



## AGENDA

### Regular City Council Meeting,

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

**Tuesday, April 16, 2024 – 6:00 pm.**

**Council Chambers**

**746 8<sup>th</sup> Street, Wasco, CA 93280**

[www.cityofwasco.org](http://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](mailto: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 8<sup>th</sup> 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](http://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 8<sup>th</sup> 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](mailto:cityclerk@cityofwasco.org) no later than **4:00 p.m. April 16, 2024**. 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](mailto: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](mailto:cityclerk@cityofwasco.org). La notificación de al menos 48 horas generalmente permitirá a la Ciudad hacer arreglos. **Sujeto a disponibilidad.**

## **REGULAR MEETING – 6:00 pm**

**1) CALL TO ORDER:** Mayor

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

**3) FLAG SALUTE:** by Mayor

**4) INVOCATION:** by

**5) PRESENTATIONS:** None

**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 during this comment period.

**7) SUCCESSOR AGENCY BUSINESS:** None

**8) WASCO PUBLIC FINANCE AUTHORITY BUSINESS:** None

**9) NEW EMPLOYEE POLICE DEPARTMENT BADGE PINNING CEREMONY FOR:** None

## **CITY COUNCIL BUSINESS:**

**10) 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 \$ 1,376,525.91
- b. Approval of City Council Minutes for April 2, 2024, Regular Meeting
- c. Adopt a Resolution Approving an Amendment to The Standard Agreement (20-CDBG-CV2-3-000010) Issued Under The 2020 Community Development Block Grant Program-Coronavirus Response (CDBG-CV), and Find that the project is Categorically Exempt (Class 1: Existing Facilities) from the provisions of (CEQA) pursuant to Section 15301; and Categorically Excluded under (NEPA) per 24 CFR 58.35(a) and subject to laws and authorities at §58.5: (3)(iii) (B), no environmental review is required.
- d. Adopt a Resolution Authorizing the City Manager or Designee to Execute a Purchase Order with Farm Pump and Irrigation in an amount not to exceed \$16,000.00 for Emergency Repairs of the Wastewater Treatment Facility's Domestic Water Well, 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 15378, no environmental review is required.
- e. Adopt a Resolution Authorizing the City Manager or designee to Execute a Purchase Order with Duthie Power Services in an amount not to exceed \$15,000.00 for Emergency Repairs of the Wastewater Treatment Facility's Standby Generator, 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 15378, no environmental review is required.
- f. Adopt a Resolution Authorizing the City Manager to Sign a Letter Authorizing the County of Kern as the Lead Agency to Submit to the California Department of Resources Recycling and Recovery (CalRecycle) a Regional Application for the Used Oil Payment Program (OPP) Fiscal Year 2024-25 on its behalf, and Find that this Project is classified as categorically exempt pursuant to CEQA Section 15332; no environmental review is required.
- g. Adopt a Resolution Authorizing the City Manager or his Designee to Execute an Agreement Between the City of Wasco and the County of Kern for participation in the County of Kern Work Release Program, 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 15378, no environmental review is required.
- h. Adopt a Resolution Authorizing the City Manager or designee to endorse an agreement with Dee Jasper & Associates, Inc. for Professional Engineering Services for Water System Related Matters, and that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15378, no environmental review is required.

## 11)PUBLIC HEARINGS: None

**12) DEFERRED BUSINESS: None**

**13) NEW BUSINESS:**

- a. Discussion and Direction to Staff regarding the Veteran Salute Banner Program, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines (CEQA); therefore, pursuant to State Guidelines Section 15378, no environmental review is required.
- b. Review and Approval of Mural Concept for the East Wall of the Building located at 1140 7<sup>th</sup> Street and Find that this action is exempt from the California Environmental Quality Act State Guidelines (CEQA); therefore, pursuant to State Guidelines Section 15301, no environmental review is required.
- c. Adopt a Resolution Authorizing the City Manager or designee to finalize and execute a Tow Service Agreement consistent with the California Highway Patrol Tow Service Agreement Model establishing a tow rotation with approved tow service providers, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines (CEQA); therefore, pursuant to State Guidelines Section 15378, no environmental review is required.

**14) REPORTS FROM COMMISSIONS AND COMMITTEES:**

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

**15) REPORTS FROM KC FIRE AND SHERIFF:**

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

**16) REPORTS FROM THE CITY MANAGER:**

**17) REPORTS FROM THE CITY COUNCIL:**

**18) CLOSED SESSION: None**

**19) CLOSED SESSION ACTION:**

**20) ADJOURNMENT:**

This is to certify that this agenda was posted at Wasco City Hall on April 12, 2024, on/or before 6:00 p.m. The agenda is also available on the City website at [www.cityofwasco.org](http://www.cityofwasco.org).



Maria O. Martinez, CMC  
City Clerk

All agenda item supporting documentation is available for public review on the city website [www.cityofwasco.org](http://www.cityofwasco.org) and the office of the City Clerk of the City of Wasco, 746 8<sup>th</sup> 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 contact 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

April 10, 2024

WARRANTS	AMOUNTS
R040324	2,656.71
G040324	41,534.47
G040124	90,940.59
G032924	59,050.00
G040224	6,283.83
G041024	917,267.26
G040824	24,415.25
R040924	530.69
A040924	76,814.12
A1032824	8,190.83
A2032824	2,124.16
A032924	146,718.00
<b>Grand Total</b>	<b>1,376,525.91</b>

Verified By:

Finance Director

*Isarel Perez-Hernandez*

04/10/2024

	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
1	R040924	HERMELINDA CRUZ HERNANDEZ	6083	16443-001210290	27557	RFND-DPST 1029 12TH ST	28.85
2	R040924	NOEMI ZARATE	6117	17524-0006014340	27558	RFND-DPST 1434 6TH ST.	98.05
3	R040924	SOCORRO NUNEZ FELIX	6118	18001-0233027320	27559	OVRPYMT 2732 GRAPEVINE LANE	34.93
4	R040924	YOLANDA ORTIZ	6092	6198-0185008300	27560	OVRPYMT RFND 830 E ST	368.86
5	<b>R040924 Total</b>						<b>530.69</b>
6	R040324	AARON DIAZ	6093	18751-000702708B	27478	RFND-DPST 2708 7TH ST. #B	31.18
7	R040324	AMERICAN HOMES 4 RENT	5296	12793-0357015110	27479	OVRPYMT 1511 POPPY CT.	28.68
8	R040324	ARACELI ARGUELLES PENA	6040	14145-000701935A	27480	RFND-DPST 1935 7TH ST. #A	111.21
9	R040324	DANNY LUNA	6068	83769	27481	OVERPMT 2995-0391023040	7.85
10	R040324	ERNIE ESPINOZA	6031	16014-0010008450	27482	OVRPMT RFND 1610 SUNSET	20.74
11	R040324	GREGORIO FIGUEROA	6100	16160-0006014180	27483	RFND-DPST 1418 6TH ST.	35.09
12	R040324	INTERSTATE MANAGEMENT GROUP	5891	17773-0351008130	27485	RFND-DPST 839 SUNFLOWER CT	31.21
13	R040324	INTERSTATE MANAGEMENT GROUP	5891	17773-0121013410	27486	RFND-DEP 1341 BELLFLOWER AVE	3.66
14	R040324	INTERSTATE MANAGEMENT GROUP	5891	84393	27484	OVERPAYMENT 17773- 018101600G 1600 BLK OF DAISY	91.52
15	R040324	INTERSTATE MANAGEMENT GROUP	5891	84394	27484	OVERPAYMENT 17773-018101600G 1600 BLK OF DAISY	92.30
16	R040324	INTERSTATE MANAGEMENT GROUP	5891	84395	27484	OVERPAYMENT 17773-018101600G 1600 BLK OF DAISY	92.30
17	R040324	INTERSTATE MANAGEMENT GROUP	5891	84396	27484	OVERPAYMENT 17773-018101600G 1600 BLK OF DAISY	92.30
18	R040324	INTERSTATE MANAGEMENT GROUP	5891	84397	27484	OVERPAYMENT 17773-018101600G 1600 BLK OF DAISY	92.30
19	R040324	INTERSTATE MANAGEMENT GROUP	5891	84398	27484	OVERPAYMENT 17773-018101600G 1600 BLK OF DAISY	92.30
20	R040324	INTERSTATE MANAGEMENT GROUP	5891	84399	27484	OVERPAYMENT 17773-018101600G 1600 BLK OF DAISY	89.64
21	R040324	INTERSTATE MANAGEMENT GROUP	5891	84400	27484	OVERPAYMENT 17773-018101600G 1600 BLK OF DAISY	89.64
22	R040324	INTERSTATE MANAGEMENT GROUP	5891	84401	27484	OVERPAYMENT 17773-018101600G 1600 BLK OF DAISY	89.64
23	R040324	INTERSTATE MANAGEMENT GROUP	5891	84402	27484	OVERPAYMENT 17773-018101600G 1600 BLK OF DAISY	89.64

	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
24	R040324	INTERSTATE MANAGEMENT GROUP	5891	84403	27484	OVERPAYMENT 17773-018101600G 1600 BLK OF DAISY	89.64
25	R040324	INTERSTATE MANAGEMENT GROUP	5891	018101600G	27487	DEPST RFND 1600 BLK OF DAISY	183.04
26	R040324	KARYL RONKA TOWSE	6098	1254-0145011010	27488	OVRPYMT 1101 CEDAR AVE.	120.79
27	R040324	MARCO ANTONIO PIMENTEL ZARATE	6085	18290-015000604C	27489	RFND-DPST 604 CENTRAL AVE. #C	71.17
28	R040324	NEFTALI QUIJADA	6080	5300-0100012030	27490	OVRPYMT RFND 1203 ADAMS ST	12.02
29	R040324	NEIL AMENT	6096	2681-0355003630	27491	OVRPYMT 363 POPLAR AVE.	14.10
30	R040324	RANDY MILLIGAN	6082	5400-0162019090	27492	OVRPYMT RFND 1909 CHERRY TREE WAY	12.49
31	R040324	RANDY MILLIGAN	6082	5400-0162019090-2	27492	OVERPMT RFND 1909 CHERRY TREE WAY	37.01
32	R040324	TILTON PACIFIC CONSTRUCTION INC	6103	17823	27493	RFND-DEP CON METER	764.89
33	R040324	ZAKARIA MOHAMED ALI / DAILY DROPS	6086	18597-0007007061	27494	RFND-DPST 706 7TH ST.	43.36
34	R040324	ZAKARIA MOHAMED ALI / DAILY DROPS	6086	18597-0007007060	27494	RFND-DPST 706 7TH ST.	127.00
35	R040324 Total						2,656.71
36	G041024	ACC BUSINESS	4766	240747305	27503	FIBER NETWORK SERVICES 02/11-03/10	816.91
37	G041024	AMAZON CAPITAL SERVICES, INC	4968	1VT6-DPPW-3NJD	27504	SUPPLIES FOR CODE AND PLANNING	181.96
38	G041024	AMAZON CAPITAL SERVICES, INC	4968	1TFP-HWKY-3CF7	27504	MINUTE BOOK AND BATTERIES- CC OFFICE	193.11
39	G041024	AMAZON CAPITAL SERVICES, INC	4968	1PR1-CQK9-C6V1	27504	OFFICE SUPPLIES FOR CODE	131.81
40	G041024	ATT - PAYMENT CENTER	1488	000021455256	27505	PHONE SERVICES 02/24/23-03/23/24	33.39
41	G041024	ATT - PAYMENT CENTER	1488	000021455257	27505	PHONE SERVICES 02/24/23-03/23/24	57.15
42	G041024	ATT - PAYMENT CENTER	1488	000021455258	27505	PHONE SERVICES 02/24/23-03/23/24	29.35
43	G041024	ATT - PAYMENT CENTER	1488	000021455259	27505	PHONE SERVICES 02/24/23-03/23/24	332.56
44	G041024	ATT - PAYMENT CENTER	1488	000021455260	27505	PHONE SERVICES 02/24/23-03/23/24	29.35
45	G041024	ATT - PAYMENT CENTER	1488	000021455261	27505	PHONE SERVICES 02/24/23-03/23/24	84.94
46	G041024	ATT - PAYMENT CENTER	1488	000021455262	27505	PHONE SERVICES 02/24/23-03/23/24	29.52
47	G041024	ATT - PAYMENT CENTER	1488	000021455263	27505	PHONE SERVICES 02/24/23-03/23/24	57.15
48	G041024	ATT - PAYMENT CENTER	1488	000021455264	27505	PHONE SERVICES 02/24/23-03/23/24	29.35
49	G041024	ATT - PAYMENT CENTER	1488	000021455265	27505	PHONE SERVICES 02/24/23-03/23/24	29.35
50	G041024	ATT - PAYMENT CENTER	1488	000021455266	27505	PHONE SERVICES 02/24/23-03/23/24	2,545.23
51	G041024	ATT - PAYMENT CENTER	1488	000021455267	27505	PHONE SERVICES 02/24/23-03/23/24	29.35
52	G041024	ATT - PAYMENT CENTER	1488	000021455268	27505	PHONE SERVICES 02/24/23-03/23/24	33.39
53	G041024	ATT - PAYMENT CENTER	1488	000021455269	27505	PHONE SERVICES 02/24/23-03/23/24	55.59
54	G041024	ATT - PAYMENT CENTER	1488	000021455270	27505	PHONE SERVICES 02/24/23-03/23/24	29.35
55	G041024	ATT - PAYMENT CENTER	1488	000021455271	27505	PHONE SERVICES 02/24/23-03/23/24	29.35
56	G041024	ATT - PAYMENT CENTER	1488	000021455272	27505	PHONE SERVICES 02/24/23-03/23/24	29.35
57	G041024	ATT - PAYMENT CENTER	1488	000021455273	27506	PHONE SERVICES 02/24/23-03/23/24	29.35
58	G041024	ATT - PAYMENT CENTER	1488	000021455274	27505	PHONE SERVICES 02/24/23-03/23/24	84.94
59	G041024	ATT - PAYMENT CENTER	1488	000021456797	27505	PHONE SERVICES 02/24/23-03/23/24	98.62
60	G041024	ATT - PAYMENT CENTER	1488	000021496318	27505	PHONE SERVICES 02/24/23-03/23/24	1,284.48
61	G041024	AXZAY VILLARREAL DE VILLARREAL	6061	4	27507	22012-2: TASK ORDER 5 PP#4	1,250.00
62	G041024	BANK UP CORPORATION	4259	6115	27508	MAR 24: LOCKBOX PROCESSING	599.44
63	G041024	BLACK LABEL TECHNOLOGIES	6091	119	27509	MARCH 24: IT LABOR FOR PD	3,100.00
64	G041024	BLACKRIDGE SOLUTIONS INC	4784	24-040203	27510	SERVICE PLAN RENEWAL FOR G7C SAFETY MONITOR	1,626.00
65	G041024	BSK & ASSOCIATES, INC.	1052	AH06470	27511	WW SAMPLE TEST: 3/5/24 BOD & TSS	165.00
66	G041024	BSK & ASSOCIATES, INC.	1052	AH06946	27511	WW SAMPLE TEST: 3/7/24 AMMONIA, BOD, TDS, TSS	326.50
67	G041024	BSK & ASSOCIATES, INC.	1052	AH07302	27511	WW SAMPLE TEST: 3/12/24 BOD & TSS	165.00
68	G041024	BSK & ASSOCIATES, INC.	1052	AH07614	27511	WW SAMPLE TEST: 3/14/24 BOD & TSS	165.00
69	G041024	CALIFORNIA HIGHWAY PATROL	508	04022024	27512	PPV PARATRANSIT VEHICLE INSPECTION FOR 2024	100.00
70	G041024	CAPTURE TECHNOLOGIES, INC	5997	82888	27513	PCI-E 8-CHANEEL ANALOG	3,355.75
71	G041024	CAPTURE TECHNOLOGIES, INC	5997	82891	27513	INSTALL CHANNEL BOARDS & ANALOG LINES	1,800.00
72	G041024	CEN-CAL CONSTRUCTION	3848	23106-03	27514	22012-2: FEB INV DOWNTOWN REVITALIZATION PRJT	684,787.41
73	G041024	CEN-CAL CONSTRUCTION	3848	23106-04	27514	22012-2: FEB CHANGE ORDER DOWNTOWN REVITALIZATION	12,927.12

	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
74	G041024	CEN-CAL CONSTRUCTION	3848	#1000001026	27514	22012-2: DOWNTOWN REVITALIZATION PROJ	1,410.00
75	G041024	CHARTER COMMUNICATIONS	68	167736001032124	27515	MAR 24: CH INTERNET SRVCS	233.02
76	G041024	CINTAS CORPORATION NO. 3	4480	4185833176	27516	UNIFORM SRVCS WE 030824	545.36
77	G041024	CINTAS CORPORATION NO. 3	4480	4185100532	27516	UNIFORM SRVCS WE 030124	372.26
78	G041024	CLARK PEST CONTROL	117	34934843	27517	MARCH 2024: 1400 J ST PEST CONTROL SERV	220.00
79	G041024	CORE & MAIN LP	4704	U629748	27518	PIERCING TOOL TO RUN WTR SERVICES	5,799.50
80	G041024	DANIEL MORGAN	6084	1006	27519	IT SUPPORT FOR PD	800.00
81	G041024	DANIEL MORGAN	6084	1009	27519	IT SUPPORT CONSULTANT FOR PD	3,000.00
82	G041024	FED EX	123	8-453-39939	27520	EXPRESS SERVICES WE 032824	24.62
83	G041024	GARDAWORLD	4266	10775945	27521	APRIL 24: ARMORED SRVCS	443.59
84	G041024	GENERAL OFFICE MACHINE COMPANY	1195	22660	27522	COPIER METER READING PD	647.31
85	G041024	HAAKER EQUIPMENT COMPANY	4114	C5A1CT	27523	RFS VEH #17: BROOM WATER SPRAYERS	207.11
86	G041024	JIM BURKE FORD LINCOLN	134	1567924	27524	DAR VEH #63: ROTOR KITS & SEAL	771.32
87	G041024	KERI COBB	515	04042024	27525	24001-1:REIMB NOE COUNTY POSTING	50.00
88	G041024	KERN COUNTY FIRE DEPT. & OFFICE OF	1264	#24-000238	27526	FY23-24 4-QTR #602-2021 AGR	152,656.00
89	G041024	KRAZAN & ASSOCIATES, INC.	74	B629050-8206	27527	22012-2: MATERIALS FOR TESTING FOR DOWTOWN PROJECT	688.00
90	G041024	LARRY MORRIS	6065	040824	27528	121823 UNFM STIP B877.97	50.86
91	G041024	M & S SECURITY SERVICES	4445	105912	27529	Q4 2024 ALRM MNTR-SHOP MAIN	135.00
92	G041024	M & S SECURITY SERVICES	4445	105861	27529	Q4 '24 ALRM MNTR-ANIMAL SHELTER	165.00
93	G041024	M & S SECURITY SERVICES	4445	105862	27529	Q4 2024 ALRM MNTR-WWT	330.00
94	G041024	M & S SECURITY SERVICES	4445	105863	27529	Q4 2024 ALRM MNTR-COURT HOUSE	165.00
95	G041024	M & S SECURITY SERVICES	4445	105864	27529	Q4 2024 ALRM MNTR-CITY HALL	135.00
96	G041024	M & S SECURITY SERVICES	4445	105865	27529	Q4 2024 ALRM MNTR-FIN & PLAN	135.00
97	G041024	M & S SECURITY SERVICES	4445	105866	27529	Q4 2024 ALRM MNTR-PW	135.00
98	G041024	M & S SECURITY SERVICES	4445	105913	27529	Q4 '24 ALRM MNTR-SHOP	135.00
99	G041024	M & S SECURITY SERVICES	4445	106185	27529	Q4 2024 ALRM WELL #14	120.00
100	G041024	MARTIN, PARIS, AND MULLINS LLC	5976	2024-022	27530	BACKGROUND INVESTIGATION	2,000.00
101	G041024	MERAKI CONSTRUCTION INC.	5990	138	27531	22012-2: TASK ORDER 1 PP#5	1,500.00
102	G041024	MERAKI CONSTRUCTION INC.	5990	139	27531	22012-2: TASK ORDER 2 PP#5	1,500.00
103	G041024	MERAKI CONSTRUCTION INC.	5990	140	27531	22012-2: TASK ORDER 4 PP#3	1,500.00
104	G041024	MILLER MENDEL, INC	5929	6097	27532	ESOPH CREDIT REPORT	103.50
105	G041024	MILLER MENDEL, INC	5929	6365	27532	ESOPH OUTBOUND/INBOUND FAXES	45.85
106	G041024	MILLER MENDEL, INC	5929	6565	27532	ESOPH BACKGROUND STORAGE	23.40
107	G041024	MUNGUIA HEATING AND AIR CONDITIONING	5826	I-6494-1	27533	SERVICE CALL AT 5410 7TH ST	185.00
108	G041024	PACE ANALYTICAL SERVICES, INC	5694	B493861	27534	WTR SAMPLE TEST: 3/5/24 BACTERIOLOGICAL DWPDIST12	84.00
109	G041024	PACE ANALYTICAL SERVICES, INC	5694	B493885	27534	WTR SAMPLE TEST: 3/7/24 WELL #7,#8,#10,#11,#12 CLI	1,375.00
110	G041024	PACE ANALYTICAL SERVICES, INC	5694	B494325	27534	WTR SAMPLE TEST: 3/12/24 BACTERIOLOGICAL DWPDIST12	98.00
111	G041024	PACE ANALYTICAL SERVICES, INC	5694	B494713	27534	WTR SAMPLE TEST: 3/19/24 BACTERIOLOGICAL DWPDIST12	84.00
112	G041024	PG & E COMPANY	85	0751114029-0 032924	27535	UB COW VEHICLES 032924	329.72
113	G041024	PG & E COMPANY	85	2867383297-9 0329924	27535	MAR 24: WELL #14 747 G ST	3,319.46
114	G041024	PG & E COMPANY	85	4675436856-4 032724	27535	UB CENTRAL AVE & MARGALO 032724	381.15
115	G041024	PHOENIX GROUP INFORMATION SYSTEMS	4913	022024239	27536	FEB 24: CITATION FEE & SRVCS	360.00
116	G041024	RENE GUTIERREZ	6053	4	27537	22012-2: TASK ORDER 3 PP#4	1,043.75
117	G041024	RICHLAND CHEVROLET COMPANY	155	160133	27538	STREET VEH #89: WIRE KIT	178.62
118	G041024	SC COMMUNICATIONS INC.	6004	51883	27539	Q4: QUARTERLY BILLING FOR REPEATER RENTAL	1,350.00
119	G041024	SCHROETER, THOMAS F.	2732	MARCH 2024	27540	MARCH 24: LEGAL SERVICES	6,160.00
120	G041024	SOLENIS LLC	4012	132575353	27541	264 GALS OF PRAESTOL: POLYMER SOLUTION DAILY CENTF	6,145.94
121	G041024	SOUTHERN TIRE MART LLC	5953	7150009563	27542	DAR VEH #63: 8 NEW TIRES	1,559.55
122	G041024	SOUTHERN TIRE MART LLC	5953	7150009206	27542	MATERIAL #GENERAL: LOOSE PICK UP OF 18 CASINGS	35.00
123	G041024	TACKETTS TRUCKING	5851	3192	27544	TRANSPORT LOADER FOR ASPHALT ZIPP	700.00

	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
124	G041024	TERRY EQUIPMENT INC	5785	105894	27545	RFS VEH #25: BULK HEAD, ELBOW TUBE, HOSE	239.95
125	G041024	T-MOBILE	4899	964042089 032124	27543	CELL PHONE SRVCS	939.30
126	G041024 Total						917,267.26
127	G040824	CINTAS CORPORATION NO. 3	4480	4180774802	27546	UNIFORM SRVCS WE 011924	355.73
128	G040824	CINTAS CORPORATION NO. 3	4480	4183654370	27546	UNIFORM SRVCS WE 021624	428.58
129	G040824	CINTAS CORPORATION NO. 3	4480	4182912825	27546	UNIFORM SRVCS WE 020924	349.81
130	G040824	CINTAS CORPORATION NO. 3	4480	4184349571	27546	UNIFORM SRVCS WE 022324	351.58
131	G040824	COPSPLUS	6097	889805	27547	SUPPLIES FOR PATROL UNITS	2,508.00
132	G040824	COPWARE, INC	6106	42987	27548	FEB 24-JAN 25: ANNUAL SUBSCRIPTION	705.00
133	G040824	DUTHIE POWER SERVICE	5977	S124546	27549	MULTIPLE REPAIRS ON EMERGENCY STANDBY GENERATOR	5,332.47
134	G040824	PLUMBERS DEPOT, INC.	2423	PD-55516	27550	HYDRO EXCAVATION KIT WITH SPRAY GUN FOR VAC TRUCK	1,661.11
135	G040824	PRI MANAGEMENT GROUP	6099	24876	27551	NIBRS TRAINING RECORDS MGMT	3,708.00
136	G040824	SCOTT-MERRIMAN INC	6036	072834	27552	CA-CT-3 NOTICE TO APPEAR FORM	534.68
137	G040824	SOUTHWESTERN EQUIPMENT COMPANY	4791	044096	27553	RFS #14: TUBBING ASSEMBLY	210.85
138	G040824	WASCO VETERINARY CLINIC	4770	FEBRURARY 2024	27554	FEB 2024: VET SERVICES	2,083.00
139	G040824	WILEY D. HUGHES SURVEYING, INC.	2638	2972	27555	ROW DEDICATIONS FOR POSO & CENTRAL PROPERTY	5,915.00
140	G040824	ZEE MEDICAL SERVICE CO. #34	238	34-202033	27556	1ST AID SUPPLIES ANNEX BLDG	271.44
141	G040824 Total						24,415.25
142	G040324	AGUSTINE URIBE	6070	032524	27456	121823 UNFM STIP B907.58	89.01
143	G040324	ANGEL SANCHEZ	6087	040124	27457	021624 UNFM STIP B158.08	1,841.92
144	G040324	ANTHONY COOK	6043	032524	27458	102323 UNFM STIP B52.35	217.00
145	G040324	BNC INDUSTRIES, INC	6112	031424	27459	DEPST RFND CONSTRUCTION METER	1,250.00
146	G040324	BOWMAN ASPHALT, INC.	963	23-000299	27460	DEPST RFND CONSTRUCTION METER	1,250.00
147	G040324	BOWMAN ASPHALT, INC.	963	22-000464	27460	DEPST RFND CONSTRUCTION METER	1,250.00
148	G040324	BURTCH CONSTRUCTION	2305	1636800	27461	DEPST RFND CONSTRUCTION METER	1,250.00
149	G040324	CENTRAL VALLEY ENVIRONMENTAL	6032	23-000941	27462	DEPST RFND CONSTRUCTION METER	1,250.00
150	G040324	DR&G	6113	23-000130	27463	DEPST RFND CONSTRUCTION METER	1,250.00
151	G040324	GRANITE CONSTRUCTION COMPANY	6114	21-000441	27465	DEPST RFND CONSTRUCTION METER	1,000.00
152	G040324	IVANNA RUSSELL	6095	032524	27466	030524 UNFM STIP B53.71	141.80
153	G040324	JOE'S MARKET	6115	030124	27467	RFND BLACK CONTAINER REPLACEMENT	40.00
154	G040324	JOHN KULAR CONSULTING	3734	1451	27468	24008-1: STORMWATER MASTER PLAN FEB 2024	15,183.60
155	G040324	JTS CONSTRUCTION	6018	23-000095	27469	DEPST RFND CONSTRUCTION METER	1,250.00
156	G040324	JTS CONSTRUCTION	6018	23-000773	27469	DEPST RFND CONSTRUCTION METER	1,250.00
157	G040324	KERN ASPHALT PAVING AND SEALING CO., INC	1708	22-000469	27470	DEPST RFND CONSTRUCTION METER	1,250.00
158	G040324	LARRY MORRIS	6065	032524	27471	121823 UNFM STIP B928.83	185.09
159	G040324	MAIRA PUENTE	6003	032524	27472	092523 UNFM STIP B552.41	258.07
160	G040324	ONE SOURCE PARTS, LLC DEPT 900	5748	1013311	27473	RFS VEH #15: HYDRAULIC PUMP	2,717.65
161	G040324	PASQUINI ENGINEERING, INC	5808	9742.1	27474	22012-1: DESIGN FOR DISCOVERED BASEMENT RETAIN WAL	5,270.00
162	G040324	PATRICK KLAWITTER	6049	032524	27475	120423 UNFM STIP B13.03	1,986.97
163	G040324	RAMON RAMOS	6109	032024	27476	TRASH CONTAINER REIMBURSEMENT	40.00
164	G040324	TRADICIONES MARKETS, INC	5259	352 FEB 2024	27464	352 UB PAYMENTS FEB 24	63.36
165	G040324	TRU EDGE BUILDS, INC	6116	22-000661	27477	DEPST RFND CONSTRUCTION METER	1,250.00
166	G040324 Total						41,534.47
167	G040224	IVANNA RUSSELL	6095	032724	27495	TRAVEL REIMBURSEMENT ONTARIO	233.16
168	G040224	JESSICA ANGUIANO	6089	032724	27496	TRAVEL REIMBURSEMENT ONTARIO	233.16
169	G040224	ROBERT HALF	4814	63363958	27497	TEMP SERVICES X.NIETO WE 031524	1,583.70
170	G040224	ROBERT HALF	4814	63339100	27497	TEMP SERVICES X.NIETO WE 030824	1,233.81
171	G040224	WILLIAM C. STATLER	5136	NO. 16 FEB 2024	27498	FEB 24: FINANCIAL SRVCS AGRMT 2021-037	3,000.00
172	G040224 Total						6,283.83
173	G040124	AMIGO'S MEAT MARKET	6111	021424	27447	RFND GREEN CONTAINER REPLACEMENT	40.00

	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
174	G040124	BOWMAN ASPHALT, INC.	963	3626	27448	21021-3: RETENTION CDBG 16TH ST REHAB	21,928.16
175	G040124	CENTRAL CALIFORNIA POWER INC	2552	131630	27449	POPLAR & BAYMEADOWS GENERATOR REPAIR	6,491.42
176	G040124	CLEAN STRIDE LLC	5289	10700	27450	FEB 2024: JANITORIAL SERV & COURTHOUSE SERV	6,214.33
177	G040124	GAME TIME	4890	PJI-0225543	27451	22013-2: CON PHASE CENTRAL PARK PLAY AREA	29,339.66
178	G040124	KSI ENGINEERING INC	5837	108351	27452	22012-2: SURVEYING FOR DOWNTOWN RENOVATION PRJT	15,093.00
179	G040124	LAVONDA & JERRY DECLIPPEL	6110	020124	27453	TRASH CONTAINER REIMBURSEMENT	40.00
180	G040124	PG & E COMPANY	85	50094475 V1	27454	22014-1: 13TH ST TO 16TH ST STREET LIGHT	11,476.41
181	G040124	SANDOVAL INDUSTRIES LLC	1180	7683	27455	BIN FABRICATION MATERIALS	317.61
182	G040124 Total						90,940.59
183	G032924	CROSSWHITE CONSTRUCTION INC	5244	#01-0324	27446	DEMO, DISTPATCH CENTER & SERVER INSTALL/WORK SERV	59,050.00
184	G032924 Total						59,050.00
185	A2032824	NAVIA BENEFIT SOLUTIONS	5664	031124	5457	MEDICAL CHECK RUN 031124	1,134.52
186	A2032824	NAVIA BENEFIT SOLUTIONS	5664	031824	5457	MEDICAL CHECK RUN 031824	989.64
187	A2032824 Total						2,124.16
188	A1032824	NAVIA BENEFIT SOLUTIONS	5664	FSA 030824	5456	HEALTH CARE FSA 030824	74.63
189	A1032824	NAVIA BENEFIT SOLUTIONS	5664	FSA 030824-2	5456	HEALTH CARE FSA 030824 #2	113.55
190	A1032824	NAVIA BENEFIT SOLUTIONS	5664	FSA 031524	5456	HEALTH CARE FSA 031524	678.21
191	A1032824	NAVIA BENEFIT SOLUTIONS	5664	FSA 032224	5456	HEALTH CARE FSA 032224	280.01
192	A1032824	NAVIA BENEFIT SOLUTIONS	5664	FSA 122223	5456	FSA DISBURSEMENT 122223	7,044.43
193	A1032824 Total						8,190.83
194	A040924	ANTHEM BLUE CROSS	6062	0202403935318	5460	APRIL 24: INSURANCE PREMIUM	76,814.12
195	A040924 Total						76,814.12
196	A032924	CSJVRMA	78	RMA 2024-0255	5458	2023/2024 4TH QTR DEPOSITS	146,718.00
197	A032924 Total						146,718.00
198	Grand Total						1,376,525.91

**MINUTES**  
**WASCO CITY COUNCIL**  
and Successor Agency to the  
Former Redevelopment Agency  
**Tuesday, April 2, 2024**  
Regular Meeting – 6:00 p.m.  
**City Council Chambers**  
**746 8<sup>th</sup> Street, Wasco, CA 93280**

**REGULAR MEETING – 6:00 pm**

**1) CALL TO ORDER:** Mayor

Mayor Garcia called the meeting to order at 6:00 p.m.

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

**PRESENT:** Mayor Garcia, Mayor Pro Tem Medina, Council Members: Martinez, Reyna, Saldaña

**STAFF PRESENT:** City Manager Hurlbert, City Attorney Schroeter, City Clerk Martinez, Deputy City Clerk Tinajero, Community Development Director Cobb, Public Works Director Villa, Chief of Police Fivecoat, Finance Director Perez-Hernandez, Kern County Fire Chief Appleton.

**3) FLAG SALUTE:** by Mayor

**4) INVOCATION:** by Michael Lynch, Wasco Police Chaplin

**5) PRESENTATIONS:** None

**6) PUBLIC COMMENTS:**

There were no public comments.

Deputy City Clerk Tinajero mentioned that 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

**9) NEW EMPLOYEE POLICE DEPARTMENT BADGE PINNING CEREMONY FOR:**

- a.** Angel Sanchez, Police Officer
- b.** Larry Morris, Police Officer

Police Chief Fivecoat presented the new Police Department Officers for the badge-pinning ceremony.

City Clerk Martinez administered the oath of office to the new Police Officers.

Mayor Garcia called a five-minute recess at 6:15 p.m.

Mayor Garcia reconvened the meeting at 6:22 p.m.

**CITY COUNCIL BUSINESS:**

**10) 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 \$ 859,360.22
- b. Approval of City Council Minutes for March 19, 2024, Regular Meeting
- c. Approval of Travel Expenses Exceeding \$500.00 for the Police Dispatcher Olivia Ayon to attend the POST Certified Dispatch Supervisor course scheduled for May 13-24, 2024, in Huntington Beach, CA., 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 15378, no environmental review is required.
- d. Approval of Travel Expenses Exceeding \$500.00 per participation for the Chief of Police to attend the California Police Chiefs Association Annual Training Symposium on May 19 -22, 2024, in Palm Springs, CA.; 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 15378, no environmental review is required.
- e. Approval of Corrections for the January 16, 2024, Regular City Council Meeting Minutes, 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 15378, no environmental review is required.
- f. Adopt a Resolution Authorizing the City Manager or Designee to approve a Budget Amendment of \$40,000 to the Adopted FY 2023-2024 Operating Budget for Existing and Future Code Compliance Overtime Expenses 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 15378, no environmental review is required.

**Reso#2024-4044**

- g. Adopt a Resolution Authorizing the City Manager or designee to execute an agreement with Willbanks Environmental Consulting Inc. for environmental reporting services 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 15378, no environmental review is required.

**Reso#2024-4045**

**Agmt#2024-005**

- h. Adopt a Resolution Authorizing the City Manager or designee to sign a contract with Pacific Gas and Electric for service to Well 13, located at 1301 J Street, Wasco, CA. 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 15378, no environmental review is required.

**Reso#2024-4046**

**Agmt#2024-006**

- i. Adopt a Resolution Authorizing the City Manager or designee to execute a \$240,000.00 purchase order with NIXON-EGLI Equipment Co., a Source Well partner, to purchase a new lift truck 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 15378, no environmental review is required.

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

There were no public comments.

Council Member Reyna pulled item 10i for further discussion.

**Motion** by Council Member Reyna **seconded** by Mayor Pro Tem Medina to approve the Consent Calendar with separate consideration on item 10i by the following roll call vote:

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

**10i** Adopt a Resolution Authorizing the City Manager or designee to execute a \$240,000.00 purchase order with NIXON-EGLI Equipment Co., a Source Well partner, to purchase a new lift truck 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 15378, no environmental review is required.

**Reso#2024-4047**

Council Member Reyna asked if this purchase was initially planned project.

Public Works Director Villa explained the initial plan was to purchase a trailer-mounted device; however, it was stable and didn't work for high-level reach.

Council Member Reyna requested when a large amount is brought for Council approval, it be agendized in the new business and not on the Consent Calendar.

**Motion** by Council Member Reyna **seconded** by Council Member Martinez to approve Item 10i by the following roll call vote:

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

**11) PUBLIC HEARINGS: None**

**12) DEFERRED BUSINESS: None**

**13) NEW BUSINESS:**

- a. Adopt a Resolution Authorizing the City Manager or designee to finalize and execute a Utility Relocation Agreement with the California Department of Transportation necessitated by the Conflict 8001 Hwy 46 Roundabout Project; 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. (Hurlbert)

**Reso#2024-4048**

**Agmt#2024-007**

Oral presentation by City Manager Hurlbert

There were no public comments.

**Motion** by Council Member Reyna **seconded** by Mayor Garcia to approve item 13a by the following roll call vote:

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

- b. Adopt a Resolution Authorizing the City Manager or Designee to execute all documents, including but not limited to agreements, amendments, and reports necessary for the creation of a Non-Profit Police Activity League Organization; 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 15378, no environmental review is required. (Hurlbert)

**Reso#2024-4049**

Oral presentation by City Manager Hurlbert

There were no public comments.

**Motion** by Council Member Martinez **seconded** by Mayor Pro Tem Medina to approve item 13b by the following roll call vote:

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

- c. Adopt the Resolution Authorizing the City Manager or designee to finalize and complete the purchase of additional Police Department Start-Up vehicles and safety equipment 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 15378, no environmental review is required. (Hurlbert)

**Reso#2024-4050**

Oral presentation by City Manager Hurlbert.

There were no public comments.

**Motion** by Council Member Reyna **seconded** by Council Member Saldaña to approve item 13c by the following roll call vote:

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

**REPORTS FROM COMMISSIONS AND COMMITTEES:**

- a. Kern Economic Development Corporation (Garcia)

No reports

- b. Kern Council of Government (Reyna)

- o The State Controller's Office released the Transit Assistance allocation estimate summary. The apportionment to Wasco is \$34,441 for the Fiscal year 2024/2025.

- c. Wasco Task Force (Saldaña and Medina)

Mayor Pro Tem Medina announced:

- o There will be a Community Clean-up at Cormack Park on Saturday, April 6, 2024.

**14) REPORTS FROM KC FIRE AND SHERIFF:**

- a. Kern County Fire Department (Appleton)

**Chief Appleton mentioned that there is no recent fire report.**

- b. Kern County Sheriff's Department (Stout)

**Absent**

**15) REPORTS FROM THE CITY MANAGER:**

**City Manager Hurlbert updated the city council on the following:**

- Wasco Ave open over the Poso Underpass
- Farm Labor Camp Demolition Update – Buildings are gone completely; only the foundation remains
- Banner Program – plan to have new poles on 7<sup>th</sup> Street before 7/4
  - o Banner price increase from \$80 to \$105. Orders must be received by 4/30
- Community Breakfast – 7 am, April 3, Council Chambers 746 8<sup>th</sup> Street, Wasco, Ca

- SNIP event April 12 (Friday) – Luis
- Free Adoption Event Friday, April 5<sup>th</sup> Location: Grocery Outlet time: 10 am – 2 pm.
- Spring Carnival at Teresa Burke, Thursday, April 11, 5:00 p.m. to 8:00 p.m. –
- Memorial Day Ceremony at the Bakersfield National Cemetery, Saturday, May 25<sup>th</sup>. RSVP by April 15<sup>th</sup>
- ICSC Conference May 19-22
- June 17 – Bike Rodeo, Summer Safety event – Barker Park
- Available City-appointed Board seat on Wasco Recreation & Parks – Remaining Term – Nov 30, 2025
- Announced that his daughter is getting married, and he will be out of town. Maria Lara will be the Acting City Manager from Thursday 4<sup>th</sup>, through Monday 8<sup>th</sup>.

#### **16) REPORTS FROM THE CITY COUNCIL:**

**Mayor Garcia-** announced his upcoming wedding for next Saturday

City Manager Hurlbert mentioned that the City Attorney and he agreed there are no significant updates regarding the three legal items under closed session. They will be brought back to the Council once there are updates to report. He also requested that approval of the March 19 closed session minutes be deferred until further notice.

#### **17) CLOSED SESSION:**

**a.** Approval of Closed Session Minutes for March 19, 2024.

**b. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (2) of subdivision (e) of Section 54956.9: (One potential case.)

**c. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION 54956.9 (d)(1)**

Name of Case: Amerivet Contracting, a California Corporation

**d. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION 54956.9 (d)(1)**

Name of Case: Tyna Powell

#### **18) CLOSED SESSION ACTION: None**

#### **19) ADJOURNMENT:**

Mayor Garcia adjourned the meeting to order at 7:05 p.m.

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Maria O. Martinez, CMC  
City Clerk

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Alexandro Garcia, Mayor



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** April 16, 2024

**SUBJECT:** Adopt a Resolution Approving an Amendment to The Standard Agreement (20-CDBG-CV2-3-000010) Issued Under The 2020 Community Development Block Grant Program-Coronavirus Response (CDBG- CV).

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### **Recommendation:**

Staff recommends the City Council:

- 1) Adopt a resolution to submit a request for additional funds to the State of California for Wasco's Sheriff Activities League (SAL) Youth Center. This is to cover the gaps created by documented, unanticipated cost increases. The funds will be added to the City of Wasco's CDBG-CV Subsistence Program Agreement (20-CDBG-CV2-3-000010) and authorize the City Manager to execute all necessary HCD documents; and
- 2) Find that the project is Categorical Exempt (Class 1:Existing Facilities) from the provisions of (CEQA) pursuant to Section 15301; and Categorical Excluded under (NEPA) per 24 CFR 58.35(a) and subject to laws and authorities at §58.5: (3)(iii)(B)- Rehabilitation of buildings and improvements of non-residential structures, including commercial, industrial, and public buildings, does not involve a change in land use, such as from non-residential to residential, commercial to industrial, or from one industrial use to another, 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 it is Categorical Exempt(Class 1:Existing Facilities) from the provisions of (CEQA) pursuant to Section 15301 and that it is Categorical Excluded under NEPA per 24 CFR 58.35(a) and subject to laws and authorities at §58.5: (3)(iii)(B)- Rehabilitation of buildings and improvements of non-residential structures, including commercial, industrial, and public buildings, does not involve a change in land use, such as from non-residential to residential, commercial to industrial, or from one industrial use to another.

**Discussion:**

The California Department of Housing and Community Development (HCD) has a small amount of Community Development Block Grant Coronavirus (CDBG-CV) funding remaining available to encumber in existing construction projects that have experienced unanticipated cost increases. All funds must be expended by June 25, 2026, which is the regulatory and statutory deadline for all CDBG-CV expenditures.

Grantees with active CDBG-CV Standard Agreements that are not in default may qualify for Unclaimed Funds under the following circumstances:

1. The funded activity is a construction project.
2. The funded activity experienced unanticipated cost increases that can be substantiated and documented. Acceptable work-order/change-order cost increases include, but are not limited to:
  - increased costs of supplies and materials,
  - increased costs of environmental mitigation or compliance,
  - increased labor costs, etc.
3. The grantee can certify that the CDBG-CV award, plus other funds shown in the application budget, do not provide sufficient funding to construct the project, and the grantee lacks access to any other available sources of funding for the construction activity.

The city applied and received a 2020 CDBG CV2-3 Grant in the amount of \$511,964.00 for the following activities:

- To assist local residents impacted by COVID-19 with rent, mortgage, and utility payments; AND
- To rehabilitate the Wasco's Sheriff Activities League (SAL) Youth Center.

The rent, mortgage, and utility payment program ended in October 2022. The city repurposed the remaining funds to rehab the SAL Youth Center.

The SAL Building project has faced some challenges. The city had requested bids for the project but received only one bidder whose offer was higher than expected. As a result, the city had to decline the offer and start over. To improve the planning process, the city hired an engineer to create design plans, which are currently being reviewed. The permit was approved by the end of February 2024, and currently, the project is out to bid, with Bids due April 17, 2024.

In January 2024, the city requested additional funding of \$127,991.00. The original deadline for this request was January 15, 2024, but it was later extended to April 15, 2024, by HCD. Although the typical limit for additional funding is 125% of the original award, requests that exceed this limit are being considered. Therefore, the city is requesting additional funding to cover any financial gaps. The newly revised amount is \$431,432.00, which is supported by an engineer cost estimate dated March 28, 2024. The increase in cost is due to inflation in the construction sector, which has led to an increase in material costs and prevailing wages. The state prevailing wage rates will also increase in April 2024, contributing to the overall increase in cost. Additionally, the cost for items was updated to reflect the cost presented in the previous bid for this project.

The staff is recommending the approval of a submission to HCD for an increase of up to \$431,432.00 to our current award. This will result in a total award of \$943,306.00 to

Standard Agreement 20-CBDG-CV2-3-00010. The increased amount will cover the costs for supplies, materials, labor, and equipment.

**Fiscal Impact:**

No immediate Fiscal Impact with approval of this item. Should the increased funding be approved, the awarded amount will be added to the approved project budget.

**Attachments:**

1. Resolution

**CDBG-CV Allocation of  
Remaining Funding –  
Jurisdiction Resolution**

1

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO  
AUTHORIZING AN AMENDMENT TO THE STANDARD AGREEMENT  
ISSUED UNDER THE 2020 COMMUNITY DEVELOPMENT BLOCK  
GRANT PROGRAM CORONAVIRUS RESPONSE (CDBG-CV)**

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

**SECTION 1:**

The City Council has reviewed and hereby approves the submission to the State of California ("State") of a Request for Additional Funds to fill gaps created by documented unanticipated cost increases. The funds would be added to its existing CDBG-CV Standard Agreement with the State numbered 20-CDBG-CV2-3-00010 (the "Standard Agreement") pursuant to the State's June 2020 CDBG-CV1 Notice of Funding Availability; December 2020 CDBG-CV2 and CV3 Notice of Funding Availability (NOFA); and/or the CDBG Method of Distribution as described in the State of California 2019-2020 Annual Action Plan August 2020 Second Substantial Amendment and the CDBG-CV Method of Distribution as described in the State of California 2019-2020 Annual Action Plan August 2020 Fifth Substantial Amendment.

**List of Activity Funding:**

Current Authorized amount(s) under Standard Agreement 20-CDBG-CV2-3-00010:

- CDBG-CV: 511,964.00
- Program Income:
- Total: 511,964.00

Amount of new CDBG-CV funds to be added to Standard Agreement 20-CDBG-CV2-3-00010:

- CDBG Not to exceed \$431,342.00
- Program Income:
- Total: \$431,342.00

Total amount of amended Standard Agreement 20-CDBG-CV2-3-00010:

- CDBG Grant Not to exceed \$943,306.00

Department of Housing and Community Development  
Version 11/15/2023

CDBG-CV

**CDBG-CV Allocation of  
Remaining Funding –  
Jurisdiction Resolution**

2

- Program Income:
- Total: \$943,306.00

**SECTION 2:**

The City of Wasco acknowledges compliance with all state and federal public participation requirements with respect to the proposed amendments to the Standard Agreement described in Sections 1 above.

**SECTION 3:**

The City of Wasco hereby authorizes and directs the City Manager, or designee\*, to execute and deliver all application(s), "Request(s) for Additional Funds," and/or amendments to the Standard Agreement and act on the City's behalf in all matters pertaining to all such application(s), "Request(s) for Additional Funds," and/or amendments.

**SECTION 4:**

If an amendment to the Standard Agreement is approved as contemplated above, the City Manager, or designee\*, is authorized to enter into, execute, and deliver an amendment to the Standard Agreement and any and all other documentation which may be required by the State from time to time for the purposes of this grant.

**SECTION 5:**

If an amendment to the Standard Agreement is approved, the City Manager, or designee\*, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with this grant.

*\* Important Note: If the designee is signing any application, agreement, amendment, or any other document on behalf of the designated official of the City/County, written proof of designee authority to sign on behalf of such designated official must be included with the Resolution, otherwise the Resolution will be deemed deficient and rejected. Additionally, do not add limitations or conditions on the ability of the signatory or signatories to sign documents, or the Resolution may not be accepted. If more than one party's approval is required, list them as a signatory. The only exception is for county counsel or city attorney to approve as to form or legality or both, IF such approval is already part of the standard city/county signature block as evidenced by the signed Resolution itself. Inclusions of additional limitations or conditions on the authority of the*

**CDBG-CV Allocation of  
Remaining Funding –  
Jurisdiction Resolution**

3

*signer will result in the Resolution being rejected and will require your entity to issue a corrected Resolution prior to the Department issuing a Standard Agreement or any subsequent amendments thereto.*

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Wasco of held on April 16, 2024, by the following vote:

COUNCIL MEMBERS: GARCIA, MEDINA, MARTINEZ, REYNA, SALDAÑA

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Alexandro Garcia, Mayor

**STATE OF CALIFORNIA**

*City of Wasco*

“I, \_\_\_\_\_, Deputy City Clerk of the City of Wasco, State of California, hereby certify that (i) the above and foregoing is a full, true, and correct copy of a resolution duly adopted by said City Council on this 16<sup>th</sup> day of April 2024; (ii) such resolution has not been amended, modified, repealed or rescinded since the date of its adoption; and (iii) such resolution remains in full force and effect.”

\_\_\_\_\_  
Monica Flores, Deputy City Clerk of the City of  
Wasco, State of California



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** April 16, 2024

**SUBJECT:** Adopt a Resolution Authorizing the City Manager or Designee to Execute a Purchase Order with Farm Pump and Irrigation in an amount not to exceed \$16,000.00 for Emergency Repairs of the Wastewater Treatment Facility's Domestic Water Well.

---

**Recommendation:**

Staff recommend the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or designee to execute a purchase order with Farm Pump and Irrigation in an amount not to exceed \$16,000.00 for emergency repairs of the Wastewater Treatment Facility's Domestic Water Well; 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 15378, no environmental review is required.

**Environmental Review:**

Staff has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA). It has been determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because it consists of a governmental fiscal/administrative activity that 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's wastewater treatment facility has its own well, which provides potable water for the facility and Animal Control. Unfortunately, the well has been experiencing reduced water production lately and is struggling to meet the facility's demand. To investigate this issue further, staff hired Farm Pump and Irrigation to pull the well column pipe and submersible pump. After performing a visual inspection of the tubes and pump, staff recommends replacing 11 tubes and the pump to restore well productivity.

Farm Pump and Irrigation (FPI) has received authorization to perform urgent repairs in order to restore water supply to both facilities. The repairs consisted of purchasing a new pump and replacing 11 column tubes. The total cost of the repairs amounted to \$15,393.41. The following images display the wear and tear, as well as damages that were found.



**Fiscal Impact:**

The total cost for these repairs will be charged to #30400-50460 of the Wastewater Operating Budget. No budget transfer is required for this authorization.

**Attachments:**

1. Resolution
2. Estimate

**RESOLUTION NO. 2024 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO APPROVE A PURCHASE ORDER WITH FARM PUMP AND IRRIGATION IN AN AMOUNT NOT TO EXCEED \$16,000.00 FOR EMERGENCY REPAIRS OF THE WASTEWATER TREATMENT FACILITY'S DOMESTIC WATER WELL**

**WHEREAS**, the City wishes to execute a purchase order with Farm Pump and Irrigation in order to make the necessary repairs; and

**WHEREAS** a quote for the repairs in the amount of 15,393.41 was received from Farm Pump and Irrigation; and

**WHEREAS**, It is prudent to make necessary repairs to the critical component at the Wastewater Facility; and

**WHEREAS**, The cost of these repairs will be covered under the adopted Wastewater operating budget account #30400-50460.

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

**SECTION 1:** Authorize the City Manager or designee to approve a purchase order with Farm Pump and Irrigation for emergency repairs of the Wastewater Treatment Facility's Domestic Water Well. The purchase order amount should not exceed \$16,000.00.

-o0o-

**I HEREBY CERTIFY** that the foregoing Resolution No. 2024 - was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on April 16, 2024, by the following vote:

COUNCIL MEMBERS: GARCIA, MEDINA, MARTINEZ, REYNA, SALDAÑA

AYES:

NOES:

ABSTAIN:

ABSENT:

**Attest:** \_\_\_\_\_

\_\_\_\_\_  
**ALEXANDRO GARCIA,**  
**MAYOR** of the City of Wasco

\_\_\_\_\_  
**MONICA FLORES**  
**DEPUTY CITY CLERK** and Ex Officio Clerk of  
the Council of the City of Wasco

535 North Shafter Avenue, Shafter, California 93263  
Phone: 1-661-589-6901 \* 661-746-3376 Fax: 661-746-1510  
P.O. Box 1477, Shafter, California 93263

**Date:** 4/8/2024

**Job No:**

**Attention:**

**Re:** Replace treatment plant submersible assembly

[illegible]

Estimated Material Total	\$ 8,469.66
--------------------------	-------------

## Estimated Labor

Scope of Labor	Extend
ESTIMATE ONLY	
Service call to check out submersible pump issue	\$ 225.00
Pull out 3" X 462' submerible pump assembly	
Tear down pump and motor, inspect.	
Pick up and haul out new 3" galvanized pipe, pump, motor	
#8 cable and check valve	
Install new 3" X 462' submersible pump assembly	\$ 6,000.00

	Estimated Labor Total	\$ 6,225.00
Terms: Net 30 days	Estimated Material Total	\$ 8,469.66
	Sales Tax	\$ 698.75
	Grand Total	\$ 15,393.41

Notes:

Thank You.

I understand and accept the terms and conditions of this estimate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Customer's Copy



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** April 16, 2024

**SUBJECT:** Adopt a Resolution Authorizing the City Manager or designee to Execute a Purchase Order with Duthie Power Services in an amount not to exceed \$15,000.00 for Emergency Repairs of the Wastewater Treatment Facility's Standby Generator

---

### **Recommendation:**

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or designee to execute a purchase order with Duthie Power Services in an amount not to exceed \$15,000.00 for emergency repairs of the Wastewater Treatment Facility's Standby Generator; 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 15378, no environmental review is required.

### **Environmental Review:**

Staff has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA). It has been determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because it consists of a governmental fiscal/administrative activity that 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's wastewater treatment facility has a backup generator responsible for powering up the entire facility in the event of a power outage. During a routine weekly inspection, the staff noticed that the control panel had no power and attempted to troubleshoot the issue, but unfortunately, they could not get it up and running. Therefore, the staff decided to call in a technician to investigate the matter further. After a thorough examination, it was discovered that the control panel was no longer operational and must be replaced.

Duthie Services has provided an estimate of \$12,481.54 for the required repairs needed to make the unit operational again. The estimate includes the replacement of the panel, repairs to the block heater, and battery replacement. Given the critical nature of a potential power outage without auxiliary power, staff has authorized Duthie to proceed with the emergency repairs.

**Fiscal Impact:**

There are sufficient funds in account #30400-50530 of the Wastewater Operating Budget to cover the necessary equipment repairs.

**Attachments:**

1. Resolution
2. Estimate

**RESOLUTION NO. 2024 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE A PURCHASE ORDER WITH DUTHIE POWER SERVICES FOR EMERGENCY REPAIRS OF THE WASTEWATER TREATMENT FACILITY'S STANDBY GENERATOR IN AN AMOUNT NOT TO EXCEED \$15,000.00.**

**WHEREAS**, the City wishes to execute a purchase order with Duthie Power Services to make the necessary generator repairs; and

**WHEREAS**, a quote for the repairs in the amount of 12,481.54 was received from Duthie Power Services; and

**WHEREAS**, it is prudent to make necessary repairs to the critical component at the Wastewater Facility; and

**WHEREAS**, the cost of these repairs will be covered under the Wastewater Equipment Repair account #30400-50530.

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

**SECTION 1:** Authorize the City Manager or designee to finalize and execute a purchase order with Duthie Power Services for emergency repairs of the Wastewater Treatment Facility's standby generator in an amount not to exceed \$15,000.00.

-o0o-

**I HEREBY CERTIFY** that the foregoing Resolution No. 2024 -        was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on April 16, 2024, by the following vote:

COUNCIL MEMBERS: GARCIA, MEDINA, MARTINEZ, REYNA, SALDAÑA

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
**ALEXANDRO GARCIA,**  
**MAYOR** of the City of Wasco

**Attest:** \_\_\_\_\_

\_\_\_\_\_  
**MONICA FLORES**  
**DEPUTY CITY CLERK** and Ex Officio Clerk of  
the Council of the City of Wasco



2335 E Cherry Industrial Circle  
Long Beach, CA 90805-4416

**24 Hour Service**  
Generators • Fire Pumps • Transfer Switches



Phone (562) 790-1772 (800) 394-7697  
Fax (562) 408-3020 Lic # 708125

## QUOTE

Quote Number:  
Ja10453

Work Order Id:  
219753  
Date:  
04/04/2024  
Expiration Date:  
07/04/2024  
Submitted By:  
RYAN REIFF  
Page: 1 of 2

### Proposal To:

Alberto Martinez  
Deputy Public Works/ Director of Water  
5410 7th St  
Waste Water Plant  
Wasco CA 93280  
(661)758-7273  
almartinez@cityofwasco.org

### Service Location:

City of Wasco  
5410 7th St  
Waste Water Plant  
Wasco CA 93280  
WAS190-008

### Option # 1

#### Equipment

250 KW

#### Serial #

B130461562

#### Manufacturer

Cummins

#### Model

DQDAA-1220755

Year: 0000 Size 250.00 -

THIS QUOTE IS FOR RECOMMENDED CORRECTIONS TO EMERGENCY EQUIPMENT  
TRAVEL TO JOB SITE, GAIN ACCESS TO EMERGENCY EQUIPMENT  
DISABLE BATTERY CHARGER  
REMOVE & PROPERLY DISPOSE OF HAZMAT STARTING BATTERIES  
SERVICE BATTERY CABLE TERMINAL LUGS  
INSTALL (2) GRP4DD MAINTENANCE FREE STARTING BATTERIES  
APPLY TERMINAL PROTECTIVE COATING  
ENABLE BATTERY CHARGER, ADJUST AS NEEDED  
DISABLE AC POWER TO BLOCK HEATER  
DRAIN & CAPTURE HAZMAT ENGINE COOLANT FOR REUSE (IF REQUIRED)  
REMOVE FAULTY ENGINE BLOCK HEATER  
INSTALL NEW ENGINE BLOCK HEATER  
REFILL COOLING SYSTEM WITH CAPTURED ENGINE COOLANT  
PURGE AIR FROM COOLING SYSTEM  
ENABLE AC POWER TO NEW ENGINE BLOCK HEATER  
REMOVE FAULTY CONTROL PC BOARD & DISPLAY PC BOARD  
INSTALL NEW CONTROL PC BOARD & NEW DISPLAY PC BOARD  
CALIBRATE CONTROLS AS NEEDED

TEST RUN GENERATOR TO ENSURE PROPER OPERATION

NOTE: During the duration of service, you will be without the use of your emergency backup. Rental generator quote available upon request.

Initial: \_\_\_\_\_

Total  
Estimated Sales Tax  
Estimated Total Sale

-----  
11,789.26  
692.28  
12,481.54



2335 E Cherry Industrial Circle  
Long Beach, CA 90805-4416

**24 Hour Service**  
**Generators • Fire Pumps • Transfer Switches**



Phone (562) 790-1772 (800) 394-7697  
Fax (562) 408-3020 Lic # 708125

## QUOTE

Quote Number:

Ja10453

Page: 2 of 2

\*\*\*\*\* ALL QUOTES ARE VALID FOR A PERIOD OF 90 DAYS \*\*\*\*\*

EQUIPMENT WILL BE OUT OF SERVICE TO DO THIS WORK. THIS IS FOR NORMAL WORKING HOURS AND DOES NOT INCLUDE PRIOR SERVICE CALLS.

If the repairs listed above require the unit to be out of service, we can provide you with a rental generator at an additional charge.

ATTORNEY'S FEES: If either parties to this Agreement should bring suit against the other with respect to this Agreement, then all costs and expenses incurred by the prevailing party therein shall be paid by the other party.

WARRANTY STATEMENT, ALL PARTS & LABOR COVERED FOR (12) MONTH PERIOD. ANY MANUFACTURER'S WARRANTY THAT EXCEEDS THE (12) MONTH PERIOD WILL BE HONORED FOR DURATION OF STATED COVERAGE.

NOTE: ONCE QUOTE IS APPROVED AND PARTS ARE ORDERED, IF WORK IS CANCELLED A 15% RESTOCKING FEE WILL APPLY. If the emergency ba 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.

Thank you,

Ryan Reiff  
Service & Purchasing  
Duthie Power Service  
(562) 790-1772 x 1220

Accepted By: \_\_\_\_\_

PO#: \_\_\_\_\_

Date: \_\_\_\_\_



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** April 16, 2024

**SUBJECT:** Adopt a Resolution Authorizing the City Manager or Designee to Sign a Letter Authorizing the County of Kern as the Lead Agency to Submit to the California Department of Resources Recycling and Recovery (CalRecycle) a Regional Application for the Used Oil Payment Program (OPP) Fiscal Year 2024-25 on its behalf.

---

### **Recommendation:**

Staff Recommends the City Council:

- 1) Adopt a resolution authorizing the City Manager or designee to sign a letter authorizing the County of Kern as the lead agency to submit to CalRecycle a regional application for the used oil payment program fiscal year 2024-25 on its behalf; 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 15378, no environmental review is required

### **Environmental Review:**

Staff has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA). It has been determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because it consists of a governmental fiscal/administrative activity that 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 has historically opted into the regional application for used oil payment program with the County of Kern. It is advantageous to continue this choice rather than participate separately.

### **Discussion:**

It is in the best interest of the City to authorize the County of Kern to be the lead agency and submit an application on the City of Wasco's behalf for funding to CalRecycle for the support and marketing of used oil recycling centers within the City limits. The City has authorized the County previously and is required to do so on an annual basis.

Public Resources Code 48600 et seq. describes the California Oil Recycling Enhancement Act (Act), which provides for, among other things, funding to assist local governments in developing and maintaining an ongoing used oil and used oil filter collection/recycling program for their communities. In 2009, Senate Bill 546 (Lowenthal, Chapter 353, Statutes of 2009) was enacted, and made various changes to the Act, including changing the funding from a reimbursable grant program (formerly known as the Used Oil Block Grant Program [UBG]) to a payment program (referred to as the Used Oil Payment Program [OPP]), increasing the funding to \$11 million per year (up from \$10million), and encouraging local governments to use a minimum of \$1 million (approximately 10 percent of their individual funding) on collection and recycling of used oil filters.

As lead agency, the County manages and oversees the used oil recycling program. This program consists of the operation and oversight of certified used oil collection centers in Kern Unincorporated areas and within the participating jurisdictions. The County also provides advertisement and promotion of the program, submits required reporting to the State, and covers other administrative responsibilities. The County has larger staffing resources and capacity than the City to monitor and implement the used oil recycling program; therefore, staff recommends the City opt into the regional application as it has historically done.

**Fiscal Impact:**

None

**Attachments:**

1. Resolution
2. Correspondence from Kern County Public Works
3. Letter of Participation for the Used Oil Payment Program, Fiscal Year 2024-2025



April 8, 2024

Mr. Scott Hurlbert, City Manager  
City of Wasco  
746 8<sup>th</sup> Street  
Wasco, CA. 93280 ([schurlbert@cityofwasco.org](mailto:schurlbert@cityofwasco.org))

Dear Mr. Hurlbert

Kern County, as the lead agency for the Used Oil Program, will be submitting an annual application for the Used Oil Payment Program to CalRecycle on behalf of the County and participating jurisdictions for the Fiscal Year 2024-2025. As in prior years, your city may choose to be a participating jurisdiction.

In order to be a participating jurisdiction, your city must submit a Letter of Authorization. Attached is an authorization letter template for your use.

As lead agency, the County manages and oversees the used oil recycling program. This program consists of the operation and oversight of certified used oil collection centers in Kern Unincorporated areas and within the participating jurisdictions. The County also provides advertisement and promotion of the program, submits required reporting to the State, and covers other administrative responsibilities.

The authorization letter should be on the city letterhead and addressed to CalRecycle. Both electronic and original wet ink signatures will be acceptable and must be either mailed to Kern County Public Works Department or directly emailed to me at [guarnizoa@kerncounty.com](mailto:guarnizoa@kerncounty.com). Please arrange to submit a letter by May 8, 2024. This will allow the submittal of application in a timely manner.

If you have any questions, feel free to contact me at (661) 862-5030.

Sincerely,

A handwritten signature in blue ink, appearing to read "Aaron Guarnizo".

Aaron Guarnizo  
Waste Management Specialist  
Kern County Public Works Department  
[guarnizoa@kerncounty.com](mailto:guarnizoa@kerncounty.com)

**RESOLUTION NO. 2024 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER TO SIGN A LETTER AUTHORIZING THE COUNTY OF KERN AS THE LEAD AGENCY TO SUBMIT TO CALRECYCLE A REGIONAL APPLICATION FOR THE USED OIL PAYMENT PROGRAM FISCAL YEAR 2024-25**

**WHEREAS**, the City Council of the City of Wasco has limited staffing capacity and historically ops into the regional application for used oil payment program with the County of Kern; and

**WHEREAS**, Public Resources Code 48600 et seq. describes the California Oil Recycling Enhancement Act (Act) which provides for, among other things, funding to assist local governments in developing and maintaining an on-going used oil and used oil filter collection/recycling program for their communities; and

**WHEREAS**, the County of Kern acts as the lead agency and oversees the used oil recycling program; and

**WHEREAS**, the City wishes to submit a letter with language attached as Exhibit "A" to authorize the County of Kern as the Lead Agency to submit to CalRecycle a regional application for the used oil payment program; and

**WHEREAS**, the County of Kern provides advertisement and promotion of the program, submits required reporting to the State and covers other administrative responsibilities.

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

**SECTION 1:** The City Manager is authorized to endorse and send a letter authorizing the County of Kern as the lead agency to submit to CalRecycle a Regional Application for the Used Oil Payment Program (OPP) Fiscal Year 2024-25 on the City of Wasco's behalf.

-o0o-

**I HEREBY CERTIFY** that the foregoing Resolution No. 2024 - \_\_\_\_\_ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on April 16, 2024, by the following vote:

COUNCIL MEMBERS: Garcia, Medina, Martinez, Saldana, Reyna

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
**ALEX GARCIA,**  
**MAYOR** of the City of Wasco

**Attest:** \_\_\_\_\_

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



## City Manager's Office

(661) 758-7214 Fax (661) 758-5411

746 8<sup>th</sup> Street, Wasco, CA 93280

[www.cityofwasco.org](http://www.cityofwasco.org)

April X, 2024

Waste Management Specialist  
Kern County Public Works  
2700 M Street, Suite 450  
Bakersfield, CA 93301

RE: Letter of Authorization

I, M. Scott Hurlbert, City Manager of the City of Wasco, am authorized to contractually bind the City of Wasco. Pursuant to this authority, I hereby authorize the County of Kern to submit a regional Used Oil Payment Program (OPP) application and act as Lead Agency on behalf of the City of Wasco. The County of Kern is hereby authorized to execute all documents necessary to implement and secure payment under the OPP.

Sincerely,

M. Scott Hurlbert  
City Manager  
66-758-7215



## STAFF REPORT CITY OF WASCO

**TO:** Honorable Mayor and Council Members

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

**DATE:** April 16, 2024

**SUBJECT:** Adopt a Resolution Authorizing the City Manager or his Designee to Execute an Agreement Between the City of Wasco and the County of Kern for participation in the County of Kern Work Release Program.

---

### **Recommendation:**

Staff recommends the City Council:

- 1) Adopt a Resolution authorizing the City Manager or his designee to execute an agreement between the City of Wasco and the County of Kern for participation in the County of Kern Work Release Program; 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 15378, no environmental review is required.

### **Environmental Review:**

Staff has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA). It has been determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because it consists of a governmental fiscal/administrative activity that 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 Kern County Sheriff's Department provides Work Release Program personnel, typically consisting of low-risk offenders who can serve their jail time through community service by performing labor for Public Agencies.

The City of Wasco and the County of Kern have shared an agreement for participation in the Work Release Program for many years. The most recent agreement was effective from July 1, 2022, to June 30, 2024 however, activities under the program were suspended due to Covid. If the Council wishes to move forward with the agreement the Work Release Program will be effective from July 1, 2024, to June 30, 2026.

The Public Works Department has successfully used the Work Release Program to address a variety of landscape maintenance needs, such as weed abatement, ditch cleaning, general landscaping maintenance, plant removal and replacement, and other general departmental needs. The City assigned Work Release Program personnel to receive training from the Kern County Sheriff's department regarding the program's policies and procedures. The City of Wasco is required to cover the Work Release Program personnel with Workers Compensation Insurance and any medical cost associated with any unforeseen incidents or injuries.

**Fiscal Impact:**

None

**Attachments:**

1. Resolution
2. Agreement for Participation in Work Release Program
3. Exhibit A work site instructions

**RESOLUTION NO. 2024 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF WASCO AND THE COUNTY OF KERN FOR PARTICIPATION IN THE COUNTY OF KERN WORK RELEASE PROGRAM.**

**WHEREAS**, The City of Wasco and the County of Kern share an agreement for the participation of the City's participation in the Work Release Program; and

**WHEREAS**, The City Manager or designee is to sign into effect the Work Release Program Agreement; and

**WHEREAS**, Said agreement would be effective from July 1, 2024 – June 30, 2026.

**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 the agreement.

**SECTION 2:** The Work Release Program Agreement is included as an attachment to this Resolution.

-oOo-

**I HEREBY CERTIFY** that the foregoing Resolution No. 2024 -            was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on April 16, 2024, by the following vote:

COUNCIL MEMBERS: GARCIA, MEDINA, MARTINEZ, REYNA, SALDAÑA

AYES:

NOES:

ABSTAIN:

ABSENT:

---

**ALEXANDRO GARCIA**  
**MAYOR** of the City of  
Wasco

**Attest:**\_\_\_\_\_

---

**MONICA FLORES**  
**DEPUTY CITY CLERK** and Ex Officio Clerk of  
the Council of the City of Wasco

**AGREEMENT**  
**FOR**  
**PARTICIPATION IN WORK RELEASE PROGRAM**  
**(County of Kern – City of Wasco)**

**THIS AGREEMENT** has been entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **COUNTY OF KERN**, a political subdivision of the State of California (“**County**”), and **CITY OF WASCO**, a municipal corporation in the County of Kern (“**Contractor**”). County and Contractor may be individually referred to as “**Party**” and collectively as “**Parties.**”

**RECITALS**

A. The Sheriff of County administers a Work Release Program for the placement of sentenced, minor offenders (“**Workers**”); and

B. Contractor desires to borrow and utilize such Workers for certain labor-intensive work within properties under the jurisdiction of the Contractor and Contractor agrees to borrow and make use of such Workers under the terms and conditions hereafter set forth; and

C. Section 4024.2 of the Penal Code of the State of California allows the County Board of Supervisors to authorize the Sheriff to provide such a voluntary program for the benefit of the public; and

D. The Board of Supervisors finds that the use of such labor for the purposes hereinafter set forth is necessary and will benefit the citizens of the County of Kern;

It is mutually agreed as follows:

1.       **Responsibilities of County:** The Sheriff of County shall, to the extent available and consistent with appropriate and usual security and safety practices as determined by the Sheriff, loan Workers to Contractor, which Contractor may utilize to perform certain cleanup and other labor-intensive activities.

2.       **Responsibilities of Contractor:**

A.       Contractor shall be absolutely and solely responsible and liable for the general supervision and work-related control of any Workers loaned. There shall be no commingling of Workers with the public or Contractor work crews, or staff, other than such supervision by Contractor's employees as may be necessary to assure safety at the work site and quality control of the work.

B.       Contractor shall, at its sole expense, provide technical direction to oversee the work performed under this Agreement; and Contractor shall supply, at its sole expense, any and all materials, supplies, tools, and equipment to be utilized by Workers in carrying out such work.

C.       Contractor, at its sole expense, shall provide transportation for all Workers between any work sites. All transportation furnished shall be suitable for the safe and secure transportation of the number of workers Contractor desires to transport.

D.       Contractor shall provide Workers with safety equipment as necessary including any safety equipment, which may be required by any Federal, State, or local law, rule, or regulation so that a safe working environment is maintained at all times. Contractor shall also provide safety instructions, whenever necessary, and shall explain such instructions and the work to be done to the Workers with sufficient clarity that the work shall be done in a safe and proper

manner. Contractor shall also furnish and be responsible for placing and maintaining any safety warning signs, which may be necessary. Any and all required traffic control shall be provided by Contractor and shall be done in a safe and proper manner. Traffic control shall not be done by Workers. Only qualified Contractor employees, and no Workers, shall operate vehicular equipment.

E. Contractor agrees to provide Workers with a minimum of 8 hours' work per day, lunch breaks included. Contractor may not require Workers to perform more than 10 hours of labor during any work day.

F. Contractor agrees to complete all required industrial injury reports in the event a Worker is injured at any time between the beginning and end of the workday. The work site supervisor shall immediately notify the Work Release Program office ((661) 868-5505/Fax (661) 868-5520), of said injury. In the event the Work Release Program office is closed for the evening, weekend, or holiday, the Contractor must notify the Work Release Program office at the next available business day. Unless otherwise instructed by the Work Release Program staff, or other designated official, the work site supervisor shall immediately provide any transportation assistance necessary to ensure the Worker of timely and proper medical attention.

G. Contractor shall be solely responsible for any necessary medical expenses and for the administration of any claims by Workers for any injuries to any Worker occurring between the beginning and end of the workday. Any Worker loaned to Contractor (if considered an "employee" of any Party hereto) shall be considered to be the employee of Contractor for all purposes during the entire period such Worker may be on loan to Contractor. Contractor shall provide, during the entire term of this Agreement, Workers' Compensation coverage, which shall provide any Worker injured with Worker's Compensation benefits in the event any such Worker is found to be any employee within the meaning of Labor Code Section 3351, or other applicable

statute. Proof of the existence of such coverage, to the satisfaction of the County Insurance and Claims Officer, shall be provided prior to any Worker being loaned to Contractor.

3.     **Supervision of Workers:**     Supervision shall be carried out only by responsible persons employed by the Contractor, and only after fulfilling the prerequisites in this section. Any person so appointed by the Contractor shall be an employee of Contractor in good standing. The prerequisites for such appointment shall include the following:

- A.     Work site supervisors must be at least 18 years of age.
- B.     Work site supervisors must possess a valid California Driver's License, of the proper class for the type of vehicle driven and the number of workers transported, if any.
- C.     Work site supervisors must possess a valid First Aid/CPR card, recognizing the completion of a minimum 8-hour combination class.
- D.     Work site supervisors must attend a 2-hour information and evaluation session with the Work Release Program staff, which will relate to the administrative functions of the program.

Contractor shall employ a sufficient number of authorized work site supervisors to permit constant supervision of all Workers utilized by Contractor. The Sheriff shall have the right under this Agreement to conduct job site inspections to ensure that sound supervision practices are being used by the appointed work site supervisors. The Sheriff shall provide such approved personnel with specific requirements related to the proper supervision of Workers. A copy of such requirements is attached hereto, marked **Exhibit "A"**, and incorporated herein by this reference. Upon failure to comply with any term or condition of this Agreement or any requirement set forth in **Exhibit "A"** hereof, the Sheriff, or his authorized representative, may immediately suspend Contractor's use of any Workers provided pursuant to this Agreement. Whether any term or condition of this Agreement or any requirement set forth in **Exhibit "A"** hereof has not been

complied with shall be determined by the office of the Chief Deputy of Detentions whose determination shall be final and binding on Contractor.

4. **Term:** This Agreement shall be effective as of the date first herein above written and shall terminate on **June 30, 2026**, provided however, that in addition to the power of the Sheriff to terminate this Agreement as provided for in **Paragraph 3** hereof, either Party hereto may terminate this Agreement by giving thirty (30) days prior written notice to the other Party specifying the termination date.

5. **Indemnification/Liability/Waiver of Claims:**

A. Contractor hereby agrees and undertakes to indemnify, defend (upon proper request), and hold harmless the County, its officer, agents, and employees from any and all losses, cost, expenses (including reasonable attorney's fees), claims, liabilities, actions, or damages of any nature, whatsoever, including injuries to or death of any person or persons (including any Worker loaned pursuant to this Agreement) or damage to any property, in any way arising out of or connected with or incident to any act or omission of Contractor, its officers, agents, employees, contractors, subcontractors, or independent contractors in the performance of this Agreement. For the purposes of this paragraph, any Worker furnished shall be considered the employee of Contractor.

B. It is further understood and agreed that Contractor, and not County, its officers, agents, or employees, is responsible and liable for any defective, harmful, or negligent work done by any Worker pursuant to the Agreement.

C. Contractor hereby waives all claims and causes of action it may accrue against County, its officers, agents, and employees, including the right to contribution for personal injury, death, or property damage in any way arising out of or incident to County's or Contractor's performance under this Agreement, except those arising from the negligence of County.

6. **Insurance:** Contractor, in order to protect County and its agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Contractor's actions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County's authorized insurance representative, Insurance Tracking Services Inc. (ITS). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Contractor shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to coverage, limits and termination provisions shown thereon. The Contractor shall promptly deliver to ITS a certificate of insurance, and all required endorsements with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or County as an additional insured.

A. Workers' Compensation and Employees Liability Insurance Requirement:

(1) Contractor shall submit written proof that Contractor is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

(2) Contractor shall require any sub-contractors to provide workers' compensation for all of the sub-contractor's employees, unless the sub-contractors' employees are

covered by the insurance afforded by Contractor. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Contractor shall provide and/or each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

(3) Contractor shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

B. Liability Insurance Requirements:

(1) Contractor shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

(a) Commercial General Liability Insurance, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, and Personal Injury (including bodily injury and death) and Property Damage for liability arising out of Contractor's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on behalf of the named insured. Contractor shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by the Agreement shall be the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence and four million dollars (\$4,000,000) aggregate.

(b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.

(2) The Commercial General Liability and Automobile Liability Insurance required in this sub-paragraph b. shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insured for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

(3) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.

(4) If any of the insurance coverage required under this Agreement is written on a claims-made basis, Contractor, at Contractor's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; or (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

C. Prior to Contractor commencing any of its obligations under this Agreement, evidence of insurance in compliance with the requirements above shall be furnished to the County by Certificate of Insurance. Receipt of evidence of insurance that does not comply with above requirements shall not constitute a waiver of the insurance requirements set forth above.

D. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement, except as otherwise indicated herein. Each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after ten (10) days written notice in the

case of non-payment of premiums, or thirty (30) days written notice in all other cases. Such notice shall be by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements stated herein, Contractor shall immediately obtain replacement coverage for any insurance policy that is terminated, cancelled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

E. All insurance shall be issued by a company or companies admitted to doing business in California and listed in the current Best's Key Rating Guide publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.

F. If Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor shall provide coverage equivalent to the insurance coverage and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Contractor is equivalent to the above-required coverage Alternatively, County will accept Contractor's coverage through the South San Joaquin Risk Management Authority which is a Joint Powers Authority of cities within the South San Joaquin Valley provided the coverage is equivalent to the foregoing.

G. All insurance afforded by Contractor pursuant to this Agreement shall be primary to and not contributing to any other insurance maintained by County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County.

H. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

I. Failure by Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement is insufficient to reimburse County for the premiums and any associated costs, Contractor agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Contractor of its obligation to obtain and maintain the insurance coverages required by this Agreement.

7. **Notice:** All notices or other communications herein provided to be given or which may be given by either Party to the other shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service, registered or certified, postage pre-paid and addressed as follows:

**Notice to County shall be made to:**

**Kern County Sheriff's Office  
Work Release Program  
Attn: Sergeant Andrew Chaidez  
PO Box 2208  
Bakersfield, CA. 93303-2208  
Email: chaidez@kernsheriff.org  
(661) 868-5501**

**Notice to Contractor shall be made to:**

**City of Wasco  
Attn: Scott Hurlbert, City Manager  
746 8th Street  
Wasco, CA. 93280  
Sites: 333, 334  
POC: Luis Villa (Public Works Director)  
(661) 758-7219  
luvilla@cityofwasco.org**

Notices shall also be deemed received when served personally upon the Sheriff or Contractor's program manager.

8. **Binding:** The provisions of this Agreement shall be binding upon and subject to any prescribed limitations on the right of assignment, and shall inure to the benefit of the Parties hereto and their respective heir, successors, assigns, and legal representatives.

9. **Non-Assignment:** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights or obligations under this Agreement without prior written consent of the Sheriff.

10. **Waiver:** No waiver with respect to one covenant, term, or condition herein shall be deemed to constitute a waiver of any other covenant, term, or condition herein or a waiver of any prior or subsequent failure to perform such covenant, term, or condition.

11. **Modification:** This Agreement may only be modified in writing signed by the Parties hereto and it contains all agreements of the Parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be given effect.

12. **Compliance with the Law:** The parties agree that in performing the work and services required by this Agreement, they will comply with any and all Federal, State, and Local laws, statutes, ordinances, orders, and regulations which apply to the Parties with respect to performing the work and services required by this Agreement.

13. **Severability:** Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the Parties intended to enter into the first instance.

14. **Non-Discrimination:** No Party, nor any officer, agent, employee, servant or subcontractor of any Party shall discriminate in the treatment or employment of any individual or

groups of individuals on the grounds of race, color, religion, national origin, age or sex, either directly, indirectly or through contractual or other arrangements.

15. **Independent Contractors:** In the performances of the services under this Agreement, the Parties shall be, and acknowledge that they are in fact and law, independent contractors and not agents or employees of the other. Each has, and shall retain, the right to exercise full supervision and control over the manner and methods of providing services under this Agreement. Each retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting in the provision of services under this Agreement and shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employment taxes whether federal, state or local, and compliance with any and all other laws regulating employment.

16. **Authority to Bind:** It is understood that neither Party has authority to bind the other to any agreements or undertakings with respect to any and all persons or entities with whom either deals in the course of providing services under this Agreement.

17. **Choice of Law/Venue:** The Parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the Parties agree that the venue of any action relating to the Agreement shall be in the County of Kern.

18. **Sole Agreement:** This document contains the entire agreement of the Parties relating to the services, rights, obligations and covenants contained herein and assumed by the Parties respectively. No inducements, representations or promises have been made, other than those recited in the Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

19. **Confidentiality:** Neither Party shall, without the written consent of the other, communicate confidential information, designated in writing or identified in this Agreement as such,

to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner as they protect its own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph will continue to survive.

20. **Enforcement of Remedies:** No right or remedy herein conferred on or reserved to either Party is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

21. **Conflict of Interest:** The Parties to this Agreement have read and are aware of the provisions of Section 1090, et sec. and Section 87100 et sec. of the Government Code relating to conflict of interest of public officers and employees. All Parties hereto agree that we are unaware of any financial or economic interest of any public officer or employee of County or City relating to the Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement; either Party may immediately terminate this Agreement by giving written notice thereof.

22. **Non-Collusion Covenant:** Each Party represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement. Neither Party has received any incentive or special payments, nor considerations not related to the provision of services under this Agreement.

23. **Audit, Inspection, and Retention of Records:** The Contractor agrees to maintain and make available accurate books and records relative to its activities under this Agreement. Contractor shall permit County to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, record or personnel (except as prohibited by law) or other data related to all other matters under this Agreement. The data and records shall be maintained

in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same right of inspection.

24. **Captions:** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement.

25. **Recitals:** Each of the recitals incorporated in this Agreement are deemed to be the agreement and a reflection of the intent of the Parties, and are relied upon by the Parties in agreeing to the provisions of this Agreement and in interpreting its provisions.

26. **Signature Authority:** Each Party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been fully authorized and empowered to enter into this Agreement.

27. **Political/Religious Activity:** No person performing any service or providing any goods designated under this Agreement shall participate in any political or religious activity on County time or in any manner involving the use of county property or expenditure of public funds nor conveying the implication of County endorsement or support for a candidate for local, state, or federal office.

Notwithstanding the foregoing, nothing in this Agreement shall be construed to unlawfully limit an individual's Constitutional rights. Accordingly, the limitations contained in this section are for the sole purpose of preventing proselytizing and politicking while engaged in the performance of services under this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date first hereinabove written.

**APPROVED AS TO CONTENT:**

**KERN COUNTY SHERIFF “COUNTY”**

**CITY OF WASCO, “CONTRACTOR”**

**By:**\_\_\_\_\_

**By:**\_\_\_\_\_

**Cindy Cisneros, Chief Deputy**

**M. Scott Hurlbert, City Manager**

**APPROVED AS TO FORM:**

**Office of the County Counsel  
Kern County**

**By:** \_\_\_\_\_

**Christina J. Oleson, Deputy**

**EXHIBIT “A”**  
**INSTRUCTIONS FOR DEPARTMENT AND WORK SITE SUPERVISORS**

**KERN COUNTY SHERIFF’S OFFICE**  
**WORK RELEASE PROGRAM**

**THE DEPARTMENT AND/OR WORK SITE SUPERVISOR HAVE THE FOLLOWING RESPONSIBILITIES IN THE SUPERVISION AND CARE OF WORKERS:**

**A. VERIFICATION OF ATTENDANCE AND WORK:**

1. Remain in the immediate vicinity of the work crew(s) to better detect anyone leaving the work site without authorization.
2. Check attendance at the beginning and end of each workday. Two additional attendance checks are required, at random times, during the workday. Place a check mark in the “ATTENDANCE CHECKS” boxes on the form (1=morning, 4=end of day). Enter any notes in the “SUPERVISOR’S COMMENTS” box (i.e. “No Show”; “5 min. late”; “20min. late-sent home”; etc.). Every name on the roster must be followed by a check mark or a comment.
3. Anyone who arrives more than 20 minutes late should be turned away and told to call the Work Release Program office.
4. Anyone whose name does not appear on the roster should not be permitted to work. If the person has a copy of their “Promise to Appear” that shows they are scheduled to work that day, write their name on the roster and allow them to work. No credit will be given if they are not scheduled in advance.
5. If anyone contacts you and says they are too ill to work, advise them to contact the Work Release Program office immediately for information. Written verification of illness is required to reschedule days.
6. Do not enter into any agreements with Workers regarding changing work days or hours. Credit is given only for days scheduled, in advance, by the Work Release Program office.
7. If anyone leaves the work site without authorization, immediately notify the Work Release Program office at the number listed in Section “E”.
8. Return completed attendance rosters to the Work Release Program as soon as possible. The return address is listed in Section “E”.
9. State law requires a full day of work (8 to 10 hours) for each day of sentence. Work days must be at least 8 hours long, including lunch and breaks, to qualify for this program.

**B. REQUIREMENT OF PROPER CLOTHING AND SAFETY EQUIPMENT:**

1. Remain in the immediate vicinity of the work crew(s) to better detect anyone not wearing proper

protective clothing, assigned distinctive clothing, or provided safety equipment.

2. Issue the identification, provided by the Sheriff, to each worker at the beginning of each workday.
3. Distribute safety equipment, provided by the Department, as necessary during the workday.
4. Workers are required to wear provided identification at all times during the workday, regardless of assigned task or work location. Identification must be worn over all other clothing so it will be visible at all times.
5. Workers are required to wear safety equipment when deemed necessary by the work site supervisor.
6. Workers must wear proper clothing for doing manual labor. Short pants or open shoes are prohibited.
7. Work site supervisors are responsible for the collection of all safety equipment by the end of each workday.
8. All identification issued at the beginning of each workday will be collected by the work site supervisor at the end of each workday.

**C. MAINTAINING AN ORDERLY WORK SITE:**

1. Remain in the immediate vicinity of the work crew(s) to better detect anyone violating the rules or laws.
2. If any problem arises with a worker, tell them to leave the work site and advise them to call the Work Release Program office, immediately. Notify the Work Release Program office, by telephone, immediately. Complete an INCIDENT REPORT form and send it to the Work Release Program office, at the address listed in Section “E”, by the end of the workday.
3. If the worker refuses to leave, or in any way continues to disrupt the work site, contact the Work Release Program office immediately. Arrangement will be made to remove the worker from the work site. Complete an INCIDENT REPORT form and send it to the Work Release Program office, at the address listed in Section “E” by the end of the workday.
4. Department agency middle management staff are expected to take corrective action when issues of concern for the Work Release Program are brought to their attention.
5. Work site supervisors are not authorized to search the worker, their possessions, or vehicles. Peace Officers may do so based on articulable probable cause.
6. Workers are prohibited from doing the following:
  - a. Operating vehicular equipment.
  - b. Communicating with other than supervisory personnel, or other workers.

- c. Making personal telephone calls.
- d. Leaving the work site during the workday.
- e. Being insubordinate to supervisors.
- f. Being disrespectful to anyone.
- g. Violating any program rule or regulation.
- h. Consuming any alcohol during the workday.
- i. Consuming any drugs during the workday, unless authorized by law.
- j. Reporting for work under the influence of alcohol or drugs.

7. Work site supervisors are responsible for the following.

- a. The participants must report to the designated work site on the date and time assigned. If they are 20 or more minutes late arriving at the work site the work site supervisor will ensure the participant is told to report to the work release office to be rescheduled and document the incident.
- b. The Participants are not to report to a work site other than the designated work site designed on the Promise to Appear contract unless authorized by work release staff. If they report to a work site which is not the designated work site the work site supervisor will refer the participant to the appropriate work site or will ensure the participant is told to leave the site and report to the work release office and document the incident.
- c. The work site supervisor is not permitted to pick up or drop off participants at any location except the designated work site on the Participants Promise to Appear unless authorized by work release staff.
- d. The work site supervisor does not have the authority to change or allow participants to report to a work site other than the designated work site unless authorized by work release staff.
- e. The work site supervisor will ensure participants wear suitable clothing and shoes for current weather conditions and duties assigned, and that the clothing is appropriate to be worn at a work site as determined by work release management and worn in a manner that provides a safe environment for the participant and others.
- f. The work site supervisor will ensure participants wear the approved identifier or designated clothing “WRP vest” at all times.
- g. The work site supervisor will ensure participants not possess the following items while at the work site: weapons, alcohol, prescription drugs which affect

performance, non-prescription drugs, cell phones, pagers, electronic games or devices or pornographic material.

- h. Sexual Harassment of Participants will not be tolerated. Examples of sexual harassment include:
  - A. Unwelcome sexual advances, requests for sexual favors, other verbal or physical conduct of a sexual nature
  - B. Direct or indirect pressure for dates and/or sexual activity
  - C. Pinching or patting, Leering, Gawking, Sexual Jokes or Cartoons, Verbal comments, Posting or circulating pornographic material
- i. Harassment of Participants will not be tolerated. Examples of harassment includes:
  - A. Abusive or foul language, racial jokes, cartoons, offensive reference to handicaps, derogatory remarks regarding a particular religion.
- j. Work site supervisors will ensure Participants do not have visitors or make personal telephone calls while at work site.
- k. Work site supervisors will ensure Participants do not sleep at the work site.
- l. Work site supervisors and contract agency staff are not permitted to enter into any business dealing with the participants is enrolled in the Work Release Program.
- m. Work site supervisors will not direct participants to perform any function which may have a negative bio-hazardous potential.
- n. Work site supervisors are expected to take responsibility for and to take action to stop or prevent incidents taking place at a work site which are outside normal and proper business practices. The work site supervisor is expected to intervene if appropriate taking into consideration personal safety issues and prevent or stop the activity and notify law enforcement or staff from the Work Release Program and then document the situation.
- o. Work site supervisors are expected to fully and properly complete all work release documents.
- p. Work site supervisors are expected to not enter any misleading or false information into any work release records.

**D. AIDING WORKERS WHO ARE INJURED OR ILL:**

- 1. Remain in the immediate vicinity of the work crew(s) to better detect any injuries or illness.
- 2. If a worker sustains a minor injury or illness, requiring first aid only:
  - a. Follow Department procedure for injured workers.

- b. Notify the Work Release Program office, at the number listed in Section “E”, as soon as possible. Follow the instructions you are given by the Work Release Program staff.
  - c. Send a completed INCIDENT REPORT to the Work Release Program office, at the address listed in Section “E”, by the end of the workday.
- 3. If a worker sustains a serious injury or illness, requiring more than minor first aid:
  - a. Follow Department procedure for injured workers.
  - b. Immediately transport the worker, by ambulance if necessary, to the nearest medical facility.
  - c. Notify the Work Release Program office, at the number listed in Section “E”, immediately. Follow the instructions you are given by the Work Release Program staff.
  - d. Send a completed INCIDENT REPORT to the Work Release Program office, at the address listed in Section “E”, by the end of the workday.

**E. COMMUNICATIONS WITH THE WORK RELEASE PROGRAM OFFICE:**

- 1. The telephone numbers to notify the Work Release Program staff of any of the matters outlined above is **((661) 868-5516, ((661) 868-5501, OR FAX ((661) 868-5520.**
- 2. In the event the Work Release Program office is closed for the evening, weekend, or holiday, you must wait until the next available business day. In emergency situations you may contact the Sheriff’s Communications Center **((661) 861-3110)** and ask to have the Work Release Program supervisor contact you.
- 3. Written communication for the Work Release Program should be sent to:

**Kern County Sheriff’s Office  
Work Release Program  
Attn: Sergeant Andrew Chaidez  
PO Box 2208  
Bakersfield, CA. 93303-2208  
Email: chaidez@kernsheriff.org  
(661) 868-5501**

**FAILURE TO ABIDE BY THESE RULES AND REGULATIONS MAY  
RESULT IN THE STATE BEING SUSPENDED OR REMOVED FROM  
PARTICIPATING IN THE WORK RELEASE PROGRAM.**



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** April 16, 2024

**SUBJECT:** Adopt a Resolution Authorizing the City Manager or designee to endorse an agreement with Dee Jasper & Associates, Inc. for Professional Engineering Services for Water System Related Matters.

---

### **Recommendation:**

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or designee to endorse an agreement with Dee Jasper & Associates, Inc. for Professional Engineering Services for Water System Related Matters; 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 15378, no environmental review is required.

### **Environmental Review:**

Staff has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA). It has been determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because it consists of a governmental fiscal/administrative activity that 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:**

On February 18, 2020, the City Council approved an agreement with Dee Jasper & Associates for on-call professional engineering services related to water systems on a monthly basis. City wishes to renew this consulting relationship through a new Agreement on a month-to-month basis and terminate the 2020 Agreement. Dee Jasper will be responsible for various tasks such as running projects through hydraulic models, creating plans and specifications, and providing assistance with State Revolving Fund grant applications.

All work tasks will be identified as task orders, and prior approval will be required before commencing any work. Staff has requested task order authorization for task orders that do not exceed the adopted professional services operating budget account. The agreement will be renewed on a monthly basis, and either party can terminate it with a notice of 10 days. An updated rate sheet from Dee Jasper has been attached as Attachment 3.

**Fiscal Impact:**

Engineering services will be paid based on time and materials from the adopted FY 2023/2024 budget. Not budget action is required with approval of this item.

**Attachments:**

1. Resolution
2. Agreement
3. Rate Schedule

**RESOLUTION NO. 2024 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO FINALIZE AND ENDORSE AN AGREEMENT WITH DEE JASPER & ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR WATER SYSTEM RELATED MATTERS.**

**WHEREAS**, the City wishes to contract with Dee Jasper and Associates, Inc. to provide professional engineering services for water related matters; and

**WHEREAS**, the services provided are described in the agreement attached hereto 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**, Dee Jasper and Associates, 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**, Dee Jasper and Associates, Inc. shall maintain all worker's compensation insurance were 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 Dee Jasper and Associates, Inc.

**SECTION 2:** Authorizes the City Manager or designee to finalize and endorse the agreement.

**SECTION 3:** City Manager or designee may approve task orders exceeding \$10,000 within budget constraints for the fiscal year.

-oOo-

**I HEREBY CERTIFY** that the foregoing Resolution No. 2024 -        was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on April 16, 2024, by the following vote:

COUNCIL MEMBERS: GARCIA, MEDINA, MARTINEZ, REYNA, SALDAÑA

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
**ALEXANDRO GARCIA,**  
**MAYOR** of the City of Wasco

**Attest:** \_\_\_\_\_

\_\_\_\_\_  
**MONICA FLORES**  
**DEPUTY CITY CLERK** and Ex Officio Clerk of  
the Council of the City of Wasco

## ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF WASCO, a municipal corporation (the "City"), and DEE JASPAR & ASSOCIATES, INC., a California Corporation (the "Engineer").

### WITNESSETH:

**WHEREAS**, City and Engineer entered into that certain agreement dated February 18, 2020 (the "2020 Agreement") in which Engineer would provide professional services for water system related matters; and

**WHEREAS**, The parties have agreed to replace the 2020 Agreement, and the City intends to hire Engineer who will be responsible for providing engineering services related to water matters that affect the City. These services include, but are not limited to, reviewing existing well standards and suggesting updates, identifying new well locations, designing well plans and specifications for test wells, municipal wells, site development of the wells; engineering design of water pipelines, and,

**WHEREAS**, the parties agree that the 2020 Agreement shall hereby be terminated and be of no further force or effect except as described hereinafter and the City hereby hires Consultant to perform the foregoing services and such other services relating to water matters as directed by the City manager or his designee and Engineer 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. The parties hereby terminate the 2020 Agreement except for Engineer's obligations described in paragraph 6 which shall survive the termination of the 2020 Agreement.

2. During the term of this Agreement, Engineer shall serve at the pleasure of the City Manager or his designee. Engineer shall perform those services related to water matters as determined by and as requested by the City Manager or his designee by written communication or email directed to Engineer and within the time frames and the terms and conditions described therein. In that regard, whenever a service is requested, Engineer shall submit a scope of work and cost proposal for same and City and Engineer shall negotiate, where necessary, over the terms of same. Notwithstanding any other provision to this Agreement, City may contract with any other engineers to perform any services otherwise described herein and shall have no

obligation or responsibility to utilize Engineer for any such services.

3. Engineer shall receive payment for all services performed by Engineer hereunder based on "Time and Materials." As used in this Agreement, "Time and Materials" shall mean the number of hours devoted by the Engineer and its staff to such services charged at the rate set forth in the Engineer's Rate Schedule attached hereto as Exhibit "A" and by this reference made a part hereof. The Engineer's Rate Schedule shall remain unchanged for two (2) years from the date of this Agreement subject to changes in prevailing wage as they apply to employees who receive prevailing wage.

4. The engineer shall bill the City no more often than monthly by invoice (the "Invoice") for the services provided. Each Invoice shall include a description of the work done by each employee or contractor the amount of time spent by each and such additional information as may be required by the City Manager or his designee. The City Manager or designee 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 City Council meeting for consideration by the City Council. Upon approval of the Invoice by the city council, the same shall be paid in the regular cycle of payments made by the City for other bills and claims.

5. Engineer shall not provide engineering services within City to any entity or individual other than City without the prior written consent of the City which consent may be given or denied in City's sole and absolute discretion.

6. Information, data, plans and specifications, engineer's estimates, and all other project documents drafted or created by Engineer or on behalf of Engineer for City shall belong to City and Engineer 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 Engineer for City or on behalf of Engineer for City shall be retained and maintained for City by Engineer in its offices at no additional cost to City. Engineer 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. Engineer shall not be liable for use of any such files or documents for purposes other than their original intended purpose.

7. (a) Engineer 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, without limitation, attorneys' fees, for injury to or death of any person, and for damage to any property, arising out of or in any way related to any negligent or intentional act, error, or omission by or on behalf of Engineer in performance of services under this contract.

(b) In the event Engineer is a "design professional" as defined in Civil Code Section 2782.8, Engineer shall indemnify, defend and hold harmless City, its

officers, agents and employees against any and all liability, claims, actions, causes of actions or demands, against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, that only arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Engineer and only for the Engineer's proportionate percentage of fault.

8. The term of this Agreement shall be from month to month commencing as of the date of this Agreement and shall be deemed automatically renewed at the commencement of each month. Either party may terminate this Agreement at any time upon ten (10) days prior written notice to the other party. In the event of termination, Engineer shall be entitled to payment under the terms of this Agreement for the work completed by Engineer to the reasonable satisfaction of the City Manager, provided, however, if this Agreement is terminated due to a default by the Engineer, no payment shall be due to the Engineer for the Services to which the default applied.

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 when 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 or by United States mail, postage prepaid with notice deemed served on the third business day thereafter. All such notices shall be served as follows: if to City - City Manager, 746 8th Street, Wasco California 93280, Fax – (661) 758-7214, Email – [cityclerk@cityofwasco.org](mailto:cityclerk@cityofwasco.org) or if to Engineer –Curtis Skaggs, 2730 Unicorn Road, Building A, Bakersfield, California 93308, Fax – (661) 393-4799, Email – [cskaggs@djacivil.com](mailto:cskaggs@djacivil.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 regarding 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.

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, Engineer 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 Engineer 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 Engineer's obligations under Paragraph 7 of this Agreement, Engineer 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 Engineer 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. Engineer is an independent contractor under this Agreement and is not an agent or employee of City.

21. This Agreement or any amendment to same may be executed in counterparts. A facsimile or electronic copy of this Agreement shall be as effective as the original for all purposes.

**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”

DEE JASPAR & ASSOCIATES, INC., a  
California Corporation, “Engineer”

By: \_\_\_\_\_  
Curtis M. Skaggs, PE

# EXHIBIT “A” [Engineer Rate Schedule]

## Rate Schedule

Effective March 1, 2023

### Engineering

Principal Engineer	\$ 217.00 Per Hour
Expert Witness Work – Principal Engineer	\$ 314.50 Per Hour
Senior Engineer I	\$ 169.50 Per Hour
Senior Engineer II	\$ 151.00 Per Hour
Staff Engineer I	\$ 133.00 Per Hour
Staff Engineer II	\$ 120.50 Per Hour
Design CADD Operator	\$ 109.00 Per Hour
CADD Operator	\$ 79.00 Per Hour

### Surveying

Private Works	
Surveyor	\$ 133.00 Per Hour
2 Man Survey Crew	\$ 199.50 Per Hour
3 Man Survey Crew	\$ 242.00 Per Hour
Public Works	
Surveyor	\$ 157.50 Per Hour
2 Man Survey Crew	\$ 278.50 Per Hour
3 Man Survey Crew	\$ 362.00 Per Hour

### Construction Inspection

Construction Inspector B Private Works	\$ 133.00 Per Hour
Construction Inspector B Public Works	\$ 170.00 Per Hour

### Project Planning

Project Planner	\$ 133.00 Per Hour
Assistant Project Planner	\$ 100.00 Per Hour

### Clerical

Executive Assistant I	\$ 84.00 Per Hour
Executive Assistant II	\$ 79.00 Per Hour

### Additional Fees

Mileage	\$ .655 or Current Federal Rate
Black & White Copies	\$ .08 Per Copy
Color Copies	\$ .15 Per Copy
Plotter Prints B & W	\$ 10.00 Per Print
Plotter Prints Color	\$ 14.00 Per Print
Fees/Permits	Cost + 10%
Subsistence	Cost + 10%
GPS (Global Positioning System, Surveying Equipment)	\$ 200.00 Per Day
GPS (Global Positioning System, Surveying Equipment)	\$ 100.00 Per ½ Day
• Overtime is paid at time and a half.	



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

**FROM:** M. Scott Hurlbert, City Manager

**DATE:** April 16, 2024

**SUBJECT:** Discussion and Direction to Staff regarding the Veteran Salute Banner Program.

---

### **Recommendation:**

Staff recommends the City Council:

- 1) Direction to Staff regarding the Veteran Salute Banner Program; 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 15378, 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:**

On February 2, 2021, the City Council adopted Resolution No. 2021- 3583, establishing a Veteran Salute Banner program. The purpose of this program is to honor and recognize Wasco residents who have honorably served in the United States Armed Forces as a tribute to their service to our nation and community. This program is open to honorably discharged veterans and active-duty military members currently serving in any branch of the United States Armed Forces. Banners will be displayed on the streetlight posts in historic downtown Wasco. The Veteran Salute Banner displays promote civic pride and add a patriotic character to our city. The banners are displayed from Independence Day through Veteran's Day.

Council Member Martinez requested for this item be brought to the Council for further discussion and funding options.

**Discussion:**

The cost of each banner has recently increased from \$80 to \$105 and generally is paid by the family or friends of the honoree. The cost is a barrier to participation for some families. Although the banners are durable and only displayed a portion of the year, eventually the older banners will need to be replaced. There is currently no City budget for this cost, nor requirement for the original applicant to cover this cost.

The City currently accepts sponsorship for the cost on a case-by-case basis, but there is currently no ongoing fund. In the recent past, there has been a desire to specifically honor City employees who are Veterans, but again there is no adopted policy or budget to support this. Other cities have similar banner programs and various methods of covering the cost, up to full cost coverage by the city.

The following are Staff suggestions for discussion:

- Should Wasco establish an ongoing fund to accept general or specific donations to the banner program?
- Should the banner application have a "Request for sponsorship" option?
- Should the City contribute to that fund from General Funds, either one-time for start-up, or on a recurring basis?
- How should the City provide for the maintenance and replacement of aging banners? Does this responsibility fall back upon the original applicant?
- Should the City cover the banner cost for City employees who are eligible and interested in participating in the program? Does this eligibility begin immediately or after some period of continuous employment?

Staff is requesting direction from the Council to proceed with certain changes to the banner program. A written plan and policy would be prepared and brought back to Council for review and acceptance.

**Fiscal Impact:**

No immediate impact. Guidance to staff only.

**Attachments:**

None



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** April 16, 2024

**SUBJECT:** Review and Approval of Mural Concept for the East Wall of the Building located at 1140 7<sup>th</sup> Street

---

### **Recommendation:**

Staff recommends that the City Council:

- 1) Review and approve the attached mural concept drawing for the east wall of the building located at 1140 7<sup>th</sup> Street; and
- 2) Find that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301; no environmental review is required.

### **Environmental Review:**

Staff has reviewed the proposed action for compliance with the California Environmental Quality Act (CEQA). It has been determined that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (existing facilities). Thus, no environmental review is required.

### **Discussion:**

The building owner at 1140 7<sup>th</sup> Street is working with Wasco High School art teachers and students to paint a mural on the east wall of his building. Pursuant to the City of Wasco's Zoning Code, new murals require final authorization by the Wasco City Council.

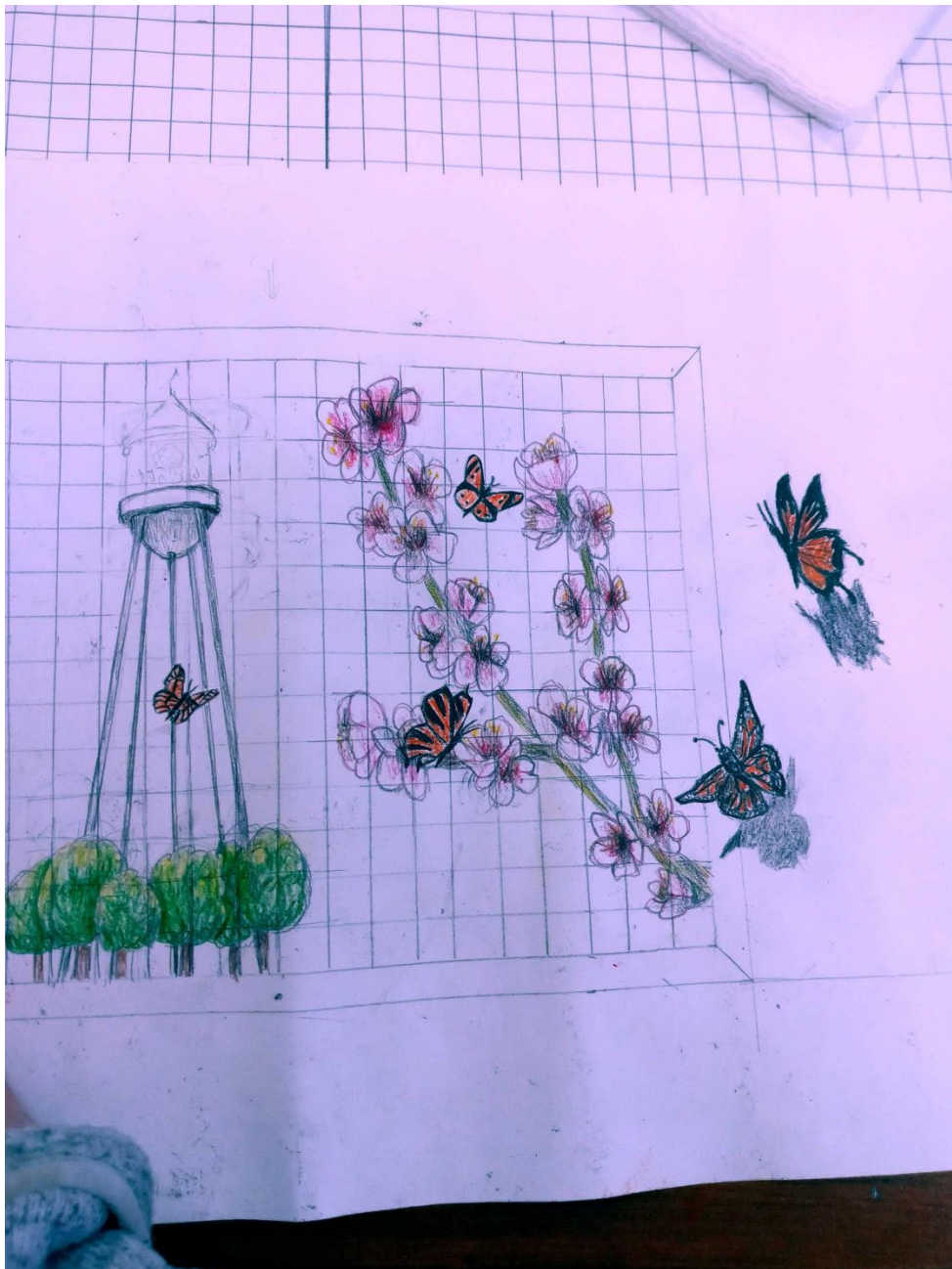
Attached are the concept drawings completed for this project for Council's consideration.

### **Fiscal Impact:**

The building owner is funding the mural. No budget action is required with approval of this item.

### **Attachments:**

1. Mural Concept Drawings







## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** April 16, 2024

**SUBJECT:** Adopt a Resolution Authorizing the City Manager or designee to finalize and execute a Tow Service Agreement consistent with the California Highway Patrol Tow Service Agreement Model establishing a tow rotation with approved tow service providers.

---

### Recommendation

Staff recommends the City Council:

- 1) Authorize the City Manager or designee to finalize and execute a Tow Service Agreement with tow service providers who meet the approval requirements contained in the agreement; 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 15378, no environmental review is required.

### Environmental Review:

Staff has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA). It has been determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because it consists of a governmental fiscal/administrative activity that 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:

A Tow Service Agreement for the newly established Wasco Police Department is necessary to provide equitable rotation of tow service requests by the Police Department and to ensure tow service providers meet service criteria and standards consistent with the existing California Highway Patrol Tow Service Agreement.

Staff is requesting authorization for the City Manager, to finalize and execute the Wasco Tow Service Agreement.

**Fiscal Impact:**

There is no net effect on the Adopted FY 2023/2024 Budget with approval of this item.

**Attachments:**

1. Resolution

**RESOLUTION NO. 2024 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO FINALIZE AND EXECUTE A TOW SERVICE AGREEMENT CONSISTENT WITH THE CALIFORNIA HIGHWAY PATROL TOW SERVICE AGREEMENT MODEL ESTABLISHING A TOW ROTATION WITH APPROVED TOW SERVICE PROVIDERS.**

**WHEREAS**, the City of Wasco wishes to establish a tow service agreement consistent with the California Highway Patrol Tow Service Agreement which establishes a tow rotation with approved tow service providers; and

**WHEREAS**, The Wasco Police Department requires an equitable tow service call rotation for approved tow service providers.

**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 Tow Service Agreement with qualified and approved tow service providers consistent with the California Highway Patrol Tow Service Agreement Model.

-o0o-

**I HEREBY CERTIFY** that the foregoing Resolution No. 2024 -      was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on April 16, 2024, by the following vote:

COUNCIL MEMBERS: GARCIA, REYNA, MARTINEZ, MEDINA, SALDAÑA

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
**ALEXANDRO GARCIA**  
**MAYOR** of the City of Wasco

**Attest:** \_\_\_\_\_

\_\_\_\_\_  
**MONICA FLORES**  
**DEPUTY 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

**DATE:** April 16, 2024

**SUBJECT:** Discussion and Direction to Staff regarding a Letter of Support request from Primex Farms, LLC.

---

### **Recommendation:**

Staff recommends the City Council:

- 1) Direction to Staff regarding the requested Letter of Support; 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 15378, 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:**

On April 4, 2024, the City received an email from Primex Farms LLC requesting a letter of support from the City. Primex Farms is working on a micro grid solar project for their Facility. Primex Farms is applying for a grant and is kindly requesting the city's support on their efforts. Although the Primex facility is just outside the Wasco city limit, the company employs over 500 workers, many of whom are likely Wasco residents. A successful micro grid project should allow the company to operate more efficiently which is a benefit to all.

Staff requests direction on the letter of support and, if approved, authority for Staff to finalize and sign the letter.

### **Fiscal Impact:**

None

**Attachments:**

1. Letter of Support Template

Letter of Commitment/Support	# __ of __ for	Primex Farms LLC
<b>Type of Letter</b>	<input type="checkbox"/> Commitment	<input checked="" type="checkbox"/> Support
<b>Commitment Letter Subject Matter</b> <i>(select one or more as appropriate)</i>	<input type="checkbox"/> Match Funding <input type="checkbox"/> Project Partner	<input type="checkbox"/> Pilot Test/Demonstration/ Deployment Site
<b>Type of Match Funding</b> <i>(if applicable)</i>	<input type="checkbox"/> Cash in hand <input type="checkbox"/> Equipment <input type="checkbox"/> Materials <input type="checkbox"/> Information technology services	<input type="checkbox"/> Travel <input type="checkbox"/> Subcontractor costs <input type="checkbox"/> Contractor/project partner in-kind labor costs <input type="checkbox"/> Advanced practice costs
<b>Author of Letter (name and title)</b>	Insert Author's Name	Insert Author's Title
<b>Phone Number and Email Address of Author</b>	Insert Author's Phone Number	Insert Author's E-mail
<b>Address of Author (city, state, and zip code)</b>	Insert Author's Address	

Commented [CS1]: Fill in

Commented [CS2]: Fill in

Commented [CS3]: Fill in

Energy Research and Development  
California Energy Commission  
715 P Street  
Sacramento, CA 95814

[DATE]

RE: Letter of Support for Primex Farms' Proposal to GFO-23-305: California Energy Commission Food Production Investment Program 2024

To whom it may concern,

[NAME OF ENTITY] is pleased to support **Primex Farms LLC and Scale Microgrid Solutions Operating LLC** in the implementation of the Primex Farms Solar Microgrid project (Project). The Project seeks to build a microgrid supporting the expansion of operations at Primex pistachio processing plant in Wasco, California. The Project includes the installation of 3 MW of solar PV, 6.2 MWh of battery energy storage, and switchgear with built-in microgrid controls.

This Project will prove transformative for the region, as it will

- Support a reduction in Greenhouse Gas emissions related to food processing
- Support grid resilience by reducing the impact of the facility's load on the grid
- Create high-paying jobs in a census tract designated for Disadvantaged and Low-Income

[NAME OF ENTITY] has a special interest in the proposed Project [DESCRIBE INTEREST/INVOLVEMENT].

[NAME OF ENTITY] intends to provide support by [DESCRIBE SUPPORT].

If you have any questions about [NAME OF ENTITY]'s support of this project, please reach out to [NAME OF CONTACT] at [EMAIL/PHONE].

Sincerely,

[NAME/SIGNATURE/CONTACT]

[TITLE]

[PHONE]

[EMAIL]

**Commented [CS4]:** Each letter must be signed by an authorized representative of the entity or by the individual that is making the commitment.