KMS, LMS, Wellness App, or the software underlying such products and services, whether by estoppel, implication or otherwise. Agency may not, and may not assist others to, decompile, disassemble, reverse engineer, or otherwise attempt to discover any object code, source code, or proprietary data underlying the Services. Agency grants all rights and permissions in or relating to Agency Data as are necessary to Lexipol to enforce the Agreement, exercise Lexipol's rights, and perform Lexipol's obligations hereunder. Agency acknowledges that a breach or threatened breach of any portion of this Section may cause irreparable harm and shall entitle Lexipol to injunctive relief in addition to any other available remedy.

7. Account Security. The rights to access and use the Services under the Agreement are personal and unique to Agency and Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains solely responsible for maintaining the confidentiality of Agency's username(s) and password(s) and the security of Agency's account(s), meaning the account by which Agency accesses the Services. Agency will not permit access to Agency's account(s) or use of Agency's username(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's username(s) and/or password(s).

8. Privacy Policy. Lexipol will hold Agency Data in confidence unless required to provide access in accordance with a court order, government agency request, or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's systems use the Secure Socket Layer (SSL) Protocol for Lexipol Services, which encrypts information as it travels between Lexipol and each Agency. However, Agency acknowledges and agrees that data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through the Services is 100% secure. Agency acknowledges that Lexipol may provide view-only access and summary information (which may include number of policies developed or in development, percentage of staff reviews of developed policies and DTBs) to Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association if they are actively funding member Agency Subscription Fees.

9. Confidentiality. During the term of the Agreement, either party may be required to disclose information to the other party that is marked “confidential” or is of such a type that the confidentiality thereof is reasonably apparent (collectively, “Confidential Information”). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party’s directors, officers, employees, agents and other representatives (collectively “Representatives”) who have a need to know such Confidential Information in connection with the Services; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in the Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. Notwithstanding the foregoing, a party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party’s personnel or agents.

10. Warranty Disclaimer. ALL SERVICES AND SUBSCRIPTION MATERIALS ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

11. Limitation of Liability. Lexipol’s cumulative liability resulting from any claims, demands, or actions arising out of or relating to the Agreement, the Services, or the use of any Subscription Materials shall not exceed the aggregate amount of subscription fees actually paid to Lexipol by Agency for the associated Services during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether the subject claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

12. General Terms.

12.1 General Interpretation. The language used in the Agreement and these Terms shall be deemed to express the mutual intent of Lexipol and Agency. The Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement.

12.2 Invalidity of Provisions. Each of the provisions contained in the Agreement and these Terms is distinct and severable. A declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of the Agreement to be invalid or unenforceable, the parties agree that the court should endeavor to give effect to the parties’ intention as reflected in such provision to the maximum extent possible.

12.3 Waiver. Lexipol’s failure to exercise, or delay in exercising, any right or remedy under any provision of the Agreement shall not constitute a waiver of such right or remedy.

12.4 Governing Law. The Agreement shall be construed in accordance with, and governed by, the laws of the State in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

12.5 Compliance with Laws. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders promulgated by any federal, state, or local government body or agency relating to its obligations pursuant to the Agreement and these Terms.

12.6 Attorney's Fees. If any action is brought by either party to the Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

12.7 Notices. Any notice required by the Agreement or given in connection with it shall be in writing and shall be made by certified mail (postage prepaid), recognized overnight delivery service, or (if mutually agreed upon) by email to authorized recipients at such address as each party may indicate from time to time. Alternatively, electronic mail or facsimile notice to established and authorized recipients is acceptable when acknowledged by the receiving party.

12.8 Entire Agreement. The Agreement, including these Terms, embodies the entire agreement and understanding of the parties hereto and expressly supersedes all prior written and oral agreements and understandings with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by any party hereto that is not embodied in the Agreement. Terms and conditions set forth in any purchase order or any other form or document that are inconsistent with or in addition to the terms and conditions set forth in the Agreement are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification, and shall not be considered binding unless specifically agreed to in writing by both parties. No amendment, modification, or supplement to the Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

12.9 Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document for purposes of the Agreement.

Lexipol Service Level Agreement for Cloud-Based Services

1. **Response Times.** For issues relating to Lexipol's online, cloud-based Services (e.g. KMS, LMS, Wellness), Lexipol will make an industry standard and commercially reasonable effort to respond promptly (via Lexipol's Normal Support Channels) within two (2) Business Days after receipt.
2. **Uptime Commitment.** The Uptime Percentage for the Service will be ninety-nine and five-tenths percent (99.5%) (the "Uptime Commitment"). Subject to the exclusions described in below, "Uptime Percentage" is calculated by subtracting from 100% the percentage of 1-minute periods during any annual billing cycle in which Agency's selected Service(s) are unavailable out of the total number of minutes in that billing cycle. "Unavailable" and "Unavailability" mean that, in any 1-minute period, all connection requests received by Agency failed to process (each a "Failed Connection"); provided, however, that no Failed Connection will be counted as a part of more than one such 1-minute period (i.e. a Failed Connection will not be counted for the period 12:00:00-12:00:59 and the period 12:00:30-12:01:29). The Yearly Uptime Percentage will be measured based on the industry standard monitoring tools.
3. **Exclusions from Uptime Percentage.** All Service Unavailability resulting from the following will be excluded from calculation of Uptime Percentage: (a) Regularly-scheduled maintenance of the Service that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's support channels (Lexipol typically schedules such regularly scheduled maintenance once per month); (b) Any failures of the Lexipol Standard and Custom Reporting Services that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's Normal Support Channels; (c) Any issues with a third-party service to which Agency subscribes but does not control; (d) Any problems not caused by Lexipol that result from, computing or networking hardware, other equipment or software under Agency's control, the Internet, or other issues with electronic communications; (e) Lexipol's suspension or termination of the Service in accordance with the Terms; (f) Exceeding Lexipol's published Concurrent Request Limits; (g) Software that has been subject to unauthorized modification by Agency; (h) Negligent or intentional misuse of the Service by Agency.

RESOLUTION NO. 2023 - 3853

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING
THE CITY MANAGER OR DESIGNEE TO FINALIZE AND EXECUTE A PROFESSIONAL SERVICES
AGREEMENT WITH LEXIPOL, LLC, A DELAWARE LIMITED LIABILITY COMPANY.**

WHEREAS, The City of Wasco is pursuing the formation of a local Police Department, including the California-specific law enforcement policies and training platform of law enforcement staff; and

WHEREAS, Lexipol provides a full library of customizable, state-specific law enforcement policies that are updated in response to new state and federal laws and court decisions. Lexipol's online training platform delivers courses and videos designed to meet police training mandates; and

WHEREAS, Lexipol, LLC proposes to provide policy and training software services to the City under a professional services agreement subject to the final approval of the City Manager and City Attorney.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Wasco as follows:

SECTION 1: authorizes the City Manager or designee to finalize and execute a professional service agreement with Lexipol, LLC., subject to the final approval of the City Manager and City Attorney.

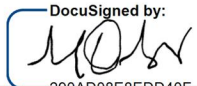
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I HEREBY CERTIFY that the foregoing Resolution No. 2023 – 3853 was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on February 21, 2023, by the following vote:

COUNCIL MEMBERS:

AYES:	MARTINEZ, GARCIA, MEDINA, REYNA, SALDAÑA
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

Attest: 2/27/2023

DocuSigned by:

290AD08E8EDD40F...
MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco

DocuSigned by:

3168138935D1459...
VINCENT MARTINEZ
MAYOR of the City of Wasco

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO FINALIZE, EXECUTE AND IMPLEMENT, THE CITY OF WASCO POLICE DEPARTMENT POLICY MANUAL DEVELOPED WITH THE USE OF LEXIPOL, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

WHEREAS, The City of Wasco is pursuing the formation of a local Police Department, including the California specific law enforcement policies and training platform of law enforcement staff; and

WHEREAS, Lexipol provides a full library of customizable, state-specific law enforcement policies that are updated in response to new state and federal laws and court decisions. Lexipol's online training platform delivers courses and videos designed to meet police training mandates; and

WHEREAS, the professional services Agreement No. 2023-011 with Lexipol, LLC identifies the development of a law enforcement policy manual for the City.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Wasco as follows:

SECTION 1: Authorizes the City Manager or designee to finalize, execute and implement the City of Wasco Police Department Policy Manual developed with the use of Lexipol, LLC, a Delaware Limited Liability Company.

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I HEREBY CERTIFY that the foregoing Resolution No. 2023 – was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on October 3rd, 2023, by the following vote:

COUNCIL MEMBERS: MARTINEZ, GARCIA, MEDINA, REYNA, SALDAÑA
AYES:
NOES:
ABSTAIN:
ABSENT:

VINCENT MARTINEZ
MAYOR of the City of Wasco

Attest: _____

MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco