

AGENDA Regular City Council Meeting

and Successor Agency to the Former Redevelopment Agency

Tuesday, August 18, 2020, 6:00 p.m.

Via Zoom Webinar www.cityofwasco.org

IMPORTANT NOTICE REGARDING AUGUST 18, 2020 COUNCIL MEETING

This meeting is being conducted utilizing teleconferencing and electronic means consistent with Executive Order N-29-20, Issued by Governor Gavin Newsom on March 17, 2020, and, to the extent applicable, Government Code Section 54953(b) in-person participation by the public will not be permitted. No physical location from which the public may observe the meeting will be available. Remote public participation is allowed in the following ways via Zoom Webinar; please see the instruction below:

<u>Listen to the meeting live via zoom</u>

Member of the public may participate in the meeting by joining the Zoom Webinar via PC, Mac, iPad, iPhone, or Android device using the URL:

https://us02web.zoom.us/j/82504685440

<u>Listen to the meeting live via telephone</u>

The public may participate via phone only (without a computer/ smart device) by dialing the below numbers:

Dial Number: 1-669-900-9128 **Meeting ID**: 825 0468 5440

ALL PARTICIPANTS WILL BE MUTED AUTOMATICALLY UPON ENTERING THE MEETING THE CITY CLERK WILL UNMUTE THOSE WHO WISH TO SPEAK AT APPROPRIATE TIME PLEASE KEEP YOURSELF ON MUTE WHEN NOT SPEAKING. SPEAKERS ARE LIMITED TO TWO (2) MINUTES.

Verbal Participation using Zoom

Please use the "Raise Hand" button to request to speak. Raised hands will only be acknowledged during the Public Hearing and Public Comment sections of the agenda and when the Meeting's presiding officer requests comments from the public.

Verbal Participation over the phone

Please dial *9 to "raise your hand" to request to speak. Raised hands will only be acknowledged during the Public Hearing and Public Comment sections of the agenda and when the Meeting's presiding officer requests comments from the public. Please be advised you will be called on by the phone number you are calling from

Submitting written comments:

You can also submit your comments via email to cityclerk@cityofwasco.org such email comments must be identified by adding the Agenda Item Number in the subject line of the email. Every effort will be made to read your comment into the record; however, they are limited to two (2) minutes. If a comment is received after the agenda item is heard but before the meeting is adjourned, the comment will still be included as a part of the record of the meeting but will not be read into the record.

American Disability Act Accommodations:

Meetings are accessible to people with disabilities. Requests in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting and the materials related to it. Individuals who need special assistance or a disability-related modification or accommodation to participate in this meeting, or who have a disability and wish to request an alternative format for the meeting materials, should contact the City Clerk at cityclerk@cityofwasco.org or call 661-758-7203. Every attempt will be made to swiftly address each request. (28 CFR 35.102–35.104 ADA Title II)

REGULAR MEETING - 6:00 p.m.

1) CALL TO ORDER: Mayor Cortez

2) FLAG SALUTE: Mayor Cortez

3) INVOCATION:

4) ROLL CALL: Mayor Cortez, Pro Tem Espitia, Council Members: Garcia, Pallares, Reyna

5) PRESENTATIONS: NONE

6) PUBLIC COMMENTS: (PLEASE REFER TO THE INSTRUCTION PAGE FOR MORE INFORMATION)
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 has jurisdiction. Speakers are <u>limited to two (2) minutes</u>. Please state your name for the record before making your presentation.

The City Council is very interested in your comments; however, due to Brown Act requirements, no action may be taken at this meeting. Should your comments require further consideration by the City Council or the Successor Agency, the item will be agendized for a report and discussed at a future City Council meeting.

7) SUCCESSOR AGENCY BUSINESS:

- a. Adopt a Resolution of the Board of Directors to the Successor Agency to the Former Wasco Redevelopment Agency, removing Diego Viramontes and adding Isarel Perez-Hernandez as Deputy Treasurer Authorizing the Signing Authority for all Successor Agency Bank Accounts. (Perez Hernandez)
- b. Adopt a Resolution of the Board of Directors to the Successor Agency of the Former Wasco Redevelopment Agency, removing Diego Viramontes and adding Isarel Perez-Herandez as Deputy Treasurer Authorizing Signing Authority for the Successor Agency's Local Agency Investment Fund Account #65-15-004. (Perez Hernandez)

8) WASCO PUBLIC FINANCE AUTHORITY BUSINESS:

- a. Adopt a Resolution of the Board of Directors fo the Wasco Public Financing Authority removing Diego Viramontes and adding Isarel Perez- Hernandez as Deputy Treasurer authorizing Signing Authority for all Wasco Public Financing Authority Bank Accounts. (Perez Hernandez)
- b. Adopt a Resolution of the Board of Directors of the Wasco Public Financing Authority, removing Diego Viramontes and adding Isarel Perez-Hernandez as Deputy Treasurer Authorizing Signing Authority for the Wasco Public Financing Authority's Local Agency Investment Fund Account #40-15-003. (Perez Hernandez)

CITY COUNCIL BUSINESS:

9) CONSENT CALENDAR:

The Consent Calendar consists of items that, in 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 removal of a particular item.

- a. Receive and file department payments totaling \$320,068.19
- b. Adopt a Resolution removing Diego Viramontes and adding Isarel Perez-Hernandez as authorizing the signing authority for all City Bank Accounts.
- c. Adopt a Resolution of the City Council removing Diego Viramontes and adding Isarel Perez-Hernandez Authorizing Signing Authority for the City's Local Agency Investment Fund Account #98-15-964.
- d. Approve the amendment to an agreement with Thomas F. Schroeter to increase the hourly rate from \$165.00 per hour to \$175.00 per hour for legal services to be effective on January 1, 2021.
- e. Adopt a Resolution Authorizing the Mayor to Sign and Execute the extension of an Agreement with BSK and Associates for Materials Testing as Needed.
- f. Adopt A Resolution Authorizing The City Manager To Make A One-Time Payment to Central California Power For Refuse Truck Repairs in the amount of \$19,785.64

- g. Adopt a Resolution Authorizing the Execution of the Certifications and Assurances for the California State of Good Repair Program.
- h. Adopt a Resolution Authorizing the Mayor to Execute a Buyer's Representation Agreement with Central Valley Commercial Brokers, Broker Henry Mendez

10) PUBLIC HEARINGS: NONE

11) DEFERRED BUSINESS: NONE

12) NEW BUSINESS:

- a. Adopt A Resolution Declaring an Emergency and Authorizing the City Manager to Waive Procurement Requirements to Expedite Purchasing and Contract Services to Modify, Install, and Implement Health and Safety Measures to Protect City Properties and the Public Due to the COVID-19 State of Emergency as Declared by the Governor. (Ortiz Hernandez)
- b. Adopt a Resolution approving the City of Wasco Small Business COVID-19 Relief Grant Program. (Ortiz Hernandez)
- c. Adopt a Resolution authorizing the City Manager to Enter into a Cost-Share Agreement with the City of Shafter to Conduct a Contract Fire Services Review in Response to Kern County's Proposed Fee Increase for Fire Services. (Ortiz Hernandez)
- d. Discussion and Possible Minute Action of How to Proceed with the Municipal Irrigation Well Located on the Municipal Land Leased by Paul Farms. (Bishop)
- e. Adopt a Resolution authorizing the City Manager to enter into an Agreement with Obaid Markets, Inc. as an Authorized Payment Location for the City of Wasco Utility Billing at a rate of \$0.18 per transaction (Perez-Hernandez)
- f. Adopt a Resolution of the City Council Approving the Acquisition of Real Estate owned by the Wasco Housing Authority (Wasco Farm Labor Housing Property) in the Amount of in the Amount of One Hundred dollars. (\$100.00). (Ortiz Hernandez)
- 13) REPORTS FROM SHERIFF
- 14) REPORTS FROM CITY MANAGER
- 15) REPORTS FROM CITY COUNCIL
- 16) CLOSED SESSION:

- a. 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 relating to a tax-sharing agreement between the City and Merjan Financial Corporation
- b. Closed Session pursuant to Government Code Section 54956.8 Conference with Real Property Negotiators

Property: Sunset and Palm Ave., APN 488-020-18 and 488-102-01 Agency Negotiator: City Manager and Public Works Director

Negotiating parties: Omni Family Health

Under Negotiation: Price and identification of properties to purchase

c. Closed Session pursuant to Government Code Section 54956.8 Conference with Real Property Negotiators

Property: Filburn Ave. and Griffith Ave., APN 489-020-37 Agency Negotiator: City Manager and Public Works Director

Negotiating parties: 1315 Investors LLC

Under Negotiation: Price and identification of properties to purchase

d. Closed Session pursuant to Government Code Section 54956.8 Conference with Real Property Negotiators

Property: Jasmine Street and Palm Ave., APN 490-060-04

Agency Negotiator: City Manager and Public Works Director

Negotiating parties: California-Nevada-Hawaii District of the Lutheran Church-

Missouri Synod

Under Negotiation: Price and identification of properties to purchase

b. Approval of Closed Session Minute for August 4, 2020

17) CLOSED SESSION ACTION

18) ADJOURNMENT

This is to certify that this agenda was posted at Wasco City Hall on August 14, 2020. The agenda is also available on the City website at www.cityofwasco.org

Maria O. Martinez, City Clerk

All agenda item supporting documentation is available for public review in the city website www.cityofwasco.org and the office of the City Clerk of the City of Wasco, 746 8th Street, Wasco, CA 93280 during regular business hours, 7:30 a.m. – 5:00 p.m. Monday through Thursday and 8–5 p.m. Friday (closed alternate Friday's), following the posting of the agenda. Any supporting documentation that relates 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.



CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager

Isarel Perez-Hernandez, Finance Director

DATE: August 18, 2020

SUBJECT: Adopt a Resolution of the Board of Director to the Successor Agency to the

Former Wasco Redevelopment Agency adding Isarel Perez-Hernandez as Deputy Treasure Authorizing the Signing Authority for all Successor Agency

Bank Accounts and removing Diego Viramontes.

Recommendation:

Staff recommends City Council Adopt a Resolution authorizing the signing authority for all City Bank Accounts.

Discussion:

The City's Bank Accounts require a formal Resolution by the governing body to authorize representatives on their behalf to establish new accounts and or modify existing accounts and to make deposits or withdrawals into the bank accounts. Through this resolution, we are adding Isarel Perez-Hernandez as Deputy Treasurer and removing Diego Viramontes.

Fiscal Impact:

None.

Attachments:

1. Resolution authorizing the signing authority for all City Bank Accounts.

A RESOLUTION OF THE BOARD OF DIRECTORS TO THE SUCCESSOR AGENCY TO THE FORMER WASCO REDEVELOPMENT AGENCY AUTHORIZING THE SIGNING AUTHORITY FOR ALL SUCCESSOR AGENCY BANK ACCOUNTS

WHEREAS, The Governing Board hereby authorizes the following individuals to have signing authority for all bank accounts of the Successor Agency to the Former Wasco Redevelopment Agency:

Teofilo Cortez, Jr. Mayor

Daniel Espitia Mayor Pro-Tem
Daniel Ortiz-Hernandez City Manager
Maria Martinez City Clerk
Lamar Rodriguez Treasurer

Isarel Perez-Hernandez Deputy Treasurer

NOW THEREFORE BE IT RESOLVED, by the Governing Board of the Successor Agency to the Former Wasco Redevelopment Agency as follows:

SECTION 1: These individuals shall have the authority to sign checks and conduct banking transactions on behalf of the Agency until they are removed from their elected or assigned position.

-000-

I HEREBY CERTIFY that the foregoing Resolution No. 2020-_____ was passed and adopted by the Governing Board of the Successor Agency to the Former Wasco Redevelopment Agency at a regular meeting thereof held on <u>August 18, 2020</u>, by the following vote:

COUNCIL MEMBERS:	CORTEZ, ESPITIA, GARCIA PALLARES, REYNA
Ayes:	
NOES:	
ABSTAIN:	
ABSENT:	

TEOFILO CORTEZ JR.,
CHAIRMAN of the Successor
Agency to the Former Wasco

Redevelopment Agency

Attest:_____

MARIA O. MARTINEZ CITY CLERK and Ex Officio Clerk of the Board of the Successor Agency to the Former Wasco

Redevelopment Agency



SUCCESSOR AGENCY TO THE FORMER WASCO REDEVELOPMENT AGENCY

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager

Isarel Perez-Hernandez, Finance Director

DATE: August 18, 2020

SUBJECT: Adopt a Resolution of the Board of Directors to the Successor Agency of

the Former Wasco Redevelopment Agency, removing Diego Viramontes and adding Isarel Perez-Herandez as Deputy Treasurer Authorizing Signing Authority for the Successor Agency's Local Agency Investment Fund

Account #65-15-004.

Recommendation:

Staff recommends the Board of Directors Adopt a Resolution of the Successor Agency of the Former Wasco Redevelopment Agency Authorizing Signing Authority for the Successor Agency's Local Agency Investment Fund Account #65-15-004.

Discussion:

The California State Treasury requires a formal Resolution by the governing body to authorize representatives on their behalf to establish new accounts and or modify existing accounts and to make deposits or withdrawals into the investment accounts. Through this resolution, we are adding Isarel Perez-Hernandez as Deputy Treasurer and removing Diego Viramontes.

Fiscal Impact:

None.

Attachments:

1. Resolution

RESOLUTION NO. 2020 -____

A RESOLUTION OF THE BOARD OF DIRECTORS TO THE SUCCESSOR AGENCY OF THE FORMER WASCO REDEVELOPMENT AGENCY AUTHORIZING SIGNING AUTHORITY FOR THE INVESTMENT ACCOUNT #65-15-004 HELD AT THE LOCAL AGENCY INVESTMENT FUND (LAIF)

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et.seq. for the deposit of money for a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Board of Directors hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests for the Successor Agency of the Former Wasco Redevelopment Agency; and

NOW THEREFORE BE IT RESOLVED, that the Board of Directors hereby authorizes the deposit and withdrawal of the Successor Agency of the Former Wasco Redevelopment Agency monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows:

SECTION 1: The following Successor Agency of the Former Wasco Redevelopment Agency officers holding the title(s) specified herein below or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Daniel Ortiz-Hernandez City Manager Lamar Rodriguez Treasurer Isarel Perez-Hernandez Deputy Treasurer

SECTION 2: This resolution shall remain in full force and effect until rescinded by the Board of Directors by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

I HEREBY CERTIFY that the foregoing Resolution adopted by the Governing Board of the Suc Redevelopment Agency at a regular meeting following vote:	ccessor Agency to the Former Wasco
COUNCIL MEMBERS: CORTEZ, ESPITIA, GARCIAYES: NOES: ABSTAIN: ABSENT:	IA PALLARES, REYNA
Attest:	TEOFILO CORTEZ JR., CHAIRMAN of the Successor Agency to the Former Wasco Redevelopment Agency
MARIA O. MARTINEZ CITY CLERK and Ex Officio Clerk of the Board of the Successor Agency to the Former Wasco Redevelopment Agency	



WASCO PUBLIC FINANCING AUTHORITY

TO: Honorable Chairman and Board of Directors

FROM: Daniel Ortiz-Hernandez, City Manager

Isarel Perez-Hernandez, Finance Director

DATE: August 18, 2020

SUBJECT: Adopt a Resolution of the Board of Diretors fo the Wasco Public Financing

Authority removing Diego Viramontes and adding Isarel Perez-Hernandez as Deputy Treasurer authorizing Sigbubg Authority for all Wasco Public

Financing Authority Bank Accounts.

Recommendation:

Staff recommends the Board of Directors Adopt a Resolution of the Board of Directors of the Wasco Public Financing Authority Authority Signing Authority for all Wasco Public Financing Authority Bank Accounts.

Discussion:

The Authority bank accounts require a formal resolution by the governing body to authorize representatives on their behalf to establish new accounts and or modify existing accounts and to make deposits or withdrawals into the bank account. Through this resolution, we are adding Isarel Perez-Hernandez as Deputy Treasurer and removing Diego Viramontes.

Fiscal Impact:

None.

Attachments:

1. Resolution

RESOLUTION	I NO.	2020	-

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WASCO PUBLIC FINANCING AUTHORITY AUTHORIZING SIGNING AUTHORITY FOR ALL WASCO PUBLIC FINANCING AUTHORITY BANK ACCOUNTS

WHEREAS, The Board of Directors hereby authorizes the following individuals to have signing authority for all bank accounts of the Wasco Public Financing Authority:

Teofilo Cortez, Jr. Mayor Daniel Espitia Mayor Pro-Tem Daniel Ortiz-Hernandez City Manager Maria Martinez City Clerk Lamar Rodriguez Treasurer Isarel Perez-Hernandez Deputy Treasurer NOW THEREFORE BE IT RESOLVED, by the Board of Directors of the Wasco Public Financing Authority as follows: SECTION 1: These individuals shall have authority to sign checks and conduct banking transactions on behalf of the Wasco Public Financing Authority until they are removed from their elected or assigned position. -000-I HEREBY CERTIFY that the foregoing Resolution No. 2020-____was passed and adopted by the Board of Directors of the Wasco Public Financing Authority at a regular meeting thereof held on <u>August 18, 2020</u> by the following vote: COUNCIL MEMBERS: CORTEZ, ESPITIA, GARCIA PALLARES, REYNA TEOFILO CORTEZ JR., **CHAIRMAN** of the Wasco Public Financing Authority Attest:_____

MARIA O. MARTINEZ **CITY CLERK** and Ex Officio Clerk of the Board of the Wasco Public Financing Authority

AYES: NOES: ABSTAIN: ABSENT:



WASCO PUBLIC FINANCING AUTHORITY

TO: Honorable Chairman and Board of Directors

FROM: Daniel Ortiz-Hernandez, City Manager

Isarel Perez-Hernandez, Finance Director

DATE: August 18, 2020

SUBJECT: Adopt a Resolution of the Board of Directors of the Wasco Public Financing

Authority removing Diego Viramontes and adding Isarel Perez-Hernandez as Deputy Treasurer Authorizing Signing Authority for the Wasco Public Financing Authority's Local Agency Investment Fund Account #40-15-003.

Recommendation:

Staff recommends the Board of Directors Adopt a Resolution of the Board of Directors of the Wasco Public Financing Authority Authorizing Signing Authority for the Wasco Public Financing Authority's Local Agency Investment Fund Account #40-15-003.

Discussion:

The California State Treasury requires a formal Resolution by the governing body to authorize representatives on their behalf to establish new accounts and or modify existing accounts and to make deposits or withdrawals into the investment accounts. Through this resolution, we are adding Isarel Perez-Hernandez as Deputy Treasurer and removing Diego Viramontes.

Fiscal Impact:

None.

Attachments:

1. Resolution



Bill Pay List

Council Meeting: 8/18/2020

Warrant No	Amount	
A070320	\$6,955.47	-
G050820	\$4,542.96	Ω Δ
G060920	\$21,695.43	11 1/c R
G070320	\$216,590.07	Verified by Interim Finance Director
G080120	\$59,943.66	
MB063020	\$2,140.89	Verified by Finance Director
WF063019	\$8,199.71	
Total	\$320,068.19	Verified by City Manager

Vendor	Org	Object	Project	Invoice	РО	Date	Doc	Check	Description	Amount
ADMINIS	STRATIVE SOLUT	TONS-FRESNO-22	208 TOTAL	07/28/20		07/28/2020	67088	4946	MEDICAL CHECK RUN 07/28/20	6,823.39
INTERNA	AL REVENUE SEI	RVICE-307 TOTAL	-	720 FORM 2020		07/29/2020	67089	1000000	720 QUARTERLY FEDERAL EXCISE TAX RETURN	132.08
TOTAL F	OR WARRANT A	070320								6,955.47
INFO SE	ND, INC4244 TO	DTAL		173042		05/29/2020	67045		2020 Q2 NOTICE,DELIQUENT NOTICE,STMTS 5/1,5/27,6/8	4,482.96
IRENE S	ANCHEZ M.D36	83 TOTAL		EM000548		05/08/2020	67037	19509	DOT PHYSICAL 05/08/20	60.00
TOTAL F	OR WARRANT G	050820								4,542.96
AMAZON	CAPITAL SERV	ICES, INC-4968 TO	DTAL	17Y6-P9R-PHR- PHWM		06/28/2020	67143		B-FOLD BROCHURE FOLDER, CLEAR PLASTIC FOR ELECTION	21.42
CALIFOR	RNIA DEPARTME	NT OF TRANSPO	RTATION-2330	SL201045	3451	06/30/2020	67142	19553	QUARTERLY SIGNAL & LIGHTING AP	2,688.32
DEE JAS	SPAR AND ASSO	CIATES, INC-378	TOTAL	20-06047	3448	06/30/2020	67082	19510	WELL STANDARDS - INV #20-06047	77.00
DEPART	MENT OF CONS	ERVATION-273 TO	DTAL	SMI FEES APR-		06/23/2020	67054	19511	SMI FEES APR,MAY,JUN 20	160.94
FERGUS	ON ENTERPRISE	ES INC-1008 TOTA	AL	1557967	3330	06/30/2020	67079	19512	CHECK VALVE FOR WELL #10	1,121.61
INTERW	EST CONSULTIN	IG GROUP, INC1	571 TOTAL	61068		06/30/2020	67038	19513	PLAN CHECK SERVICES FOR JUN 20	2,526.87
KATOM F	RESTAURANT SI	JPPLY-5152 TOTA	AL.	12989636	3140	06/30/2020	67108		ICE MAKER/BIN COMBO & HAND SANITIZER DISPENSER	5,439.47
KERN CO	OUNTY SUP. OF	SCHOOLS-25 TO	TAL	JUN 20		06/30/2020	67055	19515	SCHOOL FEES FOR JUN 20	5,230.96
PHOENIX	X GROUP INFOR	MATION SYSTEM	S-4913 TOTAL	062020239		06/30/2020	67050		CITATIONS MONTHLY FEES & SERVICES FOR JUN 20	367.42
SILVER 8	& WRIGHT LLP-4	804 TOTAL		26686		06/01/2020	67078	19517	NUISANE ABATEMENT FOR MAY 20	606.00
THE GAS	S COMPANY-246	TOTAL		08207136329 JUN		06/30/2020	67051	19518	MULTIPLE ADDRESSES FOR JUN 20	133.02
THE HO	ME DEPOT PRO-	5006 TOTAL		560342727	2887	06/30/2020	67111	19519	8 BACKPACK SPRAYER	1,894.36
UNDERG	GROUND SERVIC	CE ALERT-167 TO	TAL	2020132390	3450	06/30/2020	67131	19520	ANNUAL USA MEMBERSHIP2020&2019 BILLABLE TICKET FEE	1,428.04
TOTAL F	OR WARRANT G	3060920			NA STATE		BRIGH BAS			21,695.43

ACC BUSINESS-4768 TOTAL ADMINISTRATIVE SOLUTIONS-FRESNO-2208 TOTAL 189594 ADMINISTRATIVE SOLUTIONS-FRESNO-2208 TOTAL 189594 ATT - PAYMENT CENTER-1488 TOTAL 80001957887 A18	ABEL NUNEZ-5165 TOTAL	66970		07/16/2020	66970	19521	REFUND 1730 ORCHID LN. 0334017300	25.50
ADMINISTRATIVE SOLUTIONS-FRESNO-2208 TOTAL ATT - PAYMENT CENTER-1488 TOTAL ATT - PAYMENT CENTER-1488 TOTAL ATT - PAYMENT CENTER-1488 TOTAL BANK UP CORPORATION-4259 TOTAL 4185 CI ABORATORIES, INC-633 TOTAL BASSE28 BASSE2								
ATT - PAYMENT CENTER-1488 TOTAL					67090			
BANK OF CONTROL HOLD STATE B385928 07/20/2020 67046 19527 MTR A WATT SAMPLE TESTING MULTIPLE SERVICES IN NOICES 3,608.00 BHT ENGINEERING, INC-63134 TOTAL 20-9228 90 07/22/2020 67081 19522 TTM 7373 - INW 220-9228 1,560.00 BILL KORETOFF-1291 TOTAL 1364 21 07/21/2020 67076 19523 SWEEDER BROOMS FOR BOTH 3,319.10 BRIDGEPORT TRUCK MANUFACTURING, INC-4493 TOTAL 49014-00 91 07/15/2020 67124 19529 DISPOSAL AGENERAL: HYDRAULIC FUTTINGS & DISPOSAL 34 2 INVOICES CINTAS CORPORATION NO. 3-4480 TOTAL 4906436960 9 07/21/2020 67039 19530 UNIFORMS 07/210 & 07/28/20 661.85 CIVICPLUS, LLC-5167 TOTAL 200867 9 07/15/2020 67090 19532 DEST COMMUNICATIONS PLATFORM ANNUAL FREE 47.723.95 FERGUSON ENTERPRISES INC-1008 TOTAL 1558766 1 07/11/2020 67040 19532 PEST CONTROL FOR JUL 20 MULTIPLE LOCATIONS 3 INVOICES 290.00 GENERAL OFFICE MACHINE COMPANY-1195 TOTAL 75995 07/11/2020 67042 19533 PARTS FOR WATER DISCONNECTION @ 661.13 JEFFRIES BROS, INC-140 TOTAL <	ATT - PAYMENT CENTER-1488 TOTAL	.000015078817		07/24/2020	67056	19525	PHONE SERVICES 06/24/20-07/23/20	1,248.34
BHT ENGINEERING, INC-5134 TOTAL 20-0228 90 07322020 67081 1638 ERVICES 8 INVOICES 11,580,00 BILL KORETOFF-1291 TOTAL 1304 21 0772172020 67076 19523 EWEEPER BROOMS FOR BOTH 3,319,10 BRIDGEPORT TRUCK MANUFACTURING, INC-4493 TOTAL 405436980 91 071572020 67164 19529 DIEPOSAL SENERAL: HYDRAULIC 20.034 CINTAS CORPORATION NO. 3-4480 TOTAL 405436980 91 071572020 67103 19830 UNIFORMS 5721720 8 071720720 661.85 CINTAS CORPORATION NO. 3-4480 TOTAL 4056436980 91 071572020 67030 19830 UNIFORMS 5721720 8 071720720 661.85 CINTAS CORPORATION NO. 3-4480 TOTAL 4056436980 91 071572020 67030 19830 UNIFORMS 5721720 8 071720720 661.85 CINTAS CORPORATION NO. 3-4480 TOTAL 4056436980 91 071572020 67030 19830 UNIFORMS 5721720 8 071720720 661.85 CINTAS CORPORATION NO. 3-4480 TOTAL 4056436980 91 071572020 67030 19830 UNIFORMS 5721720 8 071720720 661.85 CINTAS CORPORATION NO. 3-4480 TOTAL 4056436980 91 071572020 67030 19830 UNIFORMS 5721720 8 071720720 661.85 CINTAS CORPORATION NO. 3-4480 TOTAL 407074L 47723 91 071572020 67030 19830 UNIFORMS 5721720 8 071720720 67180 19830 UNIFORMS 5721720 8 071720720 67181 19830 UNIFORMS 5721720 8 071720720 9172	BANK UP CORPORATION-4259 TOTAL	4185		07/31/2020	67137	19526	LOCKBOX PROCESSING FOR JUL 20	930.46
BILL KORETOFF-1291 TOTAL 1984 21 07/21/2020 67076 19523 SWEEDER BROOMS FOR BOTH 3,319.10 BRIDGEPORT TRUCK MANUFACTURING, INC-4493 TOTAL 39124-00 91 07/15/2020 67124 19529 DISPOSAL €GENERAL: HYDRAULIC FITTINGS & DISPOSAL ÉGENERAL: HYDRAULIC FITTI	BC LABORATORIES, INC63 TOTAL	B385928		07/20/2020	67046	19527		3,608.00
BRIDGEPORT TRUCK MANUFACTURING, INC-4493 TOTAL 39124-00 91 71715/2020 6124 19529 DISPOSAL 24 2 INVOICES 11TINGS B DISPOSAL 24 2 INVOICES 11TINGS B DISPOSAL 24 2 INVOICES 12TINGS CONTROL TOTAL 12TINGS B DISPOSAL 24 2 INVOICES 12TINGS CONTROL TOTAL 12TINGS B DISPOSAL 24 2 INVOICES 12TINGS B DISPOSAL 24 2 INVOICES 12TINGS B DISPOSAL 24 2 INVOICES 12TINGS D DISPOSAL 2	BHT ENGINEERING, INC-5134 TOTAL	20-0228	90	07/22/2020	67081	19528	TTM 7373 - INV #20-0228	1,580.00
CINTAS CORPORATION NO. 3-4480 TOTAL 4058438980 57/21/2020 67039 18500 UNIFORMS 07/21/2020 661.85 CIVICPLUS, LLC-5167 TOTAL 202867 707/24/2020 67052 19531 COMMUNICATIONS PLATFORM ANNUAL 4,723.95 ERGUSON ENTERPRISES INC-1008 TOTAL 25846231 07/15/2020 67040 19532 PEST CONTROL FOR JUL 20 MULTIPLE 298.00 ERGUSON ENTERPRISES INC-1008 TOTAL 1598766 1 07/14/2020 67042 19533 PARTS FOR WATER DISCONNECTION @ 661.13 GENERAL OFFICE MACHINE COMPANY-1195 TOTAL 15995 07/15/2020 67141 19534 MAINTENANCE CONRACT FOR CITY HALL 09/12/20-9/11/21 EFFRIES BROS., INC-140 TOTAL 73112CT 73112CT 73112C20 67127 19535 FIRE DEPT. & OFFICE OF-1264 TOTAL 21-000014 71/21/2020 67127 19535 FIRE DEPT. & OFFICE OF-1264 TOTAL 21-000014 71/21/2020 67127 19535 FIRE DEPT. & OFFICE OF-1264 TOTAL 21-000014 71/21/2020 67127 19535 LANDFILL SERVICES FOR JUL 20 9,330.11 KERN COUNTY WASTE MANAGEMENT DEPT. 19 TOTAL LANFILL JUL 20 07/30/2020 67114 19536 LANDFILL SERVICES FOR JUL 20 12,401.18 KERN PLUMBING & BACK FLOW SERVICES INC-173 TOTAL 71/2020 71/21/2020 67127 19535 LANDFILL SERVICES FOR JUL 20 12,401.18 KERN PLUMBING & BACK FLOW SERVICES INC-173 TOTAL 71/2020 71/21/2020 67127 19535 UTLITY BILLS STATEMENT 71/21/20 12,401.18 KERN COUNTY WASTE MANAGEMENT DEPT. 49 TOTAL 71/2020 71/21/2020 67128 19539 78B DANBFILL SERVICES FOR JUL 20 19.99 QUINTANA, MIGUEL-5169 TOTAL 71/2020 71/21/2020 67128 19539 POSTAGE FOR JUL 20 19.99 QUINTANA, MIGUEL-5169 TOTAL 71/2020 71/21/2020 67128 19539 POSTAGE FOR JUL 20 19.99 QUINTANA, MIGUEL-5169 TOTAL 71/2020 71/2020 67120 67128 19530 POSTAGE FOR JUL 20 19.99 QUINTANA, MIGUEL-5169 TOTAL 71/2020 71/2020 67120 67128 19530 POSTAGE FOR JUL 20 19.99 QUINTANA, MIGUEL-5169 TOTAL 71/2020 71/2020 67120 67128 19530 POSTAGE FOR JUL 20 19.99 QUINTANA, MIGUEL-5169 TOTAL 71/2020 71/2020 6712	BILL KORETOFF-1291 TOTAL	1364	21	07/21/2020	67076	19523		3,319.10
CIVICPLUS, LLC-5167 TOTAL 202087 20408231 2071/19/2020 2071/19/2020 20701/19/202	BRIDGEPORT TRUCK MANUFACTURING, INC-4493 TOTAL	39124-00	91	07/15/2020	67124	19529		920.34
CLARK PEST CONTROL-117 TOTAL 26346231 07/15/2020 67040 19532 PEST CONTROL FOR JUL 20 MULTIPLE LOCATIONS 3 INVOICES FERGUSON ENTERPRISES INC-1008 TOTAL 1559766 1 07/14/2020 67042 19533 PARTS FOR WATER DISCONNECTION © 661.13 OLD LABOR CAMP OLD LABO	CINTAS CORPORATION NO. 3-4480 TOTAL	4056436960		07/21/2020	67039	19530		661.85
ERRGUSON ENTERPRISES INC-1008 TOTAL 1558768 1 07/14/2020 67042 19533 PARTS FOR WATER DISCONNECTION 661.13 GENERAL OFFICE MACHINE COMPANY-1195 TOTAL 15995 07/15/2020 67141 19554 MAINTENANCE CONRACT FOR CITY HALL 09/12/20-9/11/21 JEFFRIES BROS., INC-140 TOTAL 73112CT 07/31/2020 67135 19534 FUEL FOR JUL 20 9,330.11 KERN COUNTY FIRE DEPT. & OFFICE OF-1264 TOTAL 21-000014 07/21/2020 67127 19535 1ST QTR FY 20/21, AGRMNT#501- 2017,CITY AGRMNT#7-24 KERN COUNTY WASTE MANAGEMENT DEPT19 TOTAL LANFILL JUL 20 07/30/2020 67114 19536 LANDFILL SERVICES FOR JUL 20 12,401.18 KERN PLUMBING & BACK FLOW SERVICES INC-173 TOTAL 9365 77 07/16/2020 67043 19533 PRO QUARTER CROSS CONNECTION 1.450.00 PG & E COMPANY-85 TOTAL 51997041895 07/21/20 QUADIENT FINANCE USA, INC-1844 TOTAL POSTAGE JUL 20 07/21/2020 67075 19538 UTILITY BILLS STATEMENT 7/21/20 37,330.50 QUADIENT FINANCE USA, INC-1844 TOTAL 9060033487406 07/21/2020 67096 19541 DRINKING WATER 5409 7TH ST 06/27/20- 10.71 THE BAKERSFIELD CALIFORNIAN-206 TOTAL 2731163 07/31/2020 67096 19541 DRINKING WATER 5409 7TH ST 06/27/20- 10.71 THE SHAFTER PRESS/ WASCO TRIBUNE-4787 TOTAL 1784 07/23/2020 67080 19545 CELL PHONES & IPAD 06/28/20-07/25/20 457.87 VERIZON WIRELESS SERVICE LLC-4237 TOTAL 9859497572 07/25/2020 67080 19545 CELL PHONES & IPAD 06/28/20-07/25/20 457.87	CIVICPLUS, LLC-5167 TOTAL	202087		07/24/2020	67052	19531		4,723.95
GENERAL OFFICE MACHINE COMPANY-1195 TOTAL 15995 07/15/2020 67/14 19554 MAINTENANCE CONRACT FOR CITY HALL 256.01 19574 MAINTENANCE CONTROL ROOM 1,081.01 19574 MAINTENANC	CLARK PEST CONTROL-117 TOTAL	26346231		07/15/2020	67040	19532		298.00
JEFRIES BROS., INC-140 TOTAL 73112CT 07/31/2020 67135 19534 FUEL FOR JUL 20 9,330.11 KERN COUNTY FIRE DEPT. & OFFICE OF-1264 TOTAL 21-000014 07/21/2020 67127 19535 1ST QTR FY 20/21 AGRMNT#501- 132,283.50 2017,CITY AGRMNT17-24 132,283.50 2017,CITY AGRMNT17-24 19536 LANDFILL SERVICES FOR JUL 20 07/30/2020 67114 19536 LANDFILL SERVICES FOR JUL 20 12,401.18 KERN PLUMBING & BACK FLOW SERVICES INC-173 TOTAL 9365 77 07/16/2020 67043 19537 3RD QUARTER CROSS CONNECTION CONTROL PROGRAM MGMT OT/721/2020 87077 19538 UTILITY BILLS STATEMENT 7/21/20 37,330.50 07/21/2020 67128 19539 POSTAGE FOR JUL 20 19.99 QUINTANA, MIGUEL-5169 TOTAL 20-000312 DEPOSIT RF	FERGUSON ENTERPRISES INC-1008 TOTAL	1558766	1	07/14/2020	67042	19533		661.13
KERN COUNTY FIRE DEPT. & OFFICE OF-1264 TOTAL 21-000014 07/21/2020 67127 19535 1ST QTR FY 20/21 AGRMNT#501-2017.CITY AGRMNT17-24 132,283.50 KERN COUNTY WASTE MANAGEMENT DEPT19 TOTAL LANFILL JUL 20 07/30/2020 67114 19536 LANDFILL SERVICES FOR JUL 20 12,401.18 KERN PLUMBING & BACK FLOW SERVICES INC-173 TOTAL 9365 77 07/16/2020 67043 19537 3RD QUARTER CROSS CONNECTION CONTROL PROGRAM MGMT 1,450.00 PG & E COMPANY-85 TOTAL 51997041895 07/21/20 07/21/2020 67077 19538 UTILITY BILLS STATEMENT 7/21/20 37,330.50 QUADIENT FINANCE USA, INC-1844 TOTAL POSTAGE JUL 20 07/27/2020 67128 19539 POSTAGE FOR JUL 20 19.99 QUINTANA, MIGUEL-5169 TOTAL 20-000312 DEPOSIT RF 07/30/2020 67110 19540 20-000312 SECURITY DEP 20-000077 1,000.00 READYREFRESH BY NESTLE-4027 TOTAL 00G0033487406 07/29/2020 67096 19541 DRINKING WATER 5409 7TH ST 06/27/20-07/26/20 10.71 THE SHAFTER PRESS/ WASCO TRIBUNE-4787 TOTAL 1784 07/23/2020 67051 19542 ADS:REHVAC REPAIR BIDDDERS & WWT COLLECTIONS & AIR UNIT 453.00 UNITED REFRIGERATION & AIR CONDITIONING-753 TOTAL	GENERAL OFFICE MACHINE COMPANY-1195 TOTAL	15995		07/15/2020	6714 1	19554		256.01
KERN COUNTY WASTE MANAGEMENT DEPT19 TOTAL KERN PLUMBING & BACK FLOW SERVICES INC-173 TOTAL PG & E COMPANY-85 TOTAL QUADIENT FINANCE USA,INC-1844 TOTAL QUINTANA, MIGUEL-5169 TOTAL READYREFRESH BY NESTLE-4027 TOTAL THE BAKERSFIELD CALIFORNIAN-206 TOTAL CONTROL PROSTAM MONT DEPOSIT RF	JEFFRIES BROS., INC-140 TOTAL	73112CT		07/31/2020	67135	19534	FUEL FOR JUL 20	9,330.11
KERN PLUMBING & BACK FLOW SERVICES INC-173 TOTAL 9365 77 07/16/2020 67043 19537 3RD QUARTER CROSS CONNECTION CONTROL PROGRAM MGMT 1,450.00 PG & E COMPANY-85 TOTAL 51997041895 07/21/20 07/21/200 67077 19538 UTILITY BILLS STATEMENT 7/21/20 MULTIPLE LOCATIONS 3 INVOICES 37,330.50 QUADIENT FINANCE USA,INC-1844 TOTAL POSTAGE JUL 20 07/21/2020 67128 19539 POSTAGE FOR JUL 20 19.99 QUINTANA, MIGUEL-5169 TOTAL 20-000312 DEPOSIT RF 07/30/2020 67110 19540 20-000312 SECURITY DEP 20-000077 ENROACHMENT PERMT 1,000.00 READYREFRESH BY NESTLE-4027 TOTAL 0060033487406 07/29/2020 67096 19511 DRINKING WATER 5409 7TH ST 06/27/20- 10.71 10.71 THE BAKERSFIELD CALIFORNIAN-206 TOTAL 2731163 07/31/2020 67121 19543 WWT COLLECTION & CONTROL ROOM HVAC UNIT REPLACEMENT 1,081.23 THE SHAFTER PRESS/ WASCO TRIBUNE-4787 TOTAL 1784 07/23/2020 67053 19542 ADS RE-HVAC REPAIR BIDDDERS & WWT COLLECTIONS 453.00 UNITED REFRIGERATION & AIR CONDITIONING-753 TOTAL 83569 73 07/06/2020 67080 19544 WASTE WATER: REPARI FOR HEATINNG & AIR UNIT 351.95 VERI	KERN COUNTY FIRE DEPT, & OFFICE OF-1264 TOTAL	21-000014		07/21/2020	67127	19535	•	132,283.50
PG & E COMPANY-85 TOTAL 51997041895 07/21/202 QUADIENT FINANCE USA,INC-1844 TOTAL POSTAGE JUL 20 POSTAGE FOR JUL 20 POSTAGE JUL 20 POSTAGE FOR JUL	KERN COUNTY WASTE MANAGEMENT DEPT19 TOTAL	LANFILL JUL 20		07/30/2020	67114	19536	LANDFILL SERVICES FOR JUL 20	12,401.18
QUADIENT FINANCE USA,INC-1844 TOTAL POSTAGE JUL 20 07/27/2020 67128 19539 POSTAGE FOR JUL 20 19.99 QUINTANA, MIGUEL-5169 TOTAL 20-000312 DEPOSIT RF DEPOSIT RF READYREFRESH BY NESTLE-4027 TOTAL 00G0033487406 07/29/2020 67096 19541 DRINKING WATER 5409 7TH ST 06/27/20- 10.71 THE BAKERSFIELD CALIFORNIAN-206 TOTAL 2731163 07/31/2020 67121 19543 WWT COLLECTION & CONTROL ROOM 1,081.23 THE SHAFTER PRESS/ WASCO TRIBUNE-4787 TOTAL 1784 07/23/2020 67050 19542 ADS:RE:HVAC REPAIR BIDDDERS & WWT COLLECTIONS WITH COLLECTIONS AIR CONDITIONING-753 TOTAL 83569 73 07/06/2020 67130 19544 WASTE WATER: REPAIR FOR HEATINNG AIR UNIT VERIZON WIRELESS SERVICE LLC-4237 TOTAL 9859497572 07/25/2020 67130 19545 CELL PHONES & IPAD 06/26/20-07/25/20 457.78	KERN PLUMBING & BACK FLOW SERVICES INC-173 TOTAL	9365	77	07/16/2020	67043	19537		,
QUINTANA, MIGUEL-5169 TOTAL 20-000312 DEPOSIT RF DESOS DEPOSIT RF DEPOSIT REP D	PG & E COMPANY-85 TOTAL			07/21/2020	67077	19538		37,330.50
DEPOSIT RF READYREFRESH BY NESTLE-4027 TOTAL DEPOSIT RF O0G0033487406 DEPOSIT RF OF DEPOSIT REPAIR 500/27/20- OF	QUADIENT FINANCE USA, INC-1844 TOTAL	POSTAGE JUL 20		07/27/2020	67128	19539	POSTAGE FOR JUL 20	19.99
THE BAKERSFIELD CALIFORNIAN-206 TOTAL 2731163 07/31/2020 67121 19543 WWT COLLECTION & CONTROL ROOM HVAC UNIT REPLACEMENT THE SHAFTER PRESS/ WASCO TRIBUNE-4787 TOTAL 1784 07/23/2020 67053 19542 ADS:RE:HVAC REPAIR BIDDDERS & WWT COLLECTIONS UNITED REFRIGERATION & AIR CONDITIONING-753 TOTAL 83569 73 07/06/2020 67080 19544 WASTE WASTE WASTE REPARI FOR HEATINNG & AIR UNIT VERIZON WIRELESS SERVICE LLC-4237 TOTAL 9859497572 07/25/2020 67130 19545 CELL PHONES & IPAD 06/26/20-07/25/20 457.78	QUINTANA, MIGUEL-5169 TOTAL			07/30/2020	67110	19540		1,000.00
THE SHAFTER PRESS/ WASCO TRIBUNE-4787 TOTAL 1784 07/23/2020 67053 19542 ADS:RE:HVAC REPAIR BIDDDERS & WWT COLLECTIONS UNITED REFRIGERATION & AIR CONDITIONING-753 TOTAL 83569 73 07/06/2020 67080 19544 WASTE WATER: REPARI FOR HEATINNG & AIR UNIT VERIZON WIRELESS SERVICE LLC-4237 TOTAL 9859497572 07/25/2020 67130 19545 CELL PHONES & IPAD 06/26/20-07/25/20 457.78	READYREFRESH BY NESTLE-4027 TOTAL	00G0033487406		07/29/2020	67096	19541		10.71
COLLECTIONS UNITED REFRIGERATION & AIR CONDITIONING-753 TOTAL 83569 73 07/06/2020 67080 19544 WASTE WATER: REPARI FOR HEATINNG & AIR UNIT VERIZON WIRELESS SERVICE LLC-4237 TOTAL 9859497572 07/25/2020 67130 19545 CELL PHONES & IPAD 06/26/20-07/25/20 457.78	THE BAKERSFIELD CALIFORNIAN-206 TOTAL	2731163		07/31/2020	67121	19543		1,081.23
VERIZON WIRELESS SERVICE LLC-4237 TOTAL 9859497572 07/25/2020 67130 19545 CELL PHONES & IPAD 06/26/20-07/25/20 457.78	THE SHAFTER PRESS/ WASCO TRIBUNE-4787 TOTAL	1784		07/23/2020	67053	19542		453.00
VENIZON VVINCEEGG GENVIOL EGG 4201 TOTAL	UNITED REFRIGERATION & AIR CONDITIONING-753 TOTAL	83569	.73	07/06/2020	67080	19544		
TOTAL FOR WARRANT G070320 216,590.07	VERIZON WIRELESS SERVICE LLC-4237 TOTAL	9859497572		07/25/2020	67130			457.78
	TOTAL FOR WARRANT G070320	Table Branch		14	1, 1,	11 25		216,590.07

CINTAS	CORPORATION NO	3-4480 TOTAL		4057718908	08/04/2020	67140	19555 L	INIFORMS 08/04/20	261.85
	DUNTY RECORDER			P.RAMIREZ 1200	08/03/2020	67133		RECORDING FEE FOR PHYLLIS RAMIREZ	20.00
				BROAD			1	200 BROADWAY	
	DUNTY WASTE MAI		19 TOTAL	LANDFILL AUG 20	08/01/2020	67139		ANDFILL FOR AUG 20	12,735.00
KERN DATA.COM-239 TOTAL				20201256	08/01/2020	67138	J	NNUAL SUBSCRIPTION 10 USERS AUG- UL 2021	3,366.00
	MPS-4626 TOTAL			129806	08/02/2020	67136		EMP D. BRINEY WE 08/02/20	8,800.00
SELF HELP ENTERPRISES-4845 TOTAL			67118	08/03/2020	67118	151577754-1127	REFUND CREDIT 0415018500	28.60	
TYLER T	ECHNOLOGIES, INC	C-1064 TOTAL		045-310436	08/01/2020	67134		MUNIS SUPPORT & UPDATE LICENSING 9/23/20-09/22/21	34,732.21
TOTAL F	OR WARRANT G08	0120							59,943.66
CARD SE	ERVICE CENTER-49	919 TOTAL		DO061320-062320	06/23/2020	67116	0	DANIEL ORTIZ-HERNANDEZ 06/13/20- 6/23/20NEOMI PEREZ 3CMA MEMBERSHIP	2,140.89
TOTAL F	OR WARRANT MB0	63020							2,140.89
WELLS F	ARGO CREDIT CAP	RD-4426 TOTAL							
	01135-ENGINEERING			WF063020	06/30/2020	66969	4949 T	RANSACTION DATE 06/01/20-	1,249.00
							0	6/30/20SCHOOL OF PE: 3RD QUARTER - E GENERAL 6 MONTH ACC	1,243.00
	11200-SHOP MAINTENA	503706-AUTO REPA	-	WF063020	06/30/2020	66969	0	RANSACTION DATE 06/01/20- 6/30/20STREET #87: PADDLE HANDLE VITH LOCK	103.75
	10200-STREETS	50390-MATERIALS	-	WF063020	06/30/2020	66969	1/2/1/20	RANSACTION DATE 06/01/20- 6/30/20GLOVES	55.27
	11200-SHOP MAINTENA	503706-AUTO REPA	-	WF063020	06/30/2020	66969	0	RANSACTION DATE 06/01/20- 6/30/20STREET #79: HYDRAULIC FITTING IND HOSE BULK, OIL F	45.51
	10200-STREETS	50390-MATERIALS	-	WF063020	06/30/2020	66969	0	RANSACTION DATE 06/01/20- 6/30/20NAILS FOR FENCE POSO AND VILLOW	18.38
	10200-STREETS	50380-TOOLS	-	WF063020	06/30/2020	66969		RANSACTION DATE 06/01/20-06/30/20#2 PHILLIPS POWER BIT	8.06
	10200-STREETS	50390-MATERIALS	-	WF063020	06/30/2020	66969		RANSACTION DATE 06/01/20- 6/30/20DUST RESPIRATORS	56.72
	10200-STREETS	50540-STORM DRA	-	WF063020	06/30/2020	66969	0	RANSACTION DATE 06/01/20- 6/30/20FOR STORM LID AT 10TH AND G TREET	57.42
	10200-STREETS	50380-TOOLS	-	WF063020	06/30/2020	66969		RANSACTION DATE 06/01/20- 6/30/20SHOVELS	23.79
	20300-TRAFFIC SAFET	50730-TRAFFIC M	=	WF063020	06/30/2020	66969	0	RANSACTION DATE 06/01/20- 6/30/20PAINT TRUCK SUPPLIES	22.81
	20300-TRAFFIC SAFET	50730-TRAFFIC M		WF063020	06/30/2020	66969	0	RANSACTION DATE 06/01/20- 6/30/20PAINT TRUCK SUPPLIES	5.40
	14200-LIGHTING & LA		1.5	WF063020	06/30/2020	66969	0	RANSACTION DATE 06/01/20- 6/30/20SHARPEN HEDGER DOUBLE	92.00
	14200-LIGHTING & LA		=	WF063020	06/30/2020	66969	0	RANSACTION DATE 06/01/20- 6/30/20SHARPEN HEDGER DOUBLE	92.00
	14200-LIGHTING & LA		5.	WF063020	06/30/2020	66969	0	RANSACTION DATE 06/01/20- 6/30/20SHARPEN HEDGER DOUBLE	92.00
	14200-LIGHTING & LA		-	WF063020	06/30/2020	66969	0	RANSACTION DATE 06/01/20- 6/30/20SHARPEN HEDGER DOUBLE	92.00
	11200-SHOP MAINTENA	50370B-AUTO REPA	-	WF063020	06/30/2020	66969	0	RANSACTION DATE 06/01/20- 6/30/20DISPOSAL #23: ARM BOLTS	2.27
	11200-SHOP MAINTENA	503707-AUTO REPA	5	WF063020	06/30/2020	66969		RANSACTION DATE 06/01/20- 6/30/20SHOP AIR COMPRESS FITTINGS	19.46

* 11200-SHO MAINTENA	The state of the s	•	WF063020	06/30/2020	66969	0	RANSACTION DATE 06/01/20- 6/30/20SMALL TOOLS #GENERAL: O- RING REMOVAL KIT	7.57
11200-SHO MAINTENA		-	WF063020	06/30/2020	66969	4949 T	RANSACTION DATE 06/01/20- 6/30/20ANIMAL CONTROL #33: SPECIAL APE	8.11
11200-SHO MAINTENA		-	WF063020	06/30/2020	66969	0	RANSACTION DATE 06/01/20- 6/30/20DISPOSAL #23: HYDRAULIC ILTER	32.50
11200-SHO MAINTENA		-	WF063020	06/30/2020	66969	0	RANSACTION DATE 06/01/20- 6/30/20DISPOSAL #14: OIL FILTER AND DIL	110.46
11200-SHO MAINTENA			WF063020	06/30/2020	66969		RANSACTION DATE 06/01/20- 6/30/20DISPOSAL #13: 4 TIRE CHANGE	140.00
11200-SHO MAINTENA		-	WF063020	06/30/2020	66969	0	RANSACTION DATE 06/01/20- 6/30/20MANAGEMENT #M1: NEW FATTERY	159.22
11200-SHO MAINTENA			WF063020	06/30/2020	66969		RANSACTION DATE 06/01/20- 6/30/20ANIMAL CONTROL #33: CREDIT	(32.06)
11200-SHO MAINTENA		-	WF063020	06/30/2020	66969	4949 T	RANSACTION DATE 06/01/20- 6/30/20ANIMAL CONTROL #33: HVAC 2 CTUATORS	110.60
11200-SHO MAINTENA		*)	WF063020	06/30/2020	66969	O	RANSACTION DATE 06/01/20- 6/30/20DISPOSAL #14: CONDENSER COOLING FAN	69.34
11200-SHC MAINTENA			WF063020	06/30/2020	66969	06	RANSACTION DATE 06/01/20- 6/30/20SMALL TOOLS #GENERAL: WORK SLOVES	10.81
11200-SHC MAINTENA		-	WF063020	06/30/2020	66969		RANSACTION DATE 06/01/20- 6/30/20WATER #50: SPARK PLUG SET OF	105.57
11200-SHC MAINTENA		-	WF063020	06/30/2020	66969		RANSACTION DATE 06/01/20- 6/30/20DISPOSAL #13: HYDRAULIC HOSE	178.42
11200-SHC MAINTENA		-	WF063020	06/30/2020	66969		RANSACTION DATE 06/01/20- 6/30/20DISPOSAL #13: COOLANT HOSE	8.47
11200-SHC MAINTENA		-	WF063020	06/30/2020	66969		RANSACTION DATE 06/01/20- 6/30/20DISPOSAL #19: ARM BOLTS	26.52
11200-SHC MAINTENA	P 503706-AUTO REPA		WF063020	06/30/2020	66969	06	RANSACTION DATE 06/01/20- 6/30/20STREETS #77: I INCH TAP TO EPAIR THREADS	174.77
11200-SHO MAINTENA	P 50370A-AUTO REPA	-	WF063020	06/30/2020	66969		RANSACTION DATE 06/01/20- 6/30/20WATER #50: BOLTS	0.32
11200-SHO MAINTENA	P 50370B-AUTO REPA	-	WF063020	06/30/2020	66969		RANSACTION DATE 06/01/20- 6/30/20DISPOSAL #15; AIR HOSE	8.55
11200-SHO MAINTENA	P 50370B-AUTO REPA	=	WF063020	06/30/2020	66969	06	RANSACTION DATE 06/01/20- 6/30/20DISPOSAL #GENERAL: IYDRAULIC TANK OIL LEVEL GAUGE	61.13
11200-SHO MAINTENA	P 50370B-AUTO REPA	-	WF063020	06/30/2020	66969	06	RANSACTION DATE 06/01/20- 6/30/20DISPOSAL #23: 2 GAL ANTI- REEZE	32.45
11200-SHO MAINTENA	P 50370B-AUTO REPA	*	WF063020	06/30/2020	66969	06	RANSACTION DATE 06/01/20- 6/30/20DISPOSAL #23: COOLANT HOSE ND 2 GALLON ANTI-FREEZ	64.68
11200-SHO MAINTENA	P 50370B-AUTO REPA	B	WF063020	06/30/2020	66969		RANSACTION DATE 06/01/20- 6/30/20DISPOSAL #23: 1 TIRE REPAIR	40.00
11200-SHO MAINTENA	P 50370B-AUTO REPA	-	WF063020	06/30/2020	66969	06	RANSACTION DATE 06/01/20- 6/30/20DISPOSAL #GENERAL: BRUSH ND POWER STEERING FLUID	43.28

11200-SHOP MAINTENA	50370A-AUTO REPA	-	WF063020	06/30/2020	66969	4949	TRANSACTION DATE 06/01/20- 06/30/20WATER #50: OIL FILTER	2.91
11200-SHOP MAINTENA	50390-MATERIALS		WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20MATERIAL #GENERAL	5.40
11200-SHOP MAINTENA	50370E-AUTO REPA	-	WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20MANAGEMENT #65; OIL FILTER	2.37
11200-SHOP MAINTENA	52042-SMALL TOO	-	WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20SMALL TOOLS: SPECIAL WRENCH SET	57.36
11200-SHOP MAINTENA	503706-AUTO REPA		WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20STREET #78: OIL AND AIR FILTERS	23.76
11200-SHOP MAINTENA	50370A-AUTO REPA	151	WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20WATER #50: SEALS O-RINGS	6.39
11200-SHOP MAINTENA	50370B-AUTO REPA		WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20DISPOSAL #23: COOLANT HOSE	3.97
11200-SHOP MAINTENA	52042-SMALL TOO	æ	WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20FILTER REMOVER AND HAND CLEANER	46.98
11200-SHOP MAINTENA	503706-AUTO REPA	-	WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20STREETS #72: ELECTRICAL STATION CORE	72.52
MAINTENA	503706-AUTO REPA		WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20STREET #84: NUMBER D-CALS AND BATTERIES	15.61
11200-SHOP MAINTENA	50370A-AUTO REPA	-	WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20WATER #55: NEW RADIATOR	308.63
11200-SHOP MAINTENA	50370B-AUTO REPA		WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20DISPOSAL #13: HYDRAULIC HOSE	65.62
16200-FACILITIES MA	520809-BLDG REPA		WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20PW; SECURITY LIGHT BULBS	51.93
16200-FACILITIES MA	520802-BLDG REPA	20217-COVID-19 EMERGENCY RESPONSE	WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20SHIELD CLEAR ACRYLIC - 6 INCHES TALL FOR ANNEX	476.30
16200-FACILITIES MA	520801-BLDG REPA	20217-COVID-19 EMERGENCY RESPONSE	WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20SHIELD CLEAR ACRYLIC - 6 INCHES TALL FOR CITY HALL	238.15
16200-FACILITIES MA	520809-BLDG REPA	20217-COVID-19 EMERGENCY RESPONSE	WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20SHIELD CLEAR ACRYLIC - 6 INCHES TALL FOR PW	119.08
16200-FACILITIES MA	520809-BLDG REPA	4	WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20LIGHT FIXTURES FOR SECURITY	79.44
16200-FACILITIES MA	52080B-BLDG REPA	-	WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20COURT HOUSE: FOR CLEANING RESTROOMS	6.58
16200-FACILITIES MA		-	WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20SMALL MATERIALS: TOOL BOX AND MISC. TOOLS FOR NEW	382.49
16200-FACILITIES MA	520803-BLDG REPA	4	WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20SMALL MATERIALS: TOOL BOX AND MISC. TOOLS FOR NEW	58.44
16200-FACILITIES MA	520805-BLDG REPA	-	WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20ANIMAL CONTROL: LOCKS FOR POWER BOX	59.41

* 16	200-FACILITIES MA	520802-BLDG REPA	20217-COVID-19 EMERGENCY RESPONSE	WF063020	06/30/2020	66969	4949	TRANSACTION DATE 06/01/20- 06/30/20CREATIVE SAFETY SUPPLY: STAND HERE BILINGUAL SIGN	28.26
16.	200-FACILITIES MA	520804-BLDG REPA	20217-COVID-19 EMERGENCY RESPONSE	WF063020	06/30/2020	66969	4949	TRANSACTION DATE 06/01/20- 06/30/20CREATIVE SAFETY SUPPLY: STAND HERE BILINGUAL SIGN	28.26
162	200-FACILITIES MA	520801-BLDG REPA	20217-COVID-19 EMERGENCY RESPONSE	WF063020	06/30/2020	66969	4949	TRANSACTION DATE 06/01/20- 06/30/20CREATIVE SAFETY SUPPLY: STAND HERE BILINGUAL SIGN	28.28
162	200-FACILITIES MA	520802-BLDG REPA	20217-COVID-19 EMERGENCY RESPONSE	WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20PAINTING MATERIALS FOR ANNEX	16.22
162	200-FACILITIES MA	520804-BLDG REPA	20217-COVID-19 EMERGENCY RESPONSE	WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20PAINTING MATERIALS FOR PLANNING	16.23
162	200-FACILITIES MA	520809-BLDG REPA	-	WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20BATTERY POWERED SECURITY LIGHTS	47.61
162	200-FACILITIES MA	520809-BLDG REPA		WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20BATTERY POWERED SECURITY LIGHTS	66.00
162	200-FACILITIES MA	520809-BLDG REPA	-	WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20DEAD BOLT LOCK FOR GATE AT PW	24.89
162	200-FACILITIES MA	520805-BLDG REPA	-	WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20LUMBER TO COVER HOLE	31.80
162	00-FACILITIES MA	520805-BLDG REPA	-	WF063020	06/30/2020	66969	4949	TRANSACTION DATE 06/01/20- 06/30/20LUMBER TO COVER HOLE	(13.83)
162	00-FACILITIES MA	520809-BLDG REPA	-	WF063020	06/30/2020	66969	4949	TRANSACTION DATE 06/01/20- 06/30/20ELECTRICAL CONNECTION	3.56
162	00-FACILITIES MA	520804-BLDG REPA	-	WF063020	06/30/2020	66969	4949	TRANSACTION DATE 06/01/20-	45.82
162	00-FACILITIES MA	520809-BLDG REPA	-	WF063020	06/30/2020	66969	4949	06/30/20DESK BRACE TRANSACTION DATE 06/01/20-	1.94
162	00-FACILITIES MA	520801-BLDG REPA		WF063020	06/30/2020	66969	4949	06/30/20ELECTRICAL CONNECTION TRANSACTION DATE 06/01/20-	18.14
162	00-FACILITIES MA	520809-BLDG REPA	-	WF063020	06/30/2020	66969	4949	06/30/20LIGHT BULBS TRANSACTION DATE 06/01/20-	91.98
162	00-FACILITIES MA	520801-BLDG REPA	-	WF063020	06/30/2020	66969	4949	06/30/20MOTION LIGHT AND PAD LOCK TRANSACTION DATE 06/01/20-	49.77
162	00-FACILITIES MA	520801-BLDG REPA	-	WF063020	06/30/2020	66969	4949	06/30/20LEVER STYLE DOOR HANDLES TRANSACTION DATE 06/01/20-	5.13
162	00-FACILITIES MA	520806-BLDG REPA	-	WF063020	06/30/2020	66969	4949	06/30/20KEYS FOR DANIEL TRANSACTION DATE 06/01/20-	332.32
162	00-FACILITIES MA	520805-BLDG REPA		WF063020	06/30/2020	66969	4949	06/30/20NEW WALL MOUNT AC UNIT TRANSACTION DATE 06/01/20- 06/30/20MATERIAL FOR CHIN LINK FENCE	8.64
162	00-FACILITIES MA	50380-TOOLS	-	WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20BROOM FOR FACILITY MAINT. DEPT TRUCK	11.90
162	00-FACILITIES MA	520805-BLDG REPA		WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20MATERIAL FOR CHAIN LINK FENCE	9.50
162	00-FACILITIES MA	520801-BLDG REPA		WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20DESK KEYS	27.80
324	00-SANITATION	55020-SAFETY	-	WF063020	06/30/2020	66969	4949	TRANSACTION DATE 06/01/20-06/30/20K- 95 FACE MASKS	151.55

32400-SANITATION	55020-SAFETY	*	WF063020	06/30/2020	66969	06	RANSACTION DATE 06/01/20- 6/30/20CREDIT SENT ITEMS BACK FACE IASKS	(70.36)
32400-SANITATION	55020-SAFETY	-	WF063020	06/30/2020	66969	06	RANSACTION DATE 06/01/20- 6/30/20WORK GLOVES FOR EMPLOYEE DISPOSAL MASKS	180.91
32400-SANITATION	50390-MATERIALS		WF063020	06/30/2020	66969	06	RANSACTION DATE 06/01/20- 6/30/20ROUND UP FOR WEEDS IN LLYES	461.34
32400-SANITATION	50390-MATERIALS	-	WF063020	06/30/2020	66969		RANSACTION DATE 06/01/20- 6/30/200XYGEN FRO CUTTING TORCH	21.02
31400-WATER	50390-MATERIALS	5	WF063020	06/30/2020	66969	06	RANSACTION DATE 06/01/20- 6/30/20CONCRETE FOR WORK HEAD AT ST & 46	17.50
31400-WATER	505306-REPAIR &	-	WF063020	06/30/2020	66969	06	RANSACTION DATE 06/01/20- 6/30/20PARTS TO REPAIR OIL DRUM AT /ELL #14	10.98
31400-WATER	505306-REPAIR &	-	WF063020	06/30/2020	66969	B	RANSACTION DATE 06/01/20-06/30/202 Y 4: FOR POWER CORD FOR HLORINATION WELL #14	15.73
31400-WATER	50530-EQUIPMENT	-	WF063020	06/30/2020	66969		RANSACTION DATE 06/01/20- 6/30/20LIGHT BULB FOR WELL #7 HPS	41.12
31400-WATER	505306-REPAIR &		WF063020	06/30/2020	66969		RANSACTION DATE 06/01/20- 6/30/20EXTENSION CORD FOR WELL #14	96.33
31400-WATER	50620-CHEMICALS		WF063020	06/30/2020	66969	06	RANSACTION DATE 06/01/20- 6/30/20PARTS FOR EYE WASH STATION /ELL #14	62.10
31400-WATER	505306-REPAIR &	*	WF063020	06/30/2020	66969		RANSACTION DATE 06/01/20- 6/30/20EXTENSION CORD FOR WELL #14	96.33
31400-WATER	55020-SAFETY	-	WF063020	06/30/2020	66969	06	RANSACTION DATE 06/01/20- 6/30/20GLOVES AND SAFETY GLASSES OR 3 GUYS	81.12
31400-WATER	505307-REPAIR &	2	WF063020	06/30/2020	66969		RANSACTION DATE 06/01/20- 6/30/20lance for vacuum excavator	43.83
31400-WATER	505307-REPAIR &	9	WF063020	06/30/2020	66969	06	RANSACTION DATE 06/01/20- 6/30/20NOZZLE FOR VACUUM XCAVATOR	117.87
23155-INFORMATION T	52040-CAPITAL O	¥	WF063020	06/30/2020	66969	06	RANSACTION DATE 06/01/20- 6/30/20purchase made by Daniel Ortiz IT ervice Special A	34.99
23155-INFORMATION T	52040-CAPITAL O	2	WF063020	06/30/2020	66969	.3	RANSACTION DATE 06/01/20-06/30/20this 55 charge must have been added for the urch	0.35
01125-PLANNING & . CO	50330-DUES/SUBS	-	WF063020	06/30/2020	66969		RANSACTION DATE 06/01/20- 6/30/20Survey Program	99.00

01160 CODE COMPLIAN	50230-TRAINING	-	WF063020	06/30/2020	66969	4949	TRANSACTION DATE 06/01/20- 06/30/20Refund for cancellation of training for Sergio Gon	(400.00
01160-CODE COMPLIAN	50230-TRAINING	3	WF063020	06/30/2020	66969	4949	TRANSACTION DATE 06/01/20- 06/30/20Refund for cancellation of training for Christian	(400.00
01160-CODE COMPLIAN	50130-UNIFORM A		WF063020	06/30/2020	66969	4949	TRANSACTION DATE 06/01/20- 06/30/20Uniform for Christian Tovar	175.3
01150-BUILDING INSP	50230-TRAINING	-	WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20Membership for Marlo Glaser	135.0
01160-CODE COMPLIAN	50130-UNIFORM A	2	WF063020	06/30/2020	66969	4949	TRANSACTION DATE 06/01/20- 06/30/20Uniform for Rafael Villarreal	471.8
01160-CODE COMPLIAN	50130-UNIFORM A	-	WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20Uniform for Christian Tovar	31.2
01135-ENGINEERING	50390-MATERIALS	-	WF063020	06/30/2020	66969	4949	TRANSACTION DATE 06/01/20- 06/30/20VIDEO COPY AND COVERT 6-ESD	29.9
01135-ENGINEERING	50310-OFFICE SU	2	WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/200FFICE SUPPLIES LABELS FOR WATER CONSERVATION LETT	31.3
01145-ANIMAL SERVIC	50230-TRAINING	-	WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20TRAINING AND TRAVEL FOR CA ANIMAL WELFARE ASSOCIAT	40.0
01135-ENGINEERING	50230-TRAINING	* *	WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20Asphalt Pavement Preservation Treatments, Material	145.0
32400-SANITATION	50230-TRAINING	-	WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20REFUND/CREDIT FOR SWANA NORTHER N CA GOLD RUSH CHA	(825.05
31400-WATER	50620-CHEMICALS	-	WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20TORCH FOR SAMPLE REPLACE STOLEN ONE	36.7
31400-WATER	50390-MATERIALS	-	WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20FOR PSI TRANSMITTING AT WELL #5	2.2
30400-WASTEWATER	50390-MATERIALS	-	WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20CHAIN FOR GATES AROUND THE PLANT	48.7
30400-WASTEWATER	50390-MATERIALS	1.0	WF063020	06/30/2020	66969	4949	TRANSACTION DATE 06/01/20-06/30/20220 VOLT EXTENSION CORD WELDER	92.4
30400-WASTEWATER	50530-EQUIPMENT	-	WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20HOOKS FOR SLUDGE BINS AND CUT OFF WHEELS FOR SLUDG	95.4
30400-WASTEWATER	50390-MATERIALS	i.e.	WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20LATEX GLOVES AND GLASSES FOR OPERATIONS SAFETY	134.8
01110-CITY MANAGER	50290-POSTAGE	(A)	WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20POSTAGE	26.3
01110-CITY MANAGER	50320-FUEL	18	WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20GAS RECEIPTS FOR CITY HALL	21.0
01105-CITY COUNCIL		575.	WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20FIREWORKS DOORHANGERS	155.5
01105-CITY COUNCIL	52030-MISCELLAN	-	WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20STARBUCKS B2B GIFT CARDS	200.0
01105-CITY COUNCIL	52030-MISCELLAN	-	WF063020	06/30/2020	66969		TRANSACTION DATE 06/01/20- 06/30/20FUNERAL FLOWERS FOR ANGEL SANDOVALS SPOUSE SERVICE	129.9
OR WARRANT WFO	63019	A STATE OF S	NAME OF TAXABLE PARTY.				NAME OF THE PARTY	8,199.7



CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager

Isarel Perez-Hernandez, Finance Director

DATE: August 18, 2020

SUBJECT: Adopt a Resolution removing Diego Viramontes and adding Isarel Perez-

Hernandez as authorizing the signing authority for all City Bank Accounts.

Recommendation:

Staff recommends City Council Adopt a Resolution authorizing the signing authority for all City Bank Accounts.

Discussion:

The City's Bank Accounts require a formal Resolution by the governing body to authorize representatives on their behalf to establish new accounts and or modify existing accounts and to make deposits or withdrawals into the bank accounts. Through this resolution, we are adding Isarel Perez-Hernandez as Deputy Treasurer and removing Diego Viramontes.

Fiscal Impact:

None.

Attachments:

1. Resolution authorizing the signing authority for all City Bank Accounts.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE SIGNING AUTHORITY FOR ALL CITY OF WASCO BANK ACCOUNTS

WHEREAS, The City Council hereby authorizes the following individuals to have signing authority for all City of Wasco bank accounts:

Teofilo Cortez, Jr. Mayor

Daniel Espitia Mayor Pro-Tem
Daniel Ortiz-Hernandez City Manager
Maria Martinez City Clerk
Lamar Rodriguez Treasurer

Isarel Perez-Hernandez Deputy Treasurer

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

SECTION 1: These individuals shall have authority to sign checks and conduct banking transactions on behalf of the City until they are removed from their elected or assigned position.

I HEREBY CERTIFY that the foregoing Resolution No. 2020-______ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on August 18, 2020 by the following vote:

COUNCIL MEMBERS: CORTEZ, ESPITIA, GARCIA PALLARES, REYNA AYES: NOES: _______ ABSTAIN: ______ ABSENT:

TEOFILO CORTEZ JR., MAYOR of the City of Wasco Attest:______

the Council of the City of Wasco



CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager

Isarel Perez-Hernandez, Finance Director

DATE: August 18, 2020

SUBJECT: Adopt a Resolution of the City Council removing Diego Viramontes and

adding Isarel Perez-Hernandez Authorizing Signing Authority for the City's

Local Agency Investment Fund Account #98-15-964.

Recommendation:

Staff recommends City Council Adopt a Resolution Authorizing Signing Authority for the City's Local Agency Investment Fund Account #98-15-964.

Discussion:

The California State Treasury requires a formal Resolution by the governing body to authorize representatives on their behalf to establish new accounts and or modify existing accounts and to make deposits or withdrawals into the investment accounts. Through this resolution, we are adding Isarel Perez-Hernandez as Deputy Treasurer and removing Diego Viramontes.

Fiscal Impact:

None.

Attachments:

1. Resolution

RESOLUTION NO	. 2020 -
----------------------	----------

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING SIGNING AUTHORITY FOR THE INVESTMENT ACCOUNT #98-15-964 HELD AT THE LOCAL AGENCY INVESTMENT FUND (LAIF)

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et.seq. for the deposit of money for a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City Council hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests for the City of Wasco; and

NOW THEREFORE BE IT RESOLVED, that the City Council hereby authorizes the deposit and withdrawal of the City of Wasco monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows:

SECTION 1: The following City of Wasco officers holding the title(s) specified herein below or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Daniel Ortiz-Hernandez City Manager
Lamar Rodriguez Treasurer

Daniel Ortiz-Hernandez City Manager

Treasurer

Daniel Ortiz-Hernandez City Manager

Treasurer

Isarel Perez-Hernandez Deputy Treasurer

SECTION 2: This resolution shall remain in full force and effect until rescinded by City Council by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

	regoing Resolution No. 2020 was passed and the City of Wasco at a regular meeting thereof held on <u>Augus</u> ote:
COUNCIL MEMBERS: AYES: NOES: ABSTAIN: ABSENT:	CORTEZ, ESPITIA, GARCIA PALLARES, REYNA
Attest:	TEOFILO CORTEZ JR., MAYOR of the City of Wasco
MARIA O. MARTINEZ CITY CLERK and Ex Off	 ficio Clerk of

the Council of the City of Wasco



CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager

DATE: August 18, 2020

SUBJECT: Approve the amendment to an agreement with Thomas F. Schroeter to

increase the hourly rate from \$165.00 per hour to \$175.00 per hour for legal

services to be effective on January 1, 2021.

Recommendation:

Staff recommends the City Council to approve the amendment to the agreement.

Discussion:

The City Attorney has requested the City Council increase his per hour billing rate by \$10.00 per hour.

The Attorney has been providing legal services for the City of Wasco since September 2009. Beginning July 1, 2017, his hourly rate was increased to \$165.00 per hour. Since that time, the costs have increased, but he has maintained the \$165.00 per hour rate throughout. Commencing January 1, 2021, he is requesting a raise to \$175.00 per hour. A 6% increase, which equates to less than 2% per year since July 1, 2017. This still compares favorably to our outside counsel, including LeBeau Thelen, who charge at the rate of \$210.00 per hour and Richards Watson and Gershon, who charge at the rate of \$250.00 per hour. If the request is approved, it will not become effective until January 1, 2021.

Fiscal Impact:

None

Attachments:

- 1. Agreement
- 2. City Attorney's Memo

AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

THIS AMENDMENT made this 18th day of August 2020, by and between Thomas F. Schroeter, hereinafter referred to as "Attorney," and the City of Wasco hereinafter referred to as "City."

$\underline{\mathbf{W}}\underline{\mathbf{I}}\underline{\mathbf{T}}\underline{\mathbf{N}}\underline{\mathbf{E}}\underline{\mathbf{S}}\underline{\mathbf{S}}\underline{\mathbf{E}}\underline{\mathbf{T}}\underline{\mathbf{H}}$:

WHEREAS, City hired Attorney by written Agreement dated September 1, 2009, and which was amended on May 7, 2013 (the "Agreement"); and

WHEREAS, City and Attorney wishes to amend the Agreement as hereinafter described.

NOW, THEREFORE, Attorney and City hereby amend the Agreement as follows:

SECTION 1. The parties hereby replace Paragraph 2 of the Agreement with the following: "Attorney shall bill City at the rate of \$175.00 per hour and shall bill in minimum amounts of 1/10th of an hour."

SECTION 2. Except as amended herein, the Agreement is hereby reaffirmed, and each and every other term and condition shall remain in full force and effect.

SECTION 3. This amendment may be executed in counterparts. A facsimile or electronic copy of this amendment shall be as effective as the original for all purposes.

WHEREFORE, Attorney and City have executed this Agreement to be effective on January 1, 2021.

TEOFILO CORTEZ, JR., Mayor City of Wasco, California "City"

THOMAS F.SCHROETER, "Attorney"

Memorandum: CITY OF WASCO

TO: City Manager, City Council DATE: August 14, 2020

FROM: Thomas F. Schroeter, City Attorney

SUBJECT: Legal Services Agreement

I have been providing legal services for the City of Wasco since September, 2009. Beginning July 1, 2017, my hourly rate was increased to \$165.00 per hour. Since that time, my costs have increased but I have maintained the \$165.00 per hour rate throughout. Commencing January 1, 2021, I would request a raise to \$175.00 per hour. This is a 6% increase which equates to less than 2% per year since July 1, 2017. This still compares favorably to our outside counsel including LeBeau Thelen who charge at the rate of \$210.00 per hour and Richards Watson and Gershon who charge at the rate of \$250.00 per hour. Your consideration of this request would be greatly appreciated.



CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager

Biridiana Bishop, Public Works Director

DATE: August 28, 2020

SUBJECT: Adopt a Resolution Authorizing the Mayor to Sign and Execute the

extension of an Agreement with BSK and Associates for Materials

Testing as Needed.

Recommendation:

Staff recommends adopting a resolution to extend an agreement with BSK and Associates to provide materials testing for City Projects as needed.

Discussion:

The City undertakes numerous Local, State, and Federally-funded capital improvement projects that require an outside firm to provide materials testing and geotechnical services. This includes but is not limited to a preliminary soils report, soils compaction testing, asphalt, and concrete sampling/testing, etc. Due to the nature of the work, on-call services is preferred because it allows firm(s) that have been qualified to submit a mini proposal for each project rather than requiring the City to advertise for these services separately on each project.

The City Council approved an agreement between the City and BSK and Associates for on-call materials testing on June 6, 2017. This agreement was for a period of 3 years with the option to extend the contract for an additional two years. It also contains required language for State/Federal reimbursement provided that grant funds are available for project engineering. This initial three year has expired as of June 6, 2020.

The City has utilized BSK Associates on past projects with success. It is recommended that the City take the option to extend the agreement with BSK Associates to provide on-call services.

Fiscal Impact:

None directly. Depending on the project, the funding source the services provided may be grant-funded, locally funded, or a combination of both.

Attachments:

- 1. Resolution
- 2. Original Agreement
- 3. Agreement Extension4. 2020 Rate Schedule

RESOLUTION NO.	2020 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING THE AGREEMENT WITH BSK ASSOCIATES, INC. TO PROVIDE MATERIALS TESTING FOR CITY PROJECTS

WHEREAS, the City wishes to extend an agreement with BSK and Associates, Inc. to provide materials testing for City Projects

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, BSK and Associates 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,

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

SECTION 1: Approves the agreement extension with BSK and Associates.

SECTION 2: Authorizes the Mayor to endorse the agreement.

-000-

	poing Resolution No. 2020 City of Wasco at a regular meeting the	
COUNCIL MEMBERS: CO AYES: NOES: ABSTAIN: ABSENT:	DRTEZ, ESPITIA, GARCIA PALLARES, REYNA	
Attest: MARIA O. MARTINEZ CITY CLERK and Ex Officio		EZ JR., City of Wasco

the Council of the City of Wasco

CONTRACT AGREEMENT

THIS Agreement, made and entered into t	his <u>6th</u>	_ day of	June	2017, by
and between the CITY OF WASCO, herein	after called '	'CITY", and	BSK Associat	es, hereinafter
called "CONSULTANT"				

WITNESSETH: That the parties hereto do mutually agree as follows:

I. INTRODUCTION

- A. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Cost Proposal dated (04/26/17). The approved CONSULTANT's Cost Proposal is attached hereto (Attachment I) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- B. CONSULTANT agrees to indemnify and hold harmless CITY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of CONSULTANT. CONSULTANT will reimburse CITY for any expenditure, including reasonable attorney fees, incurred by CITY in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of CONSULTANT.
- C. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of CITY.
- D. Without the written consent of CITY, this contract is not assignable by CONSULTANT either in whole or in part.
- E. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- F. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

II. STATEMENT OF WORK

CONSULTANT shall provide the City with On-Call geotechnical services as described in the REQUEST FOR QUALIFICATIONS FOR ON-CALL MATERIALS TESTING & GEOTECHNICAL SERVICES Issued: April 3, 2017

III. CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for CITY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with CITY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

IV. PERFORMANCE PERIOD

- A. This contract shall go into effect on (06/06/2017), contingent upon approval by CITY, and CONSULTANT shall commence work after notification to proceed by CITY'S Contract Administrator. The contract shall end on (06/06/2020), with the option to extend the contract for an additional two years.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on CITY until the contract is fully executed and approved by CITY.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment.

V. ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANTS Cost Proposal (<u>Attachment Number 1</u>). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this contract is identified by CITY, CITY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a CITY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both CITY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- CONSULTANT shall not commence performance of work or services until this contract has been approved by CITY, and notification to proceed has been issued by CITY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.

- J. A Task Order is of no force or effect until returned to CITY and signed by an authorized representative of CITY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by CITY.
- K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by CITY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due CITY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to CITY's Contract Administrator at the following address:

(NAME OF CITY/ NAME OF CONTRACT ADMINISTRATOR)

(ADDRESS)

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- M. The total amount payable by CITY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- N. If the CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- P. The total amount payable by CITY for all Task Orders resulting from this contract shall not exceed \$150,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.

VI. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to CITY.

VII. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and CITY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, CITY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and it's certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

VIII. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by CITY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by CITY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

IX. SUBCONTRACTING

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between CITY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to CITY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT.

 CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from CITY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by CITY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

X. STATE PREVAILING WAGE RATES

A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

XI. CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this contract, or any ensuing CITY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing CITY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.
- C. CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- D. CONSULTANT further certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT, will bid on any construction subcontracts included within the construction contract. Additionally, CONSULTANT certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.
- E. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

XII. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

XIII. STATEMENT OF COMPLIANCE

A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the 5applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full.

XIV. DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to CITY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

XV. FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to CITY for the purpose of this contract. In addition, this contract is subject to any additional restrictions,

- limitations, conditions, or any statute enacted by the Congress, State Legislature, or CITY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. CITY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

XVI. CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by CITY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by CITY's Contract Administrator.

XVII. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as CITY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from CITY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting CITY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted,

- industry practices, whether the amount the firm is to be paid under the, contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime CONSULTANTs shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to CITY's Contract Administrator within 30 days.

XVIII. CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, CITY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

XIX. SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by CITY

- Safety Officer and other CITY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, CITY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

XX. INSURANCE

- A. A Commercial General Liability insurance policy is required, CONSULTANT shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:
 - (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property
 - damage, combined single limit coverage, in the minimum amount of \$2,000,000;
 - (ii) An endorsement naming City as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
 - (iii) A provision that said insurance shall be primary and other insurance maintained by the City shall not contribute with the CONSULTANT's insurance;
 - (iv) A provision that said insurance shall provide for thirty (30) days written notice to City of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).
- B. A Commercial Automobile Liability insurance policy is required for each vehicle used including nonowned and hired automobiles, CONSULTANT shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:
 - (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount of \$2,000,000.
 - (ii) An endorsement naming City as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
 - (iii) A provision that said insurance shall be primary and other insurance maintained by the City shall not contribute with the CONSULTANT's insurance;
 - (iv) A provision that said insurance shall provide for thirty (30) days written notice to City of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).
- C. A Worker's Compensation and Employer's Liability insurance policy in the minimum amount of \$1,000,000 per bodily injury or disease is required. CONSULTANT shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of

insurance, or other documentation acceptable to City. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

Before commencing to utilize employees in providing Services under this Contract, CONSULTANT warrants that it will comply with the provisions of the California Labor Code, requiring CONSULTANT to be insured for worker's compensation liability or to undertake a program of self-insurance therefore.

D. Errors and Omissions insurance is required, CONSULTANT shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to City.

XXI. OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in CITY; and no further agreement will be necessary to transfer ownership to CITY. CONSULTANT shall furnish CITY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by CITY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by CITY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 Patent Rights under Government Contracts for federal-aid contracts).
- E. CITY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

XXII. CLAIMS FILED BY CITY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by CITY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with CITY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that CITY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from CITY.

- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or CITY's actions on the same, except to CITY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by CITY, and receipt of CITY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

XXIII. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

XXIV. RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be held by the Agency from progress payments due the prime CONSULTANT. Any retainage held by the prime CONSULTANT or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the prime CONSULTANT, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime CONSULTANT and subconsultants.

XXV. NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:	
	BSK Associates
	ADAM TERRONEZ, PE, GE , Project Manager
	700 22 ND STREET
	BAKERSFIELD, CA 93301
CITY:	(CITY) City of Wasco
	(NAME) Jeremy Bowman, Contract Administrator
	(ADDRESS) 764 E St
	Wasco, CA 93780

XXVI. CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named CITY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

ATTEST:

Duviot Podriguez

City Clerk, City of Wasco

CITY OF WASCO, CALIFORNIA

Tilo Cortez

Mayor, CITY OF WASCO

"CONSULTANT"

BY

Bakersfield Branch Manager, BSK Associates

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (the "Amendment") made this 18th day of August, 2020, by and between the CITY OF WASCO ("City") and BSK ASSOCIATES, INC., a California Corporation, ("Consultant"),

$\underline{\mathbf{W} \mathbf{I} \mathbf{T} \mathbf{N} \mathbf{E} \mathbf{S} \mathbf{S} \mathbf{E} \mathbf{T} \mathbf{H}}$:

WHEREAS, City entered into that certain contract with Consultant dated June 6, 2017 (the "Agreement") in which City has an option to extend the Agreement for an additional two years (the "Option"); and

WHEREAS, City wishes to exercise the Option and the parties wish to amend the Agreement pursuant to the terms and conditions hereinafter described.

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

- 1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim. The capitalized terms used herein shall have the same meaning as in the Agreement unless otherwise specifically described herein.
- 2. Section IV. A of the Agreement states that the Agreement ends on June 6, 2020. Notwithstanding the foregoing, the parties continued to operate under the Agreement on a month to month basis. City hereby exercises the Option and the parties hereby extend the term of the Agreement from June 6, 2020 to and through June 6, 2022. The Agreement is extended under the same terms and conditions as described therein, except that Attachment Number 1 described in the Agreement is hereby replaced with the rates chargeable by Consultant in the 2020 Schedule of Fees, Engineering Personnel Rates and Field Laboratory Tests of Consultant (the "Schedule of Rates"). City hereby acknowledges receipt of the Schedule of Rates.
- 3. Except as amended herein, the Agreement and each of its terms and conditions are hereby reaffirmed. In the event of any inconsistency or ambiguity between the Agreement and this First Amendment, the terms of this First Amendment shall control.
- 4. This First Amendment may be executed in counterparts. A facsimile or electronic copy of this fully executed First Amendment shall be as effective as the original for all purposes.

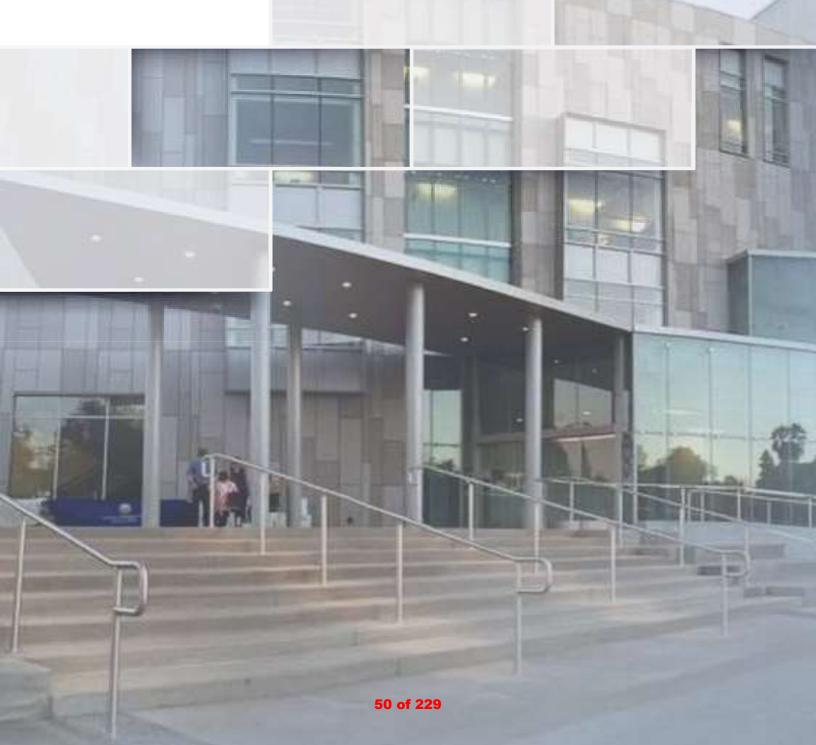
IN WITNESS WHEREOF, the parties have executed this First Amendment on the date first hereinabove written.

TEOFILO CORTEZ, JR. Mayor, City of Wasco California
Name:
Its:



2020 Schedule of Fees

Engineering Personnel Rates and Field and Laboratory Tests



2020 SCHEDULE OF FEES

TABLE OF CONTENTS

PROFESSIONAL STAFF	P-1
FECHNICIAN (Non-Prevailing Wage)	P-1
BASIS OF CHARGES FOR CONSTRUCTION OBSERVATION AND TESTING SERVICES	P-2
SOILS	M-1
MOISTURE / DENSITY CURVES	M-1
PARTICLE SIZE ANALYSES	M-1
ATTERBERG LIMITS	M-1
MOISTURE-DENSITY TEST	M-1
SWELL TESTS	M-1
SHEAR TESTS	M-1
CONSOLIDATION TESTS	M-2
UNCONFINED COMPRESSION TEST	M-2
"R" VALUE DETERMINATION1-2	M-2
CALIFORNIA BEARING RATIO (CBR)	M-2
PERMEABILITY TESTS	M-2
SOIL CORROSIVITY TESTS	M-2
SOIL CEMENT TESTS	M-3
OTHER	M-3
AGGREGATES	M-3
CONCRETE	M-4
CHEMICAL REACTIVITY TESTS	M-5
REINFORCING STEEL	M-5
REINFORCING BAR TESTS	M-5
WIRE FABRIC TESTS - ASTM A-185	M-5
PRESTRESSING CABLES	M-5
WELDING AND STRUCTURAL STEEL	M-5
WELDER QUALIFICATION TESTING	M-5
WELDED SPECIMEN TESTS	M-5
STRUCTURAL STEEL TESTS	M-5
HARDNESS TESTS	M-5
HIGH STRENGTH BOLT TESTS	M-6





2020 SCHEDULE OF FEES

MASONRY	M-6
CONCRETE MASONRY UNITS TESTING - ASTM C-90	M-6
BRICK TESTS	M-6
GROUT AND MORTAR TESTS	M-6
ASPHALT AND PAVEMENT	M-6
BITUMINOUS MATERIALS, ASPHALT, ROAD OIL TESTING	M-6
ASPHALT CONTENT, BITUMEN PERCENTAGE	M-7
INDEX OF RETAINED STRENGTH, ASTM D- 1074, D-1075	M-7
MARSHALL STABILITY, ASTM D-1559	M-7
OTHER	M-7
MISCELLANEOUS	M-8
LUMBER	M-8
PLYWOOD	M-8
CALIBRATION	M-8
GLUE-LAMINATED TIMBERS	M-8
GALVANIZED COATING	M-8
FIREPROOFING	M-8
CARBON	M-8
EOLIDMENT CHAPGES	E_1





PERSONNEL RATES - 2020

PROFESSIONAL STAFF

Principal	(per hour)	\$236	
Senior Professional	(per hour)	210	
Project Professional II (for Senior Management Staff, e.g. On Man Lau and Adam Terronez)	(per hour)	194	
Project Professional I	(per hour)	163	
Staff Professional II	(per hour)	147	
Staff Professional I	(per hour)	131	
Seismic GIS	(per hour)	184	
GIS Specialist	(per hour)	131	
Information Specialist II	(per hour)	147	
Information Specialist I	(per hours) 131	
CAD	(per hour)	95	
Project Administrator	(per hour)	90	
Administrative Assistant/Clerical	(per hour)	82	
TECHNICIAN (Prevailing Wage)			
Group 1 Special Inspector	(per hour)	\$149	
Group 2 Special Inspector	(per hour)	142	
Group 3 Engineering Technician	(per hour)	129	118
Group 4 Field Technician	(per hour)	112	
MISCELLANEOUS			
Per Diem	(per day)	\$150	
	or by 0	Quote	
Litigation support billed at 1	.5 x standar	d rate	
Sworn deposition and arbitration/trial testimony billed at 2 x standard rat	te (4 hr mini	mum)	
Vehicle Mileage			
2-Wheel drive	(per mile)	\$0.88	
4-Wheel drive	(per mile)	2.00	
Outside services	at fee	⊥ 15%	



BASIS OF CHARGES FOR CONSTRUCTION OBSERVATION AND TESTING SERVICES

The prices listed herein are typical of engineering, observation and testing services most frequently provided by BSK. Prices for other services and special quotations will be given upon request. Fees are subject to change without notice.

Unit prices shown for the laboratory work includes reporting of laboratory test results and observations not requiring recommendations or conclusions. Unless otherwise indicated field charges do not include office preparation of test summary and report.

A Premium Rate Charge of 1.25 times will apply for laboratory tests requested to be performed after 5:00 pm and before 8:00 am on weekdays, and all times on weekends or holidays.

Outside consultants, subcontracted services, special equipment, machining, freight, and other charges, are invoiced at cost plus 15% service charge.

The charge schedule listed below is the basis for invoicing of job site field activities for other than Professional personnel.

Field work from 0 to 4 hours (including travel time)	Bill 4 hours 2 hour min.
Field work from 4 to 8 hours(including travel time)	Bill 8 hours
Field work over 8 hours/Saturdays	Bill time and a half
Sundays, holidays and over 12 hours	Bill double time
Swing shift (4:00 P.M. to midnight)	Add \$15.00 per hour
Graveyard shift	Add \$20.00 per hour
Show-up time (no work performed)	Bill 2 hours
Sampling or cylinder pick-up, minimum charge	Bill 2 hours
Mileage Portal to Portal	\$0.88 per mile

Times are invoiced portal to portal from the nearest BSK office/laboratory.

Project administration fees will be charged monthly on each invoice at a rate of 7% administration fees. Project administration includes scheduling, coordination of technicians, inspectors, and equipment, report preparation and distribution. Project administration does not include engineering review time for reports.

DIR/PW administration costs will be charged at the following monthly flat rates:

Certified Payroll/DIR Upload\$	300
Non-Performance Certified Payroll/DIR Upload \$	100
Subcontractor Management/Compliance Forms\$	100
Additional LCP Tracker or Other Compliance Software\$	200
Additional Special Forms\$	150

(DIR admin. to be billed hourly by accounting staff. Project administration to be billed hourly by local administration staff)





FIELD AND LABORATORY TESTS – 2020

SOILS

MOISTURE/DENSITY CURVES	
Standard Proctor 4" Mold, AASHTO T-99 or ASTM D-698 (Unit 484)(per test)	\$244
Modified Proctor 4" Mold, AASHTO T-180 or ASTM D-1557 (Unit 438)(per test)	244
Modified Proctor 6" Mold AASHTO T-180 or ASTM D-1557 (Unit 439)(per test)	259
Caltrans Maximum Wet Density, CAL-216 (Unit 437)(per test)	222
Check Point (Unit 463) (per test)	141
Corps of Engineers (AASHTO modified)(per test)	Quote
PARTICLE SIZE ANALYSES	
Sieve Analysis, with Minus #200 Wash, ASTM D-422 (Unit 477)(per test)	\$176
Minus #200 Sieve Analysis Wash, ASTM D-1140 (Unit 460)(per test)	86
Hydrometer Analysis, ASTM D-422 (Unit 499)(per test)	232
Double Hydrometer Analysis, ASTM D-4221 (Unit 500)(per test)	324
Specific Gravity, ASTM D-854 (Unit 482)(per test)	166
Visual Classification, D-2488 (Unit 495)(per test)	45
Sand Equivalent, ASTM D-2419 (3 determinations) (Unit 497)(per test)	130
Percent Organics in Soil, ASTM D-2974 (Unit 403)(per test)	142
ATTERBERG LIMITS	
Plasticity Index, Liquid Limit/Plastic Limit, ASTM D-4318 (Unit 467)(per test)	\$227
Shrinkage Factors, Shrinkage Limit, ASTM D-427 (Unit 524)(per test)	211
MOISTURE-DENSITY TEST	
Tube Density (Unit 492) (per test)	\$51
Moisture Content, ASTM D-2216 (Unit 462)(per test)	45
SWELL TESTS	
Expansion Index - U.B.C. Standard No. 18-2 (Unit 442)(per test)	\$244
SHEAR TESTS	
Direct Shear, Undisturbed (quick) (3 point test), ASTM D-3080 (Unit 441) (per test)	\$227
Direct Shear, Remolded (quick) (3 point test), ASTM D-3080 (Unit 440) (per test)	271
Triaxial Compression Testing and pore pressure measurements, strain-controlled,	
stress controlled, creep potential determination	Quote





CONSOLIDATION TESTS

ASTM D-2435 (8 point curve) (Unit 430)(per test)	\$433
Extra Points (Unit 431) (per test)	58
Collapse Potential, ASTM D-2435 (Unit 452)(per test)	211
Remolded Consolidation, ASTM D-2435 (Unit 531)(per test)	368
One-dimensional Swell, ASTM D-4546 (Unit 488)(per test)	135
UNCONFINED COMPRESSION TEST	
ASTM D-2166 (stress/strain) (Unit 505)per test)	\$130
"R" VALUE DETERMINATION	
Caltrans Method 301, untreated material	
with stabilometer tests and moisture-density determination (Unit 475) (per test)	\$411 (\$350/test)
Caltrans Method 301, treated material	
samples containing aggregates, cement, lime, or other additives (Unit 552) (per test)	\$455
CALIFORNIA BEARING RATIO (CBR)	
CBR at 100% of maximum dry density,	
ASTM D-1883 inclusive of Maximum Density Curve,	
or AASHTO T-180, Method "D", 1 point method (Unit 412)(per test)	\$530
CBR at 95% of maximum dry density,	
ASTM D-1883 inclusive of Maximum Density Curve,	
or AASHTO T-180, Method "D", 3 points method (Unit 413) (per test)	1,028
PERMEABILITY TESTS	
Rigidwall, ASTM D-2434 (Unit 507)(per test)	\$292
Flexible Wall, ASTM D-5084 (Unit 447)(per test)	455
Remold Flexwall Permeability, ASTM D-5084 (Unit 525) per test)	579
Other forms of Permeability tests	Quote
SOIL CORROSIVITY TESTS	
Minimum resistivity, CAL-643 (Unit 471)(per test)	\$146
pH (Unit 435)(per test)	68
Soluble Sulfate, Chloride and Sulfide (Unit 434)(per test)	135
Oxidation Reduction of Soil (Unit 513)(per test)	58





SOIL CEMENT TESTS

Soil Cement Mix Design per PCA soil cement laboratory handbook Chapter 5 - includes Atterberg limits, sieve analysis, moisture-density, compression tests and freeze-thaw, or wetting-drying tests(per test) Quote Freeze-thaw abrasion, set of 3 (sample preparation not included), D-560 (Unit 448) (per test) \$649 Wetting-drying abrasion, set of 3 (sample preparation not included), D-559 (Unit 496) (per test) Preparation of freeze-thaw or wetting-drying tests, set of 3 at varying cement content (Unit 554)(per test) 779 Compression tests, laboratory mixed and compacted samples, set of 3 (Unit 479)........... (per test) 249 Cement content of soil cement (ASTM C-1084 modified) (Unit 545)(per test) 249 **OTHER** Sample preparation fee (Unit 506)(per test) \$68 Crumb test, ASTM D-6572 (Unit 518)(per test) 81 Pinhole Dispersion test (Unit 529)(per test) 259 Sand Density Calibration, ASTM D-1566 (Unit 522)......(per test) 97 **AGGREGATES** Sieve Analysis, coarse or fine (without wash), ASTM C-136 (Unit 478)......(per test) \$86 Inclusive of fineness modulus......(per test) 95 Wash Analysis, amount of material finer than No. 200 sieve, ASTM C-117 (Unit 408)....... (per test) 86 Specific Gravity, absorption coarse, ASTM C-127 (Unit 480)......(per test) 166 Specific Gravity and absorption, ASTM C-128 Fine (Unit 481)(per test) 166 Organic impurities, ASTM C-40 (Unit 464)......(per test) 86 Percent clay lumps and friable particles, ASTM C-142 (Unit 402)(per test) 84 Percent flat and elongated particles, ASTM D-4791 (Unit 401)......(per test) 130 Fine Aggregate Angularity, AASHTO 3040 (Unit 584)(per test) 84 Moisture Content, ASTM D-2216 (Unit 462)(per test) 45 Weight per cubic foot, ASTM C-29 Compact (Unit 537)......(per test) 81 Loose (Unit 538)......(per test) 68 Abrasion by Los Angeles Rattler test, ASTM C-131 Small size coarse aggregate (Unit 501)......(per test) 244 Large size coarse aggregate(per test) 305 Sulfate Soundness (5 cycles), ASTM C-88 per sieve size (Unit 485)......(per test) 113 Minimum charge per sample(per test) 372





Relative Mortar strength of sand, ASTM C-87 (Unit 514)	. (per test)	443
Sand Equivalent, Caltrans method 217-I, or ASTM D-2419 (Unit 497)	. (per test)	130
Durability Index, Caltrans method 229-E, per fraction (Unit 498)	. (per test)	259
Potential Reactivity, ASTM C-289 (Unit 469)	. (per test)	Quote
Cleanness value, Caltrans method 227-E (Unit 503)	. (per test)	187
Hydrometer Analysis, Caltrans method 205-E, or ASTM D-422 (Unit 499)	. (per test)	232
Percentage of crushed particles, Caltrans method 205 (Unit 400)	. (per test)	171
Lightweight pieces, ASTM C-123 (Unit 502)	. (per test)	227
CONCRETE		
Cement content of hardened concrete, ASTM C-1084 (Unit 540)	. (per test)	\$390
Chemical test, ASTM C-150 (types I through auger)	. per test)	Quote
Time of setting of hydraulic cement, ASTM C-191 (Unit 549)	. (per test)	324
Specific gravity of hydraulic cement, ASTM C-991	. (per test)	160
Volume change of cement, mortar or concrete (drying shrinkage), ASTM C-157 (Unit 427) (per test)	\$411
Compressive test, 6" x 12" cylinder, ASTM C-39 (1 cylinder) (Unit 421)	. (per test)	35
Compressive test, 6" x 12" cylinder, ASTM C-39 (sets of 4) (Unit 422)	. (per set)	141
Compressive test, cored specimens, ASTM C-39/C-42 (Unit 416)	. (per test)	63
Preparation of specimens, diamond sawing (each end) (Unit 504)	.(per test)	70
Compressive strength of shotcrete panel (set of 3*) (Unit 418)	. (per pane	l) 330
Proportion of cement in hardened concrete, ASTM C-85	. (per test)	372
Flexural test of concrete beam, ASTM C-78 (Unit 426)	. (per test)	92
Splitting tensile strength of concrete cylinders, ASTM C-496 (Unit 516)	. (per test)	92
"AZ" test-reinforced concrete pipe "Life Factor" (C2CO3 Equivalent)	. (per test)	83
9 point core measurements, ASTM C-174 (Unit 517)	. (per test)	35
Compressive test, gunite (Unit 417)	. (per test)	63
Concrete Trial Batch (Unit 428)	. (per test)	Quote
Unit weight and absorption of hardened concrete, ASTM D-642 (Unit 494)	. (per test)	130
Accelerated curing of concrete, ASTM C-684 (set of 2) (Unit 515)	. (per test)	259
Cylinder molds	. (each)	7
Storage of concrete cylinders for more than 45 days	. (each)	60
RH Probe (Unit 336)	. (each)	60
Calcium Chloride Kit	. (each)	40





^{*}Does not include coring

CHEMICAL REACTIVITY TESTS Mixing water: pH, electrical conductance, chloride, sulfate (Unit 434)(per test) \$ 123 Contact soil: pH, electrical conductance, chloride, sulfate (Unit 435)(per test) REINFORCING STEEL **REINFORCING BAR TESTS** Tensile test, #3 through #8 bars (Unit 489) (per test) \$153 Tensile test, #9 through #11 bars (Unit 490)(per test) 153 Bend test (Unit 444).....(per test) 63 WIRE FABRIC TESTS - ASTM A-185 Weld shear test (average of 4)......(per test) Quote **PRESTRESSING CABLES** Tensile and elongation, ASTM A-416 or ASTM A-421......(per test) \$281 Slip and Tensile Rebar Couplers (CT 670) (Unit 436)(per test) WELDING AND STRUCTURAL STEEL WELDER / PROCEDURE WELDER QUALIFICATION TESTING Structural welding (machining included, per position - witnessing not included) Groove weld, 3/8" plate(per test) Quote **WELDED SPECIMEN TESTS** Face Bend (preparation not included) (Unit 444)......(per test) \$63 Root Bend (preparation not included) (Unit 474)(per test) 63 Side Bend (preparation not included) (Unit 476)(per test) 63





Tensile test (machining not included) (Unit 491)(per test)

Bend test (machining not included) (Unit 543)......(per test)

Machining charges (Unit 542)......per coupon) Quote



\$86

74

HARDNESS TESTS

STRUCTURAL STEEL TESTS

HIGH STRENGTH BOLT TESTS

Bolt Ultimate Load (Unit 566)	\$146
Bolt Hardness (set of 3) (Unit 567)(per test)	103
Nut Hardness (set of 3) (Unit 569)(per test)	103
Washer Hardness (set of 3) (Unit 570)(per test)	103
Proof Loading, bolt or nut (Unit 568)(per test)	146
MASONRY	
CONCRETE MASONRY UNITS TESTING - ASTM C-90	
Compression test pavers (Unit 425) (per test)	\$ 80
Compressive test composite CMU prism (Unit 420)(per test)	171
Specific gravity and unit weight(per test)	119
Moisture Content(per test)	55
Compression test, masonry units, ASTM C-140 (Unit 415) (per test)	108
Absorption test including moisture content, masonry units, ASTM C-140 (Unit 493) (per test)	108
Lineal Shrinkage, masonry unit, per specimen (Unit 509)(per set)	417
Shear test on masonry core	194
Core Compression/Shear (Unit 459)(per test)	113
BRICK TESTS	
BRICK TESTS Compression test, ASTM C-67 (Unit 520)	\$81
	\$81 81
Compression test, ASTM C-67 (Unit 520)(per test)	-
Compression test, ASTM C-67 (Unit 520)	81
Compression test, ASTM C-67 (Unit 520)	\$1 \$124
Compression test, ASTM C-67 (Unit 520)	\$1 \$124
Compression test, ASTM C-67 (Unit 520)	\$1 \$124
Compression test, ASTM C-67 (Unit 520)	\$1 \$124
Compression test, ASTM C-67 (Unit 520)	\$124 113
Compression test, ASTM C-67 (Unit 520)	\$124 113
Compression test, ASTM C-67 (Unit 520)	\$124 113 \$3,212 3,807
Compression test, ASTM C-67 (Unit 520)	\$124 113 \$3,212 3,807 9,275
Compression test, ASTM C-67 (Unit 520)	\$124 113 \$3,212 3,807 9,275 5,375
Compression test, ASTM C-67 (Unit 520)	\$124 113 \$3,212 3,807 9,275 5,375
Compression test, ASTM C-67 (Unit 520)	\$124 113 \$3,212 3,807 9,275 5,375 5,000 650





ASPHALT CONTENT, BITUMEN PERCENTAGE

ASTM-D2172 (centrifuge method) (Unit 410)(per test)	\$297
Ash Correction (Unit 409)(per test)	297
ASTM D-6307 or CAL-382 (ignition method) (Unit 404) (per test)	232
Moisture content of asphalt, CAL-370 (Unit 536)(per test)	68
Gradation of extracted sample, ASTM D-5444 (Unit 449)(per test)	141
Film Stripping (excludes specific gravity of aggregate) (Unit 555)(per test)	92
Compaction/Preparation of HMA Briquette (CT 304) (Unit 451)(per test)	227
Stabilometer value, CAL-366 (Unit 544)(per test)	182
Specific gravity of compacted sample or core, ASTM D-2726 (Unit 406) (per test)	58
Specific gravity of asphalt concrete, ASTM D-2041, rice method (Unit 472)(per test)	259
Moisture Vapor Susceptibility, CAL-307 (Unit 539)(per test)	211
Surface abrasion of compacted bituminous mixtures, CAL-360-A or B (Unit 487)(per test)	519
INDEX OF RETAINED STRENGTH, ASTM D-1074, D-1075	
Per set of 6 (lab-mixed samples - not including mix design) (Unit 556)(per test)	\$465
Maximum density of asphalt concrete, CAL-375 (average of 5 specimens) (Unit 407) (per test)	465
MARSHALL STABILITY AND PLASTIC FLOW OF BITUMINOUS MATERIALS, ASTM D-1559,	
Per set of 3 (lab-mixed samples - not including mix design)(per test)	\$259
Solvent disposal fee	44
Calculated AC Maximum Density, CAL-367 (Unit 519)(per test)	103
Marshall Maximum Density, ASTM D-6926 (Unit (456)(per test)	302
Examination of AC Cores (Unit 532)(per test)	\$ 35
Thickness determination of AC Cores (Unit 533)(per test)	23
AC Tensile – Strength Ratio, ASTM D-4867	
Premixed (Unit 534)(per test)	671
Lab mixed (Unit 535)(per test)	790
Hamburg Wheel Track, AASHTO T324 (Unit 575)(per test)	2,726
Gyratory Compaction, AASHTO T312 (Unit (576)(per test)	347





MISCELLANEOUS

LUMBER

Specific gravity and shrinkage, ASTM D-14(per test)	\$115
Moisture content of wood	
ASTM D-2016, method "A" (oven dry)(per test)	50
ASTM D-2016, method "B" (electronic meter)(per test)	35
PLYWOOD	
Plywood Glue Shear test, ASTM D-805(per test)	Quote
Moisture absorption of plywood, ASTM D-805(per test)	\$80
CALIBRATION	
Torque Wrench (Unit 546)(per test)	\$175
Hydraulic Jack (Unit 547)(per test)	165
GLUE-LAMINATED TIMBERS	
Finger Joint Tension test, AITC test 106 (preparation not included)(per test)	\$55
Bending test for end joints, AITC test 105(per test)	55
Adhesive Spread Measurement, AITC test 10(per test)	55
Moisture content and specific gravity, AITC test 111, ASTM D-805-72(per test)	80
GALVANIZED COATING	
Weight of galvanized coating, ASTM A-90 (Unit 541)(per test)	\$100
FIREPROOFING	
Dry Density, ASTM E-605 (each) (Unit 446)(per test)	\$ 98
Cohesion/Adhesion (each) (Unit 414)(per test)	130
CARBON	
Carbon Ro-Tapp Abrasion (Unit 526)(per test)	\$173
Carbon Sieve Analysis (Unit (527)(per test)	89





EQUIPMENT CHARGES – 2020

2-Wheel-drive (Unit 10) (per mile) \$0.88 4-Wheel-drive (Unit 15) (per mile) 2.00 MATERIALS TESTING* Portable power auger (Unit 221) (per day) \$85 Nuclear density gauge (Unit 218) (per day) 58 (no extra charge) Ultrasonic weld testing equipment (Unit 230) (per day) 58 Anchor testing equipment (Unit 202) (per day) 58 Schmidt hammer (per day) 50 Skidmore Wilhelm bolt tension calibrator (Unit 227) (per day) 58 Scanning equipment (for plate thickness) (Unit 225) (per day) 52 Inductive and conductive pipe locator (per day) 52 Air meter (concrete) (Unit 201) (per day) 58 Wood moisture meter (Unit 234) (per day) 58 Ferroscan (Unit 236) (per day) 13 * Equipment Charges Do Not Include Operators CORING* Coring equipment (includes bit charges) asphaltic concrete (Unit 207) (per hour) \$170 (\$200/day) *A handling/disposal fee of \$10 may be assessed to each soil sample and tube obtained from the field for environmental projects. Traffic control costs, if required, are in addition to any drilling and/or coring costs. Scaffolding/rigging costs, if required, are in addition to any drilling and/or coring costs. Scaffolding/rigging costs, if required, are in addition to any coring costs. Floor flatness testing (Unit 337) (per hour) \$142				
4-Wheel drive (Unit 15) (per mile) 2.00 MATERIALS TESTING* Portable power auger (Unit 221) (per day) \$85 Nuclear density gauge (Unit 218) (per day) 58 (no extra charge) (per day) 58 Nuclear density gauge (Unit 229) (per day) 58 Anchor testing equipment (Unit 202) (per day) 58 Schmidt hammer (per day) 50 Skidmore Wilhelm bolt tension calibrator (Unit 227) (per day) 50 "R" meter (Unit 222) (per day) 58 Scanning equipment (for plate thickness) (Unit 225) (per day) 52 Inductive and conductive pipe locator (per day) 52 Air meter (concrete) (Unit 201) (per day) 58 Wood moisture meter (Unit 234) (per day) 58 Ferroscan (Unit 236) (per day) 113 * Equipment Charges Do Not Include Operators CORING* Coring equipment (includes bit charges) asphaltic concrete (Unit 207) (per hour) 5170 (\$200/day) *A handling/disposal fee of \$10 may be assessed to each soil sample and tube obtained from the field for environmental projects. Traffic control costs, if required, are in addition to any drilling and/or coring costs. Scaffolding/rigging costs, if required, are in addition to any drilling and/or coring costs. Scaffolding/rigging costs, if required, are in addition to any drilling and/or coring costs. Scaffolding/rigging costs, if required, are in addition to any drilling and/or coring costs. Scaffolding/rigging costs, if required, are in addition to any coring costs. Floor flatness testing (Unit 232) (per day) \$118 Truck with well sampling equipment (per day) \$118 Truck with well sampling equipment (per day) \$110	VEHICLE MILEAGE			
MATERIALS TESTING* Portable power auger (Unit 221)	2-Wheel drive (Unit 10)	(per mile)	\$0.88	
Portable power auger (Unit 221)	4-Wheel drive (Unit 15)	(per mile)	2.00	
Nuclear density gauge (Unit 218)	MATERIALS TESTING*			
Ultrasonic weld testing equipment (Unit 230)	Portable power auger (Unit 221)	(per day)	\$85	
Torque wrench (Unit 229)	Nuclear density gauge (Unit 218)	(per day)		-
Anchor testing equipment (Unit 202)	Ultrasonic weld testing equipment (Unit 230)	(per day)	58	charge)
Schmidt hammer	Torque wrench (Unit 229)	(per day)	58	
Skidmore Wilhelm bolt tension calibrator (Unit 227)	Anchor testing equipment (Unit 202)	(per day)	58	
"R" meter (Unit 222)	Schmidt hammer	(per day)	50	
Scanning equipment (for plate thickness) (Unit 225)	Skidmore Wilhelm bolt tension calibrator (Unit 227)	(per day)	50	
Air meter (concrete) (Unit 201)	"R" meter (Unit 222)	(per day)	58	
Air meter (concrete) (Unit 201)	Scanning equipment (for plate thickness) (Unit 225)	(per day)	52	
Wood moisture meter (Unit 234)	Inductive and conductive pipe locator	(per day)	52	
*Equipment Charges Do Not Include Operators *CORING* Coring equipment (includes bit charges) asphaltic concrete (Unit 207)	Air meter (concrete) (Unit 201)	(per day)	58	
* Equipment Charges Do Not Include Operators **CORING** Coring equipment (includes bit charges) asphaltic concrete (Unit 207)	Wood moisture meter (Unit 234)	(per day)	58	
Coring equipment (includes bit charges) asphaltic concrete (Unit 207)	Ferroscan (Unit 236)	(per day)	113	
Coring equipment (includes bit charges) asphaltic concrete (Unit 207)	* Equipment Charges Do Not Include Operators			
Coring equipment (includes bit charges) concrete or masonry (Unit 207)	CORING*			
*A handling/disposal fee of \$10 may be assessed to each soil sample and tube obtained from the field for environmental projects. Traffic control costs, if required, are in addition to any drilling and/or coring costs. Scaffolding/rigging costs, if required, are in addition to any coring costs. Floor flatness testing (Unit 337)	Coring equipment (includes bit charges) asphaltic concrete (Unit 207)	(per hour)	\$170	(\$200/day
for environmental projects. Traffic control costs, if required, are in addition to any drilling and/or coring costs. Scaffolding/rigging costs, if required, are in addition to any coring costs. Floor flatness testing (Unit 337)	Coring equipment (includes bit charges) concrete or masonry (Unit 207)	(per hour)	170	(\$200/day
GROUNDWATER SAMPLING/ENVIRONMENTAL TESTING EQUIPMENT* Field Vehicle truck (Unit 232)(per day) \$118 Truck with well sampling equipment(per day) 410				
Field Vehicle truck (Unit 232)(per day) \$118 Truck with well sampling equipment(per day) 410	Floor flatness testing (Unit 337)	per hour)	\$142	
Truck with well sampling equipment(per day) 410	GROUNDWATER SAMPLING/ENVIRONMENTAL TESTING EQUIPMENT*			
Truck with well sampling equipment(per day) 410	Field Vehicle truck (Unit 232)	(per day)	\$118	
			410	
			120	



Well sounder (Unit 131)......(per day)

Generator (Unit 221)......(per day)



47

90

Groundwater field parameter meter -pH\EC (126)	(per day)	47
Dissolved oxygen met (Unit 210)	(per day)	60
Turbidity kit (Unit 129)	(per day)	60
Flow monitoring equipment (Unit 326)	(per day)	340
Combustible gas indicator (Unit 117)	(per day)	68
OVM PID meter (Unit 127)	(per day)	90
Gas detector/LEL meter (Unit 328)	(per day)	40
Landfill gas chromatograph (Unit 329)	(per day)	225
Sound level meter (Unit 331)	(per day)	35
Disposable bailer (Unit 335)	(per unit)	22
Disposable water sample filters (Unit 130)	(per unit)	26
Hand auger and soil sampler (Unit 213)	(per day)	210
Teflon tubing (Unit 135)	(per foot)	7
Water level transducers (Unit 332)	(each)	12
Sample sleeve (including caps, Teflon) 6" (Unit 333)	(per sample) 10
Sample sleeve (including caps, Teflon) 3" (Unit 334)	(per sample) 6
GPS (handheld) (Unit 235)	(per day)	84
ANALYSIS SOFTWARE USAGE FEES		
gINT (Project) (Unit 800)		\$ 53
gINT (Project) (Unit 800) LPile (Project) (Unit 801)		\$ 53 53
LPile (Project) (Unit 801)		53
LPile (Project) (Unit 801)		53 53
LPile (Project) (Unit 801) APile (Project) (Unit 802) SHAFT (Project) (Unit 803)		53 53 53
LPile (Project) (Unit 801) APile (Project) (Unit 802) SHAFT (Project) (Unit 803) GROUP (Project) (Unit 804)		53 53 53 105
LPile (Project) (Unit 801) APile (Project) (Unit 802) SHAFT (Project) (Unit 803) GROUP (Project) (Unit 804) Cliq (Project) (Unit 805)		53 53 53 105 53
LPile (Project) (Unit 801) APile (Project) (Unit 802) SHAFT (Project) (Unit 803) GROUP (Project) (Unit 804) Cliq (Project) (Unit 805) LiqueyfyPro (Project) (Unit 806)		53 53 53 105 53 53
LPile (Project) (Unit 801) APile (Project) (Unit 802) SHAFT (Project) (Unit 803) GROUP (Project) (Unit 804) Cliq (Project) (Unit 805) LiqueyfyPro (Project) (Unit 806)		53 53 53 105 53 53
LPile (Project) (Unit 801) APile (Project) (Unit 802) SHAFT (Project) (Unit 803) GROUP (Project) (Unit 804) Cliq (Project) (Unit 805) LiqueyfyPro (Project) (Unit 806) LiqIT (Project) (Unit 807). NovoLIQ (Project) (Unit NOVOLIQ)		53 53 53 105 53 53 53
LPile (Project) (Unit 801) APile (Project) (Unit 802) SHAFT (Project) (Unit 803) GROUP (Project) (Unit 804) Cliq (Project) (Unit 805) LiqueyfyPro (Project) (Unit 806) LiqIT (Project) (Unit 807) NovoLIQ (Project) (Unit NOVOLIQ) Slide (Project) (Unit 808)		53 53 53 105 53 53 53 105
LPile (Project) (Unit 801) APile (Project) (Unit 802) SHAFT (Project) (Unit 803) GROUP (Project) (Unit 804) Cliq (Project) (Unit 805) LiqueyfyPro (Project) (Unit 806) LiqIT (Project) (Unit 807) NovoLIQ (Project) (Unit NOVOLIQ) Slide (Project) (Unit 808) Settle3D (Project) (Unit 809)		53 53 105 53 53 53 53 105 105







STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager

Biridiana Bishop, Public Works Director

Charles Sobolewski, Deputy Public Works Director

DATE: August 18, 2020

SUBJECT: Adopt A Resolution Authorizing The City Manager To Make A One-

Time Payment to Central California Power For Refuse Truck Repairs in

the amount of \$19,785.64

Recommendation:

Staff recommends the City of Wasco adopts a resolution authorizing the City Manager to make a one-time payment to Central California Power for refuse truck repairs in the amount of \$19,785.64.

Discussion:

On August 3, 2020, while on route performing solid waste pickups for the City, the driver for refuse truck #13 experienced and reported major engine malfunctions and returned the vehicle to the Public Works shop for further troubleshooting.

Public Works shop staff determined there was a major engine problem with truck #13; however, further investigation was needed to perform an internal visual engine inspection. Public Works shop staff had truck #13 towed to Central California Power in Bakersfield, CA, to perform a further internal visual inspection and diagnose the cause of the malfunction.

After further inspection, Central California Power discovered that the engine experienced major mechanical failure within the top end of the engine assembly. Investigation revealed that cylinder head attachment bolts had broken off the engine casing and caused damage to the engine block, cylinders, and heads. The breakdown of this repair required extensive disassembling and breakdown of the engine, cooling, and transmission systems to repair and replace damaged engine components with an estimated time to repair of Tuesday, August 18, 2020.

As a result, the City currently has no spare refuse vehicles to support solid waste operations should another refuse vehicle become out of service for

maintenance. Truck #13 is one of two spare refuse vehicles used for solid waste disposal operations for the City. Truck #15 is also used as a spare refuse vehicle; however, it is not expected to be in commission until August 28, 2020, due to hydraulic malfunction. Below is a table reflecting the current age and mileage of the City's refuse trucks. Refuse trucks typically have a 7 to 10-year effective operating life. Five of the nine refuse trucks are over 10 years old. City Council approved to replace two refuse trucks this fiscal year.

Vehicle No.	Make	Model	Year	Replacement Yr.	Mileage	Туре
#16	Peterbilt	Cabover	2000	20-21	Not Available	Commercial
#15	Auto Car	Cabover	2006	20-21	130,530	Residential
#13	Auto Car	Cabover	2007	21-22	135,861	Residential
#18	Auto Car	Cabover	2007	23-24	104,418	Commercial
#22	Peterbilt	Cabover	2010	22-23	113,172	Residential
#23	Mack	Cabover	2014	24-25	64,303	Residential
#14	Mack	Cabover	2015	27-28	46,555	Commercial
#24	Auto Car	Cabover	2016	28-29	34,831	Residential
#19A	Auto Car	Cabover	2018	30-31	26,144	Residential

Fiscal Impact:

\$19,785.64 to be paid out of Sanitation Departments Shop Service Fees

Attachments:

- 1. Resolution
- 2. Central California Power Invoice

RESOLUTION NO.	2020 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO MAKE A ONE-TIME PAYMENT TO CENTRAL CALIFORNIA POWER FOR REFUSE TRUCK REPAIRS IN THE AMOUNT OF \$19,785.64

WHEREAS, the City has determined that Public Works refuse truck #13 experience a major engine malfunction; and

WHEREAS, the major malfunction was investigated and revealed extensive engine damage to refuse truck #13; and,

WHEREAS, the damage requires an extensive breakdown of the truck engine and related components and,

WHEREAS, the estimate outlining the recommended costs for repair and replacement of engine components can be found in Exhibit "A"; and,

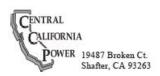
WHEREAS, the funding for refuse truck #13 repairs will be funded through Sanitation Shop Service Fees not to exceed \$19,785.64; and,

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

SECTION 1: Authorizes the City Manager to make a one-time payment to Central California Power for refuse truck repairs in the amount of \$19,785.64.

	egoing Resolution No. 2020 he City of Wasco at a regular med te:	•
COUNCIL MEMBERS: AYES: NOES: ABSTAIN: ABSENT:	CORTEZ, ESPITIA, GARCIA PALLARES, F	REYNA
Attest:		O CORTEZ JR., of the City of Wasco
MARIA O. MARTINEZ CITY CLERK and Ex Offi		

the Council of the City of Wasco

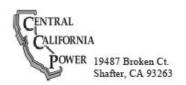


Date	S.O. No.
8/3/2020	98832

Name / Address						
City of Wasco 764 E.St Wasco,Ca 93280 Attn: Acct Payable						
PO#	Project	Terms	Equip Hours	Equip Mi	les	REQ#
		Net 30	14840.9	135861.	9	
Equip#	Vehicle ID #	Equip Type	Engine ID #	License	#	Trans ID #
13	5VCDC6MF47H203997	AUTOCAR	46619323	125535	3	
Item	c	Description		Ordered	Rate	Amount
A MANAGE TO	TROUBLESHOT ENGINE FOR BAD CAUSING ENGINE AND TMOUNTS ALSO BAD CAUSING LEAK AT ROCKER BOX. REM TO GAIN ACCESS. REMOVED SLUDGE AND BUILD UP. FOO BOLTS WERE LOOSE FLOATH ADVISED CUSTOMER THAT CREMOVED AND INSPECTED A REMOVED ACCYS AND COMM MANIFOLD, VALVE COVER, I ACCYS ASSOCIATED WITH CAND INSPECTED ENGINE. FOO KITS. ADVISED CUSTOMER FOOLLY WANTS TO REBUILD CREPAIRS ON ENGINE. SEND OF HEAD REBUILT COMPLETE. SURFACE AND PRESSURE TE PARTS. REINSTALL CYLINDE HEAD BOLTS AND NEW HEAD RESULTS AND RES	IRANSMISSION TO S G MOVEMENT. FOUL IOVED ACCESSORIE I ROCKER BOX, FOUL IND HEAD BOLTS BE ING ON TOP OF CYLIN CYLINDER HEAD WO AND EXTRACT BROWN PONENTS, EXHAUST INJECTORS, ROCKER YLINDER HEAD. RE INJECTORS, ROCKER YLINDER HEAD WIF TOUT HEAD TO MACH REPLACE VALVE GU ST. CLEAN AND PRE IN HEAD BACK ON E D GASKET. TORQUE FOLD WITH NEW GAS TO GASKETS. REINS TORS WITH NEW ORI TES TO SPECS. REINS E AND REPLACE WA	HIFT. REAR MOTOR ND EXCESSIVE OIL S AND COMPONENTS ND EXCESSIVE ROKEN OFF. HEAD NDER HEAD. DULD NEED TO BE LEN OFF BOLTS. TURBO, EXHAUST S, ALL FRONT END MOVED SYL HEAD EAR ON CYLINDER AME. CUSTOMER HOUT ANY FURTHER LINE SHOP TO HAVE DIDES, SEALS, EP BLOCK AND ALL NGINE WITH NEW HEAD TO SPECS. SKETS, REINSTALL TALL ROCKERS. NGS. PERFORM STALL VALVE COVER.			
to chemicals which	roducts purchased and/or used in the service/repair of h are known to the State of California to cause cancer- eproductive harm. www.P65Warnings.ca.gov		Subto			
Signature			Sales	Tax (7	.25%)	
16			Tota	il		

19487 Broken Ct * Shafter, CA 93263 * 661.589.2870 * ccp@gensets.com * www.gensets.com

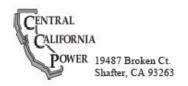
Page 1



Date	S.O. No.
8/3/2020	98832

Name / Addres	55					
City of Wasco 764 E.St Wasco,Ca 93280 Attn: Acct Payable	ı.					
PO#	Project	Terms	Equip Hours	Equip Mil	es	REQ#
		Net 30	14840.9	135861.	9	
Equip #	Vehicle ID #	Equip Type	Engine ID #	License	#	Trans ID #
13	5VCDC6MF47H203997	AUTOCAR	46619323	1255353	3	
Item		Description		Ordered	Rate	Amount
	MOUNTS AND INSTALL NEW REMOVE PTO, TEAR DOWN, I HITTING LEAF SPRING FROM MOTOR MOUNTS. REINSTAL TRANSYN FLUID. REPLACE AREPLACE OIL FILTER, FUEL TEST COOLING SYSTEM FOR ALL CODES. ROAD TEST ANI	RESEAL PTO. PTO IS EXCESSIVE MOVEM L PTO. FILL TRANSM ALL BAD HOSES ANI FILTERS AND AIR FIL LEAKS. HOOK UP L	DAMAGED FROM MENT FROM BAD MISSION WITH NEW D BELTS ON ENGINE. TER. PRESSURE			
LABOR-1	HOURLY CHARGE	J STEAM CLEAN.		65	135.00	8,775.00
Shop Supplies	Shop Supplies			0.5	7.00%	614.25T
RLGSK	KIT.SEAL PTO MUNCIE			1	104.27	104.27T
11T37795	PTO OUTPUT SHAFT SEAL			1	19.40	19.40T
3959798	GASKET, VALVE COVER			1	41.60	41.60T
5272959	GASKET, ROCKER BOX			1	16.94	16.94T
5579029	KIT, UPPER HEAD GASKET			1	594.62	594.62T
3960043	BOLT, HEAD			26	9.86	256.36T
5284362	COOLER, OIL			1	234.05	234.05T
3929011	GASKET, OIL COOLER			1	24.87	24.87T
3918174	GASKET, OIL COOLER			1	18.29	18.29T
5332563	PAN GASKET			1	54.68	54.68T
P551103 BOIL	FF/WS FILTER(DONALDSON) OIL, 15W40 URSA BULK			1 8	35.41 17.33	35.41T 138.64T
BELC	FLUID, ANTIFREEZE 50/50 RE	D/DITT P/GALLOND		12	19.20	230.40T
GTRANSYND	OIL,TRANSYND 295	D(BULK GALLON)		5	61.00	305.00T
P553000	FILTER, OIL(DONALDSON)			1	40.82	40.82T
P550774	FILTER, FUEL			1	17.10	17.10T
P552071	FILTER, COOLANT(DONALDS	ON)		i	12.57	12.57T
to chemicals wi	products purchased and/or used in the service/repair ca hich are known to the State of California to cause cancer : reproductive harm. www.PSWarnings.ca.gov		Subt	otal		
Signature			Sales	s Tax (7.	25%)	
			Tota	al	<u> </u>	

19487 Broken Ct * Shafter, CA 93263 * 661.589.2870 * ccp@gensets.com * www.gensets.com

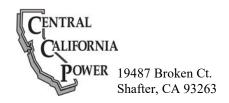


Date	S.O. No.
8/3/2020	98832

Name / Address	i i						
City of Wasco 764 E.St Wasco,Ca 93280							
Attn: Acct Payable							
PO#	Project	Terms	Equip H	ours	Equip Mi	iles	REQ#
		Net 30	14840	.9	135861	9	
Equip#	Vehicle ID #	Equip Type	Engine	ID#	License	# 1	rans ID#
13	5VCDC6MF47H203997	AUTOCAR	466193	23	125535	3	
Item		Description			Ordered	Rate	Amount
17480	BELT, A/C				1	26.99	26.99T
K080745HD	BELT, SERPENTINE				1	100.58	100.58T
5284903	THERMOSTAT				1	72.49	72.491
5398279	GASKET, COOLANT OUTLET				1	11.99	11.997
3944000	AIR COMPRESSOR BRACKET				1	66.82	66.821
P527682	FILTER, PRIMARY AIR(DONA				î	89.03	89.037
3081658	MOTOR MOUNT	LD5011)			1	241.20	241.201
3964093	BREATHER HOUSING				1	79.26	79.261
3818824	NUT				4	3.42	13.687
5286984	STUD, TURBO				4	9.40	37.601
5446734	LINE, NO.1 FUEL				1	33.24	33.241
5446735	LINE, NO. 2.3.4 FUEL				3	72.30	216.907
5446736	LINE, NO.5 FUEL				1	32.21	32.217
5446737	LINE, NO.6 FUEL				1	72.71	72.717
2872288	CONNECTOR, INJ FUEL SUPP	ıv			6	55.85	335.10T
REPAIR	REBUILD CYLINDER HEAD C				1	3,059.70	3,059.70
5526-062					5	3,039.70	17.50T
SHC9410	HOSE, SILICONE ROLL 5/8" (I CLAMP, SILICONE HOSE	PERFI)(GAIES)			2	3.01	6.021
B9418228	12-POINT STARTER BOLT				3	5.44	16.32T
DPF CLEANING	DPF BAKE				1	450.00	450.00
4089647	WATER PUMP				1	171.72	171.727
3944593	EXHAUST MANIFOLD BOLT				12	4.25	51.007
					1717	1777	
4017567 Misc Charge	inj hold down bolts MISC HOSES, CLAMPS, FITTII NEEDED	NGS, GASKETS, LINE	S AND SEALS	12	12	4.57 2,478.56	54.84T 2,478.56T
HAZW	HAZ WASTE				1	9.50	9.50
to chemicals which	undiucts purchased and/or used in the service/repair co there known to the State of California to cause cancer eproductive harm. www.f95Varrings.ca.gov		93	Subto	tal		\$19,279.23
Signature			8 .	Sales	Тах (7	.25%)	\$506.41
36				Total	l		\$19,785.64

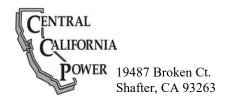
19487 Broken Ct * Shafter, CA 93263 * 661.589.2870 * ccp@gensets.com * www.gensets.com

Page 3



Date	S.O. No.
8/3/2020	98832

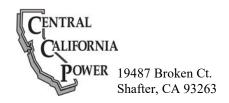
Name / Address								
City of Wasco 764 E.St Wasco,Ca 93280 Attn: Acct Payable								
PO#	Project	Terms	Equip Ho	urs	Equip Miles		REQ#	
		Net 30	14840.9)	135861.	.9		
Equip #	Vehicle ID #	Equip Type	Engine ID	D #	License	#	Trans ID #	
13	5VCDC6MF47H203997	AUTOCAR	4661932	23	125535	3		
Item		Description			Ordered	Rate	Amount	
WARNING: The pro	TROUBLESHOT ENGINE FOR A BAD CAUSING ENGINE AND TO MOUNTS ALSO BAD CAUSING LEAK AT ROCKER BOX. REM TO GAIN ACCESS. REMOVED SLUDGE AND BUILD UP. FOU BOLTS WERE LOOSE FLOATH ADVISED CUSTOMER THAT CREMOVED AND INSPECTED AREMOVED ACCYS AND COMINANIFOLD, VALVE COVER, IT ACCYS ASSOCIATED WITH CAND INSPECTED ENGINE. FOR KITS. ADVISED CUSTOMER BONLY WANTS TO REBUILD COREPAIRS ON ENGINE. SEND CHEAD REBUILT COMPLETE. IS SURFACE AND PRESSURE TE PARTS. REINSTALL CYLINDE HEAD BOLTS AND NEW HEAD REBUILT EXHAUST MANIFURBO WITH NEW STUDS AN REINSTALL EXISTING INJECT TUNE UP AND SET ALL VALVENTER ON THE WAND SET ALL	EAKING TRANS FLUID BETWEEN DRIVE AND PUMP OF LEAKING OIL TENGINE FOR ISSUES. FOUND FRONT MOTOR MOUNT ENGINE AND TRANSMISSION TO SHIFT. REAR MOTOR BAD CAUSING MOVEMENT. FOUND EXCESSIVE OIL TER BOX. REMOVED ACCESSORIES AND COMPONENTS SS. REMOVED ROCKER BOX, FOUND EXCESSIVE BUILD UP. FOUND HEAD BOLTS BROKEN OFF. HEAD OOSE FLOATING ON TOP OF CYLINDER HEAD. OMER THAT CYLINDER HEAD WOULD NEED TO BE O INSPECTED AND EXTRACT BROKEN OFF BOLTS. BYS AND COMPONENTS, EXHAUST, TURBO, EXHAUST LVE COVER, INJECTORS, ROCKERS, ALL FRONT END ATED WITH CYLINDER HEAD. REMOVED SYL HEAD D ENGINE. FOUND EXCESSIVE WEAR ON CYLINDER TO REBUILD CYLINDER HEAD WITHOUT ANY FURTHER IGINE. SEND OUT HEAD TO MACHINE SHOP TO HAVE TO COMPLETE. REPLACE VALVE GUIDES, SEALS, PRESSURE TEST. CLEAN AND PREP BLOCK AND ALL TALL CYLINDER HEAD BACK ON ENGINE WITH NEW ND NEW HEAD GASKET. TORQUE HEAD TO SPECS. HAUST MANIFOLD WITH NEW GASKETS. REINSTALL EW STUDS AND GASKETS. REINSTALL ROCKERS. ISTING INJECTORS WITH NEW ORINGS. PERFORM SET ALL VALVES TO SPECS. REINSTALL VALVE COVER SKET. REMOVE AND REPLACE WATER PUMP AND						
WARNING: The products purchased and/or used in the service/repair can expose you to chemicals which are known to the State of California to cause cancer and birth defects or other reproductive harm. www.P65Warnings.ca.gov			Subtotal					
Signature			Sales Tax (7.25%)					
				Total				



REPAIR ORDER

Date	S.O. No.
8/3/2020	98832

Name / Addres	S							
City of Wasco 764 E.St Wasco,Ca 93280 Attn: Acct Payable								
PO#	Project	Terms	Equip H	lours	Equip M	iles	REQ#	
		Net 30	14840	0.9	135861	.9		
Equip #	Vehicle ID #	Equip Type	Engine	ID#	License	e #	Trans ID #	
13	5VCDC6MF47H203997	AUTOCAR	46619	323	125535	53		
Item		Description			Ordered	Rate	Amount	
LABOR-1 Shop Supplies RLGSK 11T37795 3959798 5272959 5579029 3960043 5284362 3929011 3918174 5332563 P551103 BOIL BELC GTRANSYND P553000 P550774 P552071	MOUNTS AND INSTALL NEW REMOVE PTO, TEAR DOWN, I HITTING LEAF SPRING FROM MOTOR MOUNTS. REINSTAL TRANSYN FLUID. REPLACE A REPLACE OIL FILTER, FUEL I TEST COOLING SYSTEM FOR ALL CODES. ROAD TEST ANI HOURLY CHARGE Shop Supplies KIT,SEAL PTO MUNCIE PTO OUTPUT SHAFT SEAL GASKET, VALVE COVER GASKET, VALVE COVER GASKET, ROCKER BOX KIT, UPPER HEAD GASKET BOLT, HEAD COOLER, OIL GASKET, OIL COOLER GASKET, OIL COOLER PAN GASKET FF/WS FILTER(DONALDSON) OIL, 15W40 URSA BULK	RMOSTAT ASSEMBLY. SUPPORT ENGINE. REMOVE BAD MOTOR INTS AND INSTALL NEW MOTOR MOUNTS. TORQUE TO SPECS. OVE PTO, TEAR DOWN, RESEAL PTO. PTO IS DAMAGED FROM ING LEAF SPRING FROM EXCESSIVE MOVEMENT FROM BAD OR MOUNTS. REINSTALL PTO. FILL TRANSMISSION WITH NEW INSTALL REPLACE ALL BAD HOSES AND BELTS ON ENGINE. ACE OIL FILTER, FUEL FILTERS AND AIR FILTER. PRESSURE TOOLING SYSTEM FOR LEAKS. HOOK UP LAPTOP AND CLEAR CODES. ROAD TEST AND STEAM CLEAN. RLY CHARGE SUPPLIES SEAL PTO MUNCIE OUTPUT SHAFT SEAL KET, VALVE COVER KET, ROCKER BOX UPPER HEAD GASKET TO LER, OIL COOLER KET, OIL COOLER KET, OIL COOLER GASKET SETLITER FOR STEAM SULK DOOLER GASKET TO LEAF SULK ON THE SULK ON TH			65 1 1 1 1 26 1 1 1 8 12 5 1 1	135.00 7.00% 104.27 19.40 41.60 16.94 594.62 9.86 234.05 24.87 18.29 54.68 35.41 17.33 19.20 61.00 40.82 17.10 12.57	614.25T 104.27T 19.40T 41.60T 16.94T 594.62T 256.36T 234.05T 24.87T 18.29T 54.68T 35.41T 138.64T 230.40T 305.00T 40.82T 17.10T	
to chemicals whi	products purchased and/or used in the service/repair ca ich are known to the State of California to cause cancer reproductive harm. www.P65Warnings.ca.gov			Subto	otal			
Signature				Sales Tax (7.25%)				
				Tota	al			



REPAIR ORDER

Date	S.O. No.
8/3/2020	98832

Name / Address							
City of Wasco 764 E.St Wasco,Ca 93280 Attn: Acct Payable							
PO #	Project	Terms	Equip H	lours	Equip Mi	les	REQ#
		Net 30	1484).9	135861	.9	
Equip #	Vehicle ID#	Equip Type	Engine	ID#	License	#	Trans ID#
13	5VCDC6MF47H203997	AUTOCAR	46619	323	125535	3	
Item		Description			Ordered	Rate	Amount
17480	BELT, A/C				1	26.99	26.99T
K080745HD	BELT, SERPENTINE				1	100.58	100.58T
5284903	THERMOSTAT				1	72.49	72.49T
5398279	GASKET, COOLANT OUTLET				1	11.99	11.99T
3944000	AIR COMPRESSOR BRACKET				1	66.82	66.82T
P527682	FILTER, PRIMARY AIR(DONA	LDSON)			1	89.03	89.03T
3081658	MOTOR MOUNT				1	241.20	241.20T
3964093	BREATHER HOUSING				1	79.26	79.26T
3818824	NUT				4	3.42	13.68T
5286984	STUD, TURBO				4	9.40	37.60T
5446734	LINE, NO.1 FUEL 1 33.24					33.24T	
5446735 5446736	LINE, NO. 2.3.4 FUEL 3 72.30 LINE, NO.5 FUEL 1 32.21					216.90T 32.21T	
5446737	LINE, NO.5 FUEL 1 32.21 LINE, NO.6 FUEL 1 72.71					72.71T	
2872288	CONNECTOR, INJ FUEL SUPPLY 6 55.85					335.10T	
REPAIR	REBUILD CYLINDER HEAD COMPLETE 1 3,059.70				3,059.70		
5526-062	HOSE, SILICONE ROLL 5/8" (PER FT)(GATES) 5 3.50				17.50T		
SHC9410	CLAMP, SILICONE HOSE 2 3.01				6.02T		
B9418228	12-POINT STARTER BOLT					16.32T	
DPF CLEANING	DPF BAKE				1	450.00	450.00
4089647	WATER PUMP				1	171.72	171.72T
3944593	EXHAUST MANIFOLD BOLT				12	4.25	51.00T
4017567	inj hold down bolts				12	4.57	54.84T
Misc Charge	MISC HOSES, CLAMPS, FITTII NEEDED	NGS, GASKETS, LINE	S AND SEALS	S	1	2,478.56	2,478.56T
HAZW	HAZ WASTE				1	9.50	9.50
to chemicals which	roducts purchased and/or used in the service/repair or hare known to the State of California to cause cancer eproductive harm. <u>www.P65Warnings.ca.gov</u>			Subto	tal		\$19,279.23
Signature				Sales Tax (7.25%)		\$506.41	
				Tota	1		\$19,785.64



STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager

Biridiana Bishop, Public Works Director

DATE: August 18, 2020

SUBJECT: Adopt a Resolution Authorizing the Execution of the Certifications

and Assurances for the California State of Good Repair Program.

Recommendation:

Staff recommends the City Council receive and file this report and approve a Resolution of the City Council of the City of Wasco, authorizing the execution of the Certifications and Assurances for the California State of Good Repair Program.

Discussion:

The State of Good Repair/State Transit Assistance (SGR/STA) Program, a component of Senate Bill 1, provides \$105 million annually to transit operators in California for eligible transit maintenance, rehabilitation, and capital projects. The SGR Program benefits the public transportation agencies with a consistent and dependable revenue source to invest in the upgrade, repair, and improvement of their agency's transportation infrastructure and, in turn, improve transportation services. The purpose of this resolution is to authorize the City Manager to execute the Certifications and Assurances form required to participate in the SGR Program. The City proposes using its FY 2020-2021 SGR apportionment of \$19,763 to upgrade and modernize the City's CNG fueling station. The City proposes using its FY 2020-2021 STA apportionment of \$262,497 for Dial-A-Ride operating costs.

Fiscal Impact:

No impact at this time. No match funds are required.

Attachments:

A. Resolution

RESOLUTION NO. 2020 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE EXECUTION OF THE CERTIFICATIONS AND ASSURANCES FORM FOR THE CALIFORNIA STATE OF GOOD REPAIR PROGRAM

WHEREAS, the City of Wasco is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair Account (SGR) now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 1 (2017) named the Department of Transportation (Department) as the administrative agency for the SGR; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing SGR funds to eligible project sponsors (local agencies); and

WHEREAS, the City of Wasco wishes to delegate authorization to execute these documents and any amendments thereto to the City Manager.

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

SECTION 1: The fund recipient agrees to comply with all conditions and requirements set forth in the Certifications and Assurances document and applicable statutes, regulations, and guidelines for all SGR funded transit projects.

SECTION 2: The City Manager is authorized to execute all required documents of the SGR program and any Amendments thereto with the California Department of Transportation.

	oregoing Resolution No. 2020 was still of the City of Wasco at a regular meeting the following vote:
COUNCIL MEMBERS: CORTEZ, ESPITAYES: NOES: ABSTAIN: ABSENT:	TIA, PALLARES, REYNA, GARCIA
	TEOFILO CORTEZ, JR., MAYOR of the City of Wasco
Attest:	
MARIA O. MARTINEZ CITY CLERK and Ex Officio Clerk of the Council of the City of Wasco	



STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager

Biridiana Bishop, Public Works Director

DATE: August 18, 2020

SUBJECT: Adopt a Resolution Authorizing the Mayor to Execute a Buyer's

Representation Agreement with Central Valley Commercial Brokers, Broker

Henry Mendez.

Recommendation:

Staff recommends approval of the agreement.

Discussion:

In 2018 the City had initially pursued acquiring additional property adjacent to or near existing water well sites. The property was required to comply with new treatment standards for TCP 1,2,3 and required space to accommodate the water treatment infrastructure. At the time, the age of existing water infrastructure was not considered.

In 2019 comprehensive hydrologic study was commissioned. The study was completed by an engineering firm with experience and expertise in this area, Curtis Skaggs, P.E. with Dee Jaspar and Associates and Kenneth D. Schmidt, Hydrogeologist. Among the many findings in the hydrologic study, the study identified that current water wells well reaching their life expectancy and should be planned to be replaced. In that report, it was recommended that four new water supply wells be drilled to replace Wells 7, 8, 10, and 11 as a result of well age and water quality issues. Based on the hydrologic study's conclusion and subsequent well site study and direction from the City Council on February 4, 2020, the staff has identified potential sites for new wells and considered the potential space needed for water treatment infrastructure, and water storage capacity.

Staff is requesting the council approve the buyer's representation agreement with Henry Mendez, Broker/Officer with Central Valley Commercial Brokers. Mr. Henri will represent the City and assist staff with acquiring the property in Wasco necessary to develop the new water infrastructure needed for our community. At this time, the staff recommends, and the agreement with Mr. Mendez specifies the following properties the City intends to pursue in acquiring:

- (a) Sunset and Palm Ave., APN 488-020-18 and 488-102-01
- (b) Filburn Ave. and Griffith Ave., APN 489-020-37
- (c) Jasmine Street and Palm Ave., APN 490-060-04

Fiscal Impact:

The cost of acquisition for each of these properties Capital Improvement Project budget.

Attachments:

- 1. Resolution
- 2. Agreement

CENTRAL VALLEY COMMERCIAL BROKERS

930 TRUXTUN AVENUE, SUITE 101 • BAKERSFIELD, CA 93301 • (661)404-4090 • WWW.CVCBROKERS.COM

CALIFORNIA BUYER REPRESENTATION AGREEMENT

	THIS AGREEMENT made this	day of _	, 2020	by and betw	een City o	of Wasco	
("Buy	er") and Henry E. Mendez, Jr., Inc.	DBA Centr	al Valley	Commercial	Brokers ("Broker")	
wher	wherein Buyer hereby appoints Broker as its exclusive agent with the exclusive right to						
_	tiate for purchase on behalf of Buyer	of the real	property	described be	low, subje	ect to the	
follov	ving provisions:						
1.	TIME. The period of agency shall of	commence o	on	and termi	nate at 11	:59 pm	
on	unless extended by the mutu	ıal written co	onsent of	Buyer and B	roker or a	<u>S</u>	
desc	ibed in paragraph 6 and unless othe	rwise termin	ated as h	nereinafter de	scribed.		

2. PROPERTY AND AUTHORITY. Broker is authorized to negotiate for the purchase of properties (a) and (b) described below (the "Property"), but not to commit Buyer to the purchase or to sign any instrument on behalf of Buyer without Buyer's express written consent. Broker is not authorized to negotiate for the purchase of property (c) below without further authorization from Buyer which may be given if the purchase of properties (a) or (b) fail.

3. SUBJECT PROPERTY

- (a) Sunset and Palm Ave., APN 488-020-18 and 488-102-01 Wasco, CA 93280-Buyer wants a total of 1 acre out of these two properties including the entire undeveloped portion of APN 488-020-18.
- (b) Filburn Ave. and Griffith Ave., APN 489-020-37 Wasco, CA 93280- Buyer wants 1 acre of this property.
- (c) Jasmine Street and Palm Ave., APN 490-060-04 Wasco, CA 93280
- **4. COMPENSATION.** The owner of the Property the ("Seller") shall pay Broker's commissions. If the Seller does not agree to pay a commission but a sale of the Property is consummated, then Buyer shall pay a commission equal to Four percent (4 %) of the sales price, payable at the close of escrow.
- 5. INTENTIONALLY OMITTED.
- **6. AGREEMENT EXTENSION.** If during the term of this Agreement an escrow is opened or negotiations involving the sale, transfer, or conveyance of the Property has commenced, the term of the Agreement shall be extended for a period through the closing of such escrow or the termination of such negotiations, unless otherwise terminated by either party pursuant to paragraph 14.

7. BROKER'S REPRESENTATIONS. Broker represents and warrants that it is licensed as a real estate broker in the State of California, License Number <u>DRE# 02084340</u>. Broker shall assign the following individual(s) to act on its behalf in the performance of services under this Agreement:

Henry E. Mendez, Jr., whose real estate broker's license number is DRE# 01127054

In consideration of this Agreement, Broker agrees to utilize reasonable effort and diligence to achieve the purpose of this Agreement.

- **8. COSTS AND ATTORNEYS' FEES.** 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 costs and attorneys' fees.
- 10. LIABILITY. The liability of the parties caused by a breach of this Agreement shall be limited to direct damages, and in no event will either party be liable to the other for any loss of or damage to revenues, profits, goodwill or other special, incidental, exemplary, punitive, indirect, or consequential damages of any kind resulting from the performance or failure to perform pursuant to the terms of this Agreement or from the provision of services hereunder, even if such party has been advised of the possibility of such damages.
- 11. **AMENDMENTS AND MODIFICATIONS.** No amendments or modifications of this agreement shall be valid or binding unless made in writing and signed by both Buyer and an officer of Broker. Buyer hereby acknowledges that salespersons affiliated with Broker are not authorized to make or approve any additions to, deletions from, or alterations of the printed provisions of this agreement, nor are they authorized to terminate this agreement. Any purported amendment or modification of this agreement which is oral, or which is in writing but not signed by both Buyer and an officer of Broker, shall be void and of no effect whatsoever.
- **12. INDEPENDENT ADVICE.** Buyer hereby acknowledges that neither Broker nor any salesperson associated with Broker is qualified or authorized to give legal or tax advice or to advise if Buyer desires or needs such advice. Buyer agrees to consult with an attorney or accountant.
- **13. PUBLICITY.** Broker shall not prior to the close of escrow publicize the identities of the parties involved in any transactions that occur under this Agreement without Buyer's prior written consent.
- **14. CANCELLATION.** This Agreement can be terminated by ten (10) days written notice by either party in which event neither party shall have any liability or responsibility to the other hereunder.
- **15. ELECTRONIC COPY.** A facsimile or electronic copy of this Agreement shall be as effective as the original for all purposes.
- **16. NO ASSIGNMENT.** Broker shall not assign this Agreement without Buyer's written consent which consent may given or denied in Buyer's sole and absolute discretion.

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

BUYER:	BROKER:
CITY OF WASCO CALIFORNIA	Henry E. Mendez, Jr., Inc. dba Central Valley Commercial Brokers
By:	By:
Name: TEOFILO CORTEZ, JR.	Name: <u>Henry E. Mendez, Jr.</u>
Its: Mayor	Its: Broker/Officer
Address: 746 8 th Street,	Address: 930 Truxtun Ave., Suite 101
Wasco, CA 93280	Bakersfield, CA 93301
Telephone: 661-758-7214	Telphone: 661-404-4090
E-Mail: daortiz@cityofwasco.org	E-Mail: Hmendez@CVCBrokers.com
Dated:	Date:



STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager

Biridiana Bishop, Public Works Director

DATE: 8/18/2020

SUBJECT: Adopt A Resolution Declaring an Emergency and Authorizing the City

Manager to Waive Procurement Requirements and Enter into Agreements to Expedite Purchasing and Contract Services to Modify, Install, and Procure Necessary Supplies, Equipment, and Modify Facilities as Necessary to Implement Health and Safety Measures to Protect City Properties and the Public Due to the COVID-19 State of

Emergency as Declared by the Governor.

Recommendation:

Staff recommends the City of Wasco adopt a resolution declaring an emergency and authorizing the city manager to waive procurement requirements and enter into agreements to expedite purchasing and contract services and procure necessary supplies, equipment, and modify facilities as necessary to modify, install, and implement health and safety measures due to the COVID-19.

Discussion:

On March 4, 2020, the Governor issued a Proclamation of a State of Emergency due to the Novel Coronavirus (COVID-19). As a result, staff wishes to invoke the powers given to the City under the Emergency Proclamation and Public Contract Code Section 20168 authorizing the City Manager to waive competitive bidding, advertising, and procurement requirements to expedite purchasing and contract services to modify, install, and implement health and safety measures to protect the public, city properties, and city employees due to COVID-19 state of emergency.

The City's Facilities Maintenance Manager performed an analysis to identify City properties and resources vulnerable to the COVID-19 pandemic and have identified areas of concern that must be addressed. These measures focus primarily on the health and safety of employees and residents by implementing increased protective measures by modifying existing City properties and obtaining resources to defend against the spread of COVID-19 Coronavirus.

The City of Wasco Municipal Code Chapter 2.32 "Emergency Organization" paragraph 2.32.0606.b. states, The Director of Emergency Services is empowered to: "To obtain vital supplies, equipment, and such other properties found lacking and needed for the protection of life and property and to bind the city for the fair value thereof and, if required immediately, to commandeer the same for public use". The procurement and implementation of the resources and services will assist to mitigate COVID-19 infections will ensure the City has taken the necessary safety measures to deter the further spread of the COVID-19 Coronavirus for both employees and residents and will also provide the sustainment of City services for our community.

Attached to the Staff report are the Health and Safety Measures to be implemented.

Fiscal Impact:

The City's cost to implement COVID-19 health and safety measures is approximately \$406,291.99 (pending estimates) for which reimbursement will be requested through the allotted Coronavirus Relief Fund (CRF) allocated to the City of Wasco.

Attachments:

- 1. Resolution
- 2. COVID-19 List of Prevention and Safety Measures

RESOLUTION NO	. 2020 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO DECLARING AN EMERGENCY AND AUTHORIZING THE CITY MANAGER TO WAIVE PROCUREMENT REQUIREMENTS AND ENTER INTO AGREEMENTS TO EXPEDITE PURCHASING AND CONTRACT SERVICES TO MODIFY, INSTALL AND PROCURE NECESSARY SUPPLIES, EQUIPMENT, AND MODIFY FACILITIES AS NECESSARY TO IMPLEMENT HEALTH AND SAFETY MEASURES TO PROTECT CITY PROPERTIES AND THE PUBLIC DUE TO THE COVID-19 STATE OF EMERGENCY AS DECLARED BY THE GOVERNOR

WHEREAS, on March 4, 2020, the Governor of California issued a Proclamation of a State of Emergency related to the Coronavirus (the "Emergency Proclamation"); and

WHEREAS, the Emergency Proclamation suspended Government Code and Public Contract Code requirements for competitive bidding, advertising and Procurement Division purchasing authority dollar thresholds related to the procurement of goods and services needed to assist in preparing for, containing, responding to, mitigating the effects of and recovering from the spread of COVID-19; and,

WHEREAS, the City's Director of Emergency Services declared a local emergency related to the Coronavirus pursuant to Wasco Municipal Code Section 2.32.060 on March 16, 2020, which was approved by the City Council on March 17, 2020, and is still in effect (the "Local Emergency Proclamation"); and,

WHEREAS, the City Council wishes to declare an emergency related to the Coronavirus pursuant to Public Contract Code Section 20168 ("Section 20168") with regard to the life, health, and well-being of the City's employees and the citizens of Wasco; and

WHEREAS, City wishes to invoke the powers given to the city under the Emergency Proclamation, the Local Emergency Proclamation, and Section 20168, including, without limitation, suspension of requirements for competitive bidding, advertising, and procurement; and,

WHEREAS, the City wishes to expedite purchasing and contract services to modify, install, and implement health and safety measures to protect the public and city properties and employees due to the COVID-19 state of emergency; and,

WHEREAS, the City of Wasco Municipal Code Chapter 2.32 "Emergency Organization" paragraph 2.32.0606.b. states, The Director of Emergency Services is empowered to: "To obtain vital supplies, equipment, and such other properties

found lacking and needed for the protection of life and property and to bind the city for the fair value thereof and, if required immediately, to commandeer the same for public use"; and,

WHEREAS, the City wishes to implement the health and safety measures outlined in Exhibit "A" attached hereto and by this reference made a part hereof (the "Safety Measures"); and,

WHEREAS, these Safety Measures focus primarily on the health and safety of residents and employees by implementing increased protective measures, by modifying existing City properties, and by obtaining resources to defend against the spread of COVID-19 Coronavirus; and,

WHEREAS, the procurement and implementation of resources and services will ensure the City has taken the necessary Safety Measures to deter the further spread of the COVID-19 Coronavirus for both employees and residents and will also ensure the sustainment of City services for our community; and,

WHEREAS, expenditures incurred for the procurement of resources and services will be refunded to the City from the Coronavirus Aid, Relief, and Economic Securities Act, 2020.

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

SECTION 1: That the foregoing recitals and findings are true and correct.

SECTION 2: That, pursuant to California Public Contract Code Section 20168, an emergency is hereby declared and that the public interest and necessity demand the immediate expenditure of the City's funds to safeguard life, health, and property.

SECTION 3: That the City Manager is hereby authorized to waive competitive bidding, advertising, and procurement requirements and enter into agreements to expedite purchasing and contract services to modify, install, and implement health and safety measures to protect the public, city properties, and city employees due to COVID-19 state of emergency.

	at the foregoing Resolution No. 2020was passed and f the City of Wasco at a regular meeting thereof held on August vote:
AYES:	CORTEZ, ESPITIA, GARCIA, PALLARES, REYNA
Attest:	TEOFILO CORTEZ JR., MAYOR of the City of Wasco
MARIA O. MARTINEZ CITY CLERK and Ex Officio of the Council of the City of V	

CITY OF WASCO COVID-19 HEALTH and SAFETY MEASURES

- Remove and replace 11 restroom sink faucets and 5 kitchen sink faucets with hands free touchless faucets. Estimated \$ 8,535.00
- Remove and replace 55 light switches to motion sensor touchless light switches throughout all office buildings, upgrade Chambers ceiling lights to LED. Estimated \$ 7,591.00
- Touchless Cold Water dispenser for Public Works, Finance/Planning departments. Estimated \$ 14,800.00 each.
- Office Social distancing furniture and remodeling of front counters, including sneeze barrier glass. Estimated \$ 257,126.97
- Automated front entry doors at Finance, Planning, Public Works, City Hall, and Chambers. Estimated \$ 54,150.00
- Secondary containment for added chemicals to inventory.
 Estimated \$ 5,994.00
- Large storage container for more storage capacity, due to added COVID inventory. Estimated \$ 4,500.00
- Canopy shade structure over the sidewalk at City Annex building.
 Estimated \$ 38,795.02

The total estimated cost of the above COVID-19 health and safety measures: \$406,291.99



STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz Hernandez, City Manager

Mariana Sobolewski, Asst. To the City Manager

DATE: August 18, 2020

SUBJECT: Adopt a Resolution approving the City of Wasco Small Business COVID-19

Relief Grant Program.

Recommendation:

Staff recommends the City Council to approve the City of Wasco Small Business COVID-19 Relief Grant Program.

Discussion:

The City of Wasco has been responding to the COVID-19 pandemic since closing its facilities to the public with the proclamation of a local emergency by City Council on March 17, 2020. Additionally, in compliance with the State of California's Public Health "Stay-At-Home" order announced on March 19, 2020, many of our businesses closed their doors or were succumbed to make drastic changes to their business operations. Nonetheless, a majority of our businesses have suffered a major financial burden.

The City of Wasco wishes to dedicate \$150,000.00 of CARES Act federal funding to create the Small Business COVID-19 Relief Fund for businesses who hold a City of Wasco business license and operate out of a "store-front." Other exclusions include: "chain" or "franchise" businesses and operations restricted to patrons above the age of 18 will not be eligible for the award (i.e., smoke shops and bars are not eligible).

The grant program would provide relief of \$5,000.00 for businesses with more than 5 employees and \$1,000.00 for businesses with less than 5 employees. Grant money can be used to reimburse the costs for business interruption (lease payments and/or payroll expenses). Small businesses who were recipients of the Federal Paycheck Protection Program and/or Kern Recovers program are ineligible to receive a Small Business COVID-19 Relief Grant.

The grant program will be administered on a first-come-first-served basis for qualified applicants and until funds have been exhausted. Businesses must provide documentation to support authorized expenses within 30 days of receiving grant funds and must exhaust funds by December 30, 2020.

Staff will be required to conduct a post-audit to ensure proper documentation has been received and properly retained. If the grant recipient has not provided the necessary documentation within 30 days and attempts by staff to acquire those documents are unsuccessful, the recipients' application to renew its next year's business license will be denied until either proof of expenditure is provided, or grant is repaid.

The City Attorney has reviewed the proposed grant documents.

Fiscal Impact:

\$150,000.00 of the allocated Coronavirus Relief Fund (CRF)

Attachments:

- 1. Resolution
- 2. Small Business COVID-19 Relief Grant Program Overview
- 3. Small Business COVID-19 Relief Grant Program Application
- 4. City of Wasco Estimated Disaster Economic Worksheet
- 5. Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments dated 6/30/2020
- 6. Coronavirus Relief Fund Frequently Asked Questions dated 7/8/2020
- 7. Presentation

RESOLUTION NO. 2020 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING THE SMALL BUSINESS COVID-19 RELIEF GRANT PROGRAM

WHEREAS, on March 4, 2020, the Governor of California issued a Proclamation of a State of Emergency related to the Coronavirus (the "Emergency Proclamation"); and

WHEREAS, on March 19, 2020, the State of California Public Health Department issued an Order directing Californians to "Stay-at-Home" and ordering non-essential sectors to close and essential sectors to operate with modifications to help slow the spread of COVID-19; and,

WHEREAS, the City of Wasco wishes to dedicate \$150,000.00 of Coronavirus Relief Fund money to create a Small Business COVID-19 Relief Fund to assist with business interruptions; and,

WHEREAS, the small business must operate out of a "store-front" in the city limits of the City of Wasco; and

WHEREAS, the small business must hold a valid City of Wasco Business License; and.

WHEREAS, the small business must have operating out of a "store-front" in the city limits of the City of Wasco for at least one year as of March 1, 2020; and,

WHEREAS, the small business must not be a "chain", "franchise" business; or, operations restricted to patrons above the age of 18 (i.e., Smoke shops and bars); and,

WHEREAS, the small business will be ineligible if they participated and received funds from "Kern Recovers program" and/or Federal Paycheck Protection Program; and,

WHEREAS, the small business with more than 5 full-time employees, may qualify for a \$5,000.00 grant; and,

WHEREAS, the small business with at least one but less than 5 full-time employees, may qualify for a \$\$1,000.00 grant; and,

WHEREAS, the Small Business COVID-19 Relief Grant program applies to reimbursement or payment of lease payments and/or payroll expenses.

WHEREAS, the small business if awarded grant must provide documentation within 30 days of receipt of the grant and expend funds by December 30, 2020; and,

WHEREAS, if the small business recipient does not provide required documentation, the following year's business license will be denied until either proof of expenditure is provided or grant repaid; and,

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

SECTION 1: Grant application will be reviewed by Assistant to the City Manager and qualified applications will be approved by the City Manager.

SECTION 2: Upon approval of application, the application becomes a binding contract between the entity named on application and the City of Wasco.

-000-

I HEREBY CERTIFY that the foregoing Resolution No. 2020	_was passed and
adopted by the Council of the City of Wasco at a regular meeting there	of held on <u>August</u>
<u>18, 2020,</u> by the following vote:	

COUNCIL MEMBERS: CORTEZ, ESPITIA, GARCIA, PALLARES, REYNA
AYES:
NOES:
ABSTAIN:
ABSENT:

TEOFILO CORTEZ JR.,

MAYOR of the City of Wasco

Attest: _____

MARIA O. MARTINEZ

CITY CLERK and Ex Officio Clerk of the Council of the City of Wasco



Overview & Objectives

To mitigate the impact of COVID-19 on Wasco small businesses and their employees, the City of Wasco has committed up to \$100,000 in one-time funds to create a Small Business Assistance Grant Program.

The objective of this program is to offer immediate financial assistance to independently owned and operated small businesses with the City of Wasco to aid in maintaining their business and workforce.

Program Overview

- 1. Grants of \$5,000 for qualified independently owned and operated small businesses with at least one and no more than 25 full-time employees that have been deemed non-essential under the State of California's Public Health Department order dated March 19, 2020.
- 2. Grants of \$1,000 for qualified independently owned and operated small businesses with at least one and no more than 25 full-time employees that have been deemed essential under the State of California's Public Health Department order dated March 19, 2020.
- 3. Grant funds may only be used to cover the following business interruption items: payroll or lease payments for business premises.
- **4.** Grants will be awarded on a first-come, first-serve basis for qualified applicants.

Eligibility Requirements

- 1. For a \$5,000 grant award, applicants must be independently owned and operated small businesses with at least one and no more than 25 full-time employees that have been deemed non-essential under the State of California's Public Health Department order dated March 19, 2020.
- 2. For a \$1,000 grant award, applicants must be independently owned and operated small businesses with at least one but no more than 25 full-time employees that have been deemed essential under the State of California's Public Health Department order dated March 19, 2020.

- **3.** Applicants must verify the business has experienced a loss of income due to COVID-19 by completing and providing the Estimated Disaster Economic Worksheet.
- 4. Applicant must submit a current copy of its W-9 form.
- **5.** Applicants must operate out of a physical commercial storefront within the city limits of Wasco.
- 6. Applicants must have an active City of Wasco Business License.
- 7. Applicants must be in good standing with the City.
- **8.** Applicants must have been in operation in the City of Wasco for at least one year as of March 1, 2020.
- 9. <u>PLEASE NOTE</u>: Franchises, chains (national or local), or operations restricted to patrons above the age of 18 will not be eligible for the award (i.e., smoke shops and bars are not eligible).

Application and Funding Process:

Applications will be available starting the week of September 1, 2020.

- 1. Grant applications can be accessed and filled out online but must be emailed directly to masobolewski@cityofwasco.org
 - **a.** Businesses will be required to complete the "Estimated Disaster Economic Worksheet" that documents current or forecasted estimates of economic impact.
 - b. Businesses will be required to provide a current copy of a W-9.
- 2. If the application is found complete, the application will be reviewed for eligibility, and applicants will receive a notice of award within a target of one to two weeks following submission.

- a. In all cases, the City reserves the right to reject any and all applications in the event the City identifies a potential conflict of interest or the appearance of a conflict of interest. Submission of an application in no way obligates the City to award a grant, and the City reserves the right to reject any or all applications, wholly or in part, at any time, without penalty.
- 3. Awards will be made on a first-come, first-served basis for qualified applicants.
- **4.** If awarded, the application will become a binding contract (Agreement) between both parties.
- 5. Businesses receiving funding will be required to:
 - a. Certify via a written statement how many jobs were retained or how many months of lease payments for the business premises were paid, allowing the business to continue operations.
 - b. Submit proof that the grant funds have been spent in the manner and for the purposes stated in the Agreement within thirty (30) days of the payment date.
- **6.** Businesses receiving funding will be encouraged to:
 - **a.** If applicable, adopt Federal and State guidance for operating their businesses (social distancing, clean down procedures, limiting instore occupancy, etc.).
 - **b.** If applicable, prioritize the delivery of food and services to seniors and economically vulnerable populations.
- 7. Grant funds will be issued upon execution of the Agreement.
- 8. The program will remain in effect during the City of Wasco's declared state of local emergency and while funds are available.



INTRODUCTION

To mitigate the impact of COVID-19 on Wasco small businesses and their employees, the City of Wasco has committed up to \$150,000 in one-time funds to create a Small Business COVID-19 Relief Grant Program.

The objective of this program is to offer immediate financial assistance to independently owned and operated small businesses with the City of Wasco to aid in maintaining their business and workforce.

OVERVIEW

- 1. Grants of \$5,000 for qualified independently owned and operated small businesses with more than 5 full-time employees.
- 2. Grants of \$1,000 for qualified independently owned and operated small businesses with at least one but less than 5 full-time employees.
- 3. Grant funds may only be used to cover the following business interruption items: payroll or lease payments for business premises.
- 4. Grants will be awarded on a first-come, first-serve basis for qualified applicants.

ELIGIBILITY

Please carefully review the eligibility requirements below:

- For a \$5,000 grant award, applicants must be independently owned and operated small businesses with more than 5 full-time employees.
- For a \$1,000 grant award, applicants must be independently owned and operated small businesses with at least one but less than 5 full-time employees.
- Applicants must verify the business has experienced a loss of income due to COVID-19 by completing the Estimated Disaster Economic Worksheet.
- Applicants must operate out of a physical commercial storefront within the city limits of Wasco.
- Applicants must have an active City of Wasco Business License.
- Applicants must be in good standing with the City.
- Applicants must have been in operation in the City of Wasco for at least one year as of March 1, 2020.
 97 of 229



• PLEASE NOTE: Franchises, chains (national or local), or operations restricted to patrons above the age of 18 will not be eligible for award (i.e. smoke shops and bars are not eligible).

то	BE COMPLI	ETED BY APPLICANT	
Nar	me of Busin	ess:	
Nar	ne of Busin	ess Owner(s):	
Bus	siness Addr	ess:	
Coı	ntact Persor	n Name and Title:	
Coı	ntact Persor	n E-mail:	
Coı	ntact Persor	n Phone:	
	-	profit organization? Yes □ No □ ttach proof of non-profit status to this application.	
Ple	ase mark wl	hat type of assistance you are grant funding for:	
Pay	/roll □	Lease Payment □ Both □	
	elected for a	award, please list the address where the grant funds should be mailed	
ELI	GIBILITY VE	ERIFICATION	
1.	What type of	f business do you operate?	
	Is your business an independently owned and operated small businesses with at least one and no more than 5 full-time employees that has been affected by the State of CALIFORNIA Public Health Department order dated March 19, 2020?		
	Yes □	No □	
	 Is your business an independently owned and operated small businesses with more than 5 full-time employees that has been affected by the State of CALIFORNIA Public Health Department order dated March 19, 2020? 		
	Yes □	No □	



4.	Have you enclosed a completed copy of the Estimated Disaster Economic Worksheet and certify that the business has experienced a loss of income as a result of COVID-19?					
	Yes □ No □					
5.	Have you er	nclosed a cur	rent copy of the W-9?			
	Yes □	Yes □ No □				
6.	Do you operate out of a physical commercial storefront within the city limits of Wasco?					
	Yes □	No □				
	Please list the	he address of	f the location:			
7.	Do you have	e an active C	ity of Wasco Business License?			
	Yes □	No □	Business License No			
8.	Has the bus March 1, 20		n operation in the city of Wasco for at least one year as of			
	Yes □	No □	Business Start Date:			
9.	. Is the business a franchise, chain (national or local with 2 or more locations), or have operations restricted to patrons above the age of 18 (i.e. smoke shops and bars are not eligible)?					
	Yes □	No □				
DE	SCRIPTION	OF HOW GF	RANT FUNDS WILL BE USED			
bu	siness. For	example, ho	e grant funds will be used for and how it will help sustain your ow many months of lease payments will the grant award allow many full-time employees will the grant award allow you to retain.			
De	scribe what	other forms	of assistance you have sought or are seeking.			



	n the "Kern Recovers Small Business Forgivable Loan eck Protection Program" this calendar year?
yes, please describe when, he	ow much was received, and how the funds were used.

GRANT APPLICATION PROCESS AND TERMS

- Grant applications must be emailed directly to masobolewski@cityofwasco.org
 Businesses must complete and include the following with this application:
 Estimated Disaster Economic Worksheet
 Current copy of a W-9
- 2. If application is found complete, application will be reviewed for eligibility and applicants will receive a notice of award within a target of one to two weeks following submission.
 - a. In all cases, the City reserves the right to reject any and all applications in the event the City identifies a potential conflict of interest or the appearance of a conflict of interest.
 - b. Submission of an application in no way obligates the City to award a grant and the City reserves the right to reject any or all applications, wholly or in part, at any time, without penalty.
- 3. Awards will be made on a first come, first served basis.
- 4. If awarded, this application becomes a binding contract between the entity named above and the City of Wasco.
- 5. If awarded, funds may only be used for applicant's payroll expenses or lease payments.
- 6. Businesses receiving funding are required to:
 - a. Certify via a written statement how many jobs were retained or how many months of lease payments for the business premises were paid allowing the business to continue operations.
 - b. Submit proof that the grant funds have been spent in the manner and for the purposes stated in this application within thirty (30) days of the payment date. Funds must be expended by December 30, 2020.
- 7. Businesses receiving funding are encouraged to:
 - a. If applicable, adopt Federal and State guidance for operating their businesses (social distancing, clean down procedures, limiting in-store occupancy, etc.).
 - b. If applicable, prioritize delivery of food and services to seniors and economically vulnerable populations.
- 8. Grant funds will be issued upon executible of his application.



9. The program will remain in effect during the City of Wasco's declared state of local emergency and while funds are available.

Please direct any questions to masobolewski@cityofwasco.org or call (661) 758-7214.

By my signature below, I have read and understand the Small Business COVID-19 Relief Grant Program. I make the following representations and acknowledge agreement to the following terms and conditions:

- Upon approval of this application, as evidenced by the signature of the City Manager below, this application becomes a binding contract between the entity named above and the City of Wasco (Agreement).
- I am the duly authorized representative of the entity named above and can bind the entity to the terms of this Agreement.
- · If funds are provided by the City, the funds will be used for the purposes set forth above.
- In no event shall the City's financial responsibility exceed the approved amount, set forth below.
- I bear full responsibility for any and all tax consequences of receiving grant funds including, but not limited to, issuance of a 1099 by the City.
- There is no agency, employment, joint venture or other such relationship created by virtue of award of the grant. The City does not endorse the specific business.
- Applicant shall defend and indemnify the City and its employees from and against any claim, injury, liability, loss, cost and/or expense or damage including all costs and reasonable attorney's fees, arising from or alleged to arise from the activity or event.
- If applicable, the applicant shall satisfy the City's insurance requirements.
- If it is determined that grant funds were not used in accordance with this agreement or proper documentation was not provided, the recipient's application to renew its next year's business license will be denied until either proof of expenditure is provided or grant is repaid.
- The representations made by applicant in this Application are material terms of the Agreement, and is in compliance with the Small Business COVID-19 Relief Grant Program. The City may cancel this Agreement at any time upon discovery that any of the information set forth above is inaccurate, that these terms have been violated, or any provision of the Small Business COVID-19 Relief Grant Program has been violated.

Applicant Signature:	Date:
ippiroum orgination	



TO BE COMPLETED BY CITY STAFF							
Grant Application Granted? Yes □ No □							
If yes, list amount of grant:							
If no, provide reason for denial:							
Grant Payment Date:							
If no, has notification been sent to applicant? Yes $\ \square$ No $\ \square$							
Is insurance required for applicant? Yes $\ \square$ No $\ \square$							
Date:							
City Manager Signature:							
Post-award Audit Completion Date:							
Signature of Staff Person Completing the Post-event Audit:							



ESTIMATED DISASTER ECONOMIC INJURY WORKSHEET FOR BUSINESSES

Please complete and include this form along with the Small Business COVID-19 Relief Grant Program Application.

lame of Business:		Туре о	t Business:				
		Owner Detai	ls				
Last Name:	First Name:						
Work Phone:		Email:					
Cell Phone:		Property Owner:					
		Business Owner Maili					
Address:							
City:	State:	Zip Code:	County:				
		Business Street A	ddress	Same As Abo			
Address:							
City:	State:	Zip Code:	County:				
	E	stimated Adverse Ecor	nomic Impact				
When did the impact start	Vhen did the impact start and what is the estimated end date?			To:			
What were your businesse	es' revenues during the a	ffected damage period?					
What were your businesse	es' revenues during that S	SAME period of the prior	year?				
Amount of business interre			ster had on your business:				
How many people did you	employ prior to disaster	?	How many did you employ aft	er disaster:			
Form Completed By:		103 of 229	Title:				

Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments Updated June 30, 2020¹

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). The CARES Act established the Coronavirus Relief Fund (the "Fund") and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

- 1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
- 2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
- 3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.²

The guidance that follows sets forth the Department of the Treasury's interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred "due to" the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be "necessary." The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the

¹ This version updates the guidance provided under "Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020".

² See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The "most recently approved" budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

Finally, the CARES Act provides that payments from the Fund may only be used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (the "covered period"). Putting this requirement together with the other provisions discussed above, section 601(d) may be summarized as providing that a State, local, or tribal government may use payments from the Fund only to cover previously unbudgeted costs of necessary expenditures incurred due to the COVID–19 public health emergency during the covered period.

Initial guidance released on April 22, 2020, provided that the cost of an expenditure is incurred when the recipient has expended funds to cover the cost. Upon further consideration and informed by an understanding of State, local, and tribal government practices, Treasury is clarifying that for a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the covered period, but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the covered period. Thus the cost of a good or service received during the covered period will not be considered eligible under section 601(d) if there is no need for receipt until after the covered period has expired.

Goods delivered in the covered period need not be used during the covered period in all cases. For example, the cost of a good that must be delivered in December in order to be available for use in January could be covered using payments from the Fund. Additionally, the cost of goods purchased in bulk and delivered during the covered period may be covered using payments from the Fund if a portion of the goods is ordered for use in the covered period, the bulk purchase is consistent with the recipient's usual procurement policies and practices, and it is impractical to track and record when the items were used. A recipient may use payments from the Fund to purchase a durable good that is to be used during the current period and in subsequent periods if the acquisition in the covered period was necessary due to the public health emergency.

Given that it is not always possible to estimate with precision when a good or service will be needed, the touchstone in assessing the determination of need for a good or service during the covered period will be reasonableness at the time delivery or performance was sought, *e.g.*, the time of entry into a procurement contract specifying a time for delivery. Similarly, in recognition of the likelihood of supply chain disruptions and increased demand for certain goods and services during the COVID-19 public health emergency, if a recipient enters into a contract requiring the delivery of goods or performance of services by December 30, 2020, the failure of a vendor to complete delivery or services by December 30, 2020, will not affect the ability of the recipient to use payments from the Fund to cover the cost of such goods or services if the delay is due to circumstances beyond the recipient's control.

This guidance applies in a like manner to costs of subrecipients. Thus, a grant or loan, for example, provided by a recipient using payments from the Fund must be used by the subrecipient only to purchase (or reimburse a purchase of) goods or services for which receipt both is needed within the covered period and occurs within the covered period. The direct recipient of payments from the Fund is ultimately responsible for compliance with this limitation on use of payments from the Fund.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

- 1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19related treatment.
- 2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
- 3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- 4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.

- Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
- COVID-19-related expenses of maintaining state prisons and county jails, including as relates
 to sanitation and improvement of social distancing measures, to enable compliance with
 COVID-19 public health precautions.
- Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
- 5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such
 costs will not be reimbursed by the federal government pursuant to the CARES Act or
 otherwise.
- 6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures³

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

- 1. Expenses for the State share of Medicaid.⁴
- 2. Damages covered by insurance.
- 3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- 4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
- 5. Reimbursement to donors for donated items or services.
- 6. Workforce bonuses other than hazard pay or overtime.
- 7. Severance pay.
- 8. Legal settlements.

³ In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

⁴ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

Coronavirus Relief Fund Frequently Asked Questions Updated as of July 8, 2020

The following answers to frequently asked questions supplement Treasury's Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, ("Guidance"). Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the "substantially dedicated" condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a "substantially different use" for purposes of the Fund eligibility?

Costs incurred for a "substantially different use" include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

Note that a public function does not become a "substantially different use" merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

¹ The Guidance is available at https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a "broad range of uses" including payroll expenses for several classes of employees whose services are "substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers' compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contact tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a "payroll support program" for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a "small business," and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of "hazard pay"?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include "[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency." Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers' employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

May a State impose restrictions on transfers of funds to local governments?

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the interest expense payable on TANs by the borrower and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

May recipients use Fund payments to provide loans?

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

May funds be used to satisfy non-federal matching requirements under the Stafford Act?

Yes, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund's eligibility criteria and the Stafford Act. Regardless of the use of Fund payments for such purposes, FEMA funding is still dependent on FEMA's determination of eligibility under the Stafford Act.

Must a State, local, or tribal government require applications to be submitted by businesses or individuals before providing assistance using payments from the Fund?

Governments have discretion to determine how to tailor assistance programs they establish in response to the COVID-19 public health emergency. However, such a program should be structured in such a manner as will ensure that such assistance is determined to be necessary in response to the COVID-19 public health emergency and otherwise satisfies the requirements of the CARES Act and other applicable law. For example, a per capita payment to residents of a particular jurisdiction without an assessment of individual need would not be an appropriate use of payments from the Fund.

May Fund payments be provided to non-profits for distribution to individuals in need of financial assistance, such as rent relief?

Yes, non-profits may be used to distribute assistance. Regardless of how the assistance is structured, the financial assistance provided would have to be related to COVID-19.

May recipients use Fund payments to remarket the recipient's convention facilities and tourism industry?

Yes, if the costs of such remarketing satisfy the requirements of the CARES Act. Expenses incurred to publicize the resumption of activities and steps taken to ensure a safe experience may be needed due to

the public health emergency. Expenses related to developing a long-term plan to reposition a recipient's convention and tourism industry and infrastructure would not be incurred due to the public health emergency and therefore may not be covered using payments from the Fund.

May a State provide assistance to farmers and meat processors to expand capacity, such to cover overtime for USDA meat inspectors?

If a State determines that expanding meat processing capacity, including by paying overtime to USDA meat inspectors, is a necessary expense incurred due to the public health emergency, such as if increased capacity is necessary to allow farmers and processors to donate meat to food banks, then such expenses are eligible expenses, provided that the expenses satisfy the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance.

The guidance provides that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. May Fund payments be used to cover such an employee's entire payroll cost or just the portion of time spent on mitigating or responding to the COVID-19 public health emergency?

As a matter of administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred by December 30, 2020. An employer may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department.

May Fund payments be used to cover increased administrative leave costs of public employees who could not telework in the event of a stay at home order or a case of COVID-19 in the workplace?

The statute requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As stated in the Guidance, a cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. If the cost of an employee was allocated to administrative leave to a greater extent than was expected, the cost of such administrative leave may be covered using payments from the Fund.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

Are Fund payments to State, territorial, local, and tribal governments considered grants?

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are "other financial assistance" under 2 C.F.R. § 200.40.

Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Are Fund payments subject to other requirements of the Uniform Guidance?

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?

Yes. The CFDA number assigned to the Fund is 21.019.

If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-

specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.



City of Wasco

Small Business COVID-19 Relief Grant Program

Agenda

The City of Sasco

- u Background
- Grant Program Overview
- Edibility Requirements
- Administration
- Communication and Collaboration
- **u** Recommendation





Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments Updated June 30, 2020

- Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Thus, a grant or loan, for example, provided by a recipient using payments from the Fund must be used by the subrecipient only to purchase (or reimburse a purchase of) goods or services for which receipt both is needed within the covered period and occurs within the covered period.
 - u The direct recipient of payments from the Fund is ultimately responsible for compliance with this limitation on use of payments from the Fund





Grant vs. Loan

- A loan does not necessarily provide immediate relief to small businesses
 - u A loan must be repaid
 - u A loan program would require the City to engage a 3rd party administrator
- A grant allows City to provide financial relief to small businesses without burden of additional debt
 - Grant program can be administered with current City staff





Entire Grant Program \$150,000

- Businesses with at least one but no more than 5 full-time employees who demonstrate a loss of income due to COVID-19
 - **u** \$1000 grants
- Businesses with more than 5 full-time employees who demonstrate a loss of income due to COVID-19
 - u \$5000 grants
- Franchises, chains (national or local), or operations restricted to patrons above the age of 18 will not be eligible for award (i.e. smoke shops and bars are not eligible).
- Grants will be awarded on a first-come, first serve basis for qualified applicants, while funds last

Eligibility Requirements



Applicants must:

- Demonstrate loss of income due to COVID-19
- Operate out of a physical commercial storefront inside Wasco City limits
- u Have an Active City of Wasco business license
- Must have at least one full-time employee
- Be in good standing with the City
- Have been in operation in Wasco for at least one year as of March 1, 2020
- Must not have received/participated in "Kern Recovers Small Business Forgivable Loan Program" of "Federal Paycheck Protection Program"





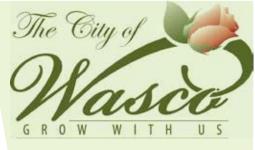
- Businesses awarded a grant must:
 - u Provide documentation within 30 days of receipt of grant award
 - u Following year's business license will be denied until proper documentation is provided or grant repaid
 - u Will have until December 30, 2020 to expend grant





- u Application period will be open September 1, 2020
- u City will issue press release, and promote program on City's website
- City will collaborate with Wasco Is, Orange Hearts Foundation and North Kern News to advertise program

Recommendation



Approve Small Business COVID-19 Relief Grant and direct staff to administer the program until the allotted \$150K fund is expended



STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz Hernandez, City Manager

DATE: August 18, 2020

SUBJECT: Adopt a Resolution authorizing the City Manager to Enter into a Cost-

Share Agreement with the City of Shafter to Conduct a Contract Fire Services Review in Response to Kern County's Proposed Fee Increase for

Fire Services.

Recommendation:

Staff recommends the City Council to allow the City Manager to enter into a cost-share agreement with the City of Shafter to Conduct a Contract Fire Services Review in response to Kern County's proposed fee increase for fire services.

Discussion:

The City of Wasco wishes to enter into a cost-share agreement with the City of Shafter to hire the professional services of CityGate Associates, LLC, to conduct a contract fire services review for participating cities affected in Kern County.

On the June 30, 2020 Kern County Board of Supervisor's meeting, a new fee methodology was introduced which would change the method of calculating fire services fees for contracted cities. The purpose of the contract review is to analyze Kern County's fee increase methodology from "budgeted" to "actual" (direct and indirect) costs for fire service fees. The new methodology would cause the City of Wasco to see a 113% increase.

POTENTIAL CONTRACT COSTS, PER RECOMMENDED FORMULA

City	Fulation Cont.	Future Year Changes												
City	Existing Costs	Year 1	Year 3	Year 5	Year 7									
Arvin	\$624,192	\$745,054	\$986,779	\$1,228,504	\$1,470,228									
Delano	2,279,233	2,436,448	2,750,878	3,065,308	3,379,738									
Maricopa	25,181	237,427	661,919	1,086,412	1,510,905									
McFarland	411,242	568,378	882,652	1,196,926	1,511,200									
Ridgecrest	252,564	457,128	866,258	1,275,387	1,684,516									
Shafter	(255,045)	(171,877)	(5,541)	160,795	327,131									
Taft	459,216	715,831	1,229,062	1,742,294	2,255,525									
Tehachapi	17,180	210,281	596,482	982,683	1,368,884									
Wasco	497,151	577,549	738,345	899,141	1,059,937									

Contracting with CityGate Associates, LLC is a collaborative effort between the city's of Arvin, California City, Delano, McFarland, Ridgecrest, Taft, Tehachapi, Shafter, and Wasco. The City of Shafter will act as a host agency and will administer the professional

services agreement with CityGate Associates, LLC, to conduct a contract fire services review. CityGate Associates, LLC's proposal to conduct a contract fire services review, is \$57,582.00.

Each participating Kern County city agrees to share the cost based on an equal prorata share, $1/9^{th}$, of the cost of the study.

The City Attorney has reviewed the proposed agreement.

Fiscal Impact:

The City of Wasco's cost-share is approximately \$6,398.00.

Attachments:

- 1. Resolution
- 2. Agreement

RESOLUTION NO. 2020 -	
-----------------------	--

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER TO ENTER INTO AN COST-SHARE AGREEMENT WITH THE CITY OF SHAFTER TO CONTRACT CITYGATE ASSOCIATES, LLC TO CONDUCT A CONTRACT FIRE SERVICES REVIEW

WHEREAS, on the June 30, 2020 Kern County Board of Supervisor meeting, a new fee methodology for fire services for contracted cities was introduced; and

WHEREAS, the new methodology would calculate fire services fees from "budgeted" to "actual" costs; and,

WHEREAS, the City of Wasco would see an increase of %113 for fire service; and,

WHEREAS, the City of Shafter has contacted CityGate Associates, LLC to conduct a contract fire services review to analyze Kern County's fire fee increases; and

WHEREAS, the City of Shafter will act as the host agency and will administer the professional services with CityGate Associates, LLC; and,

WHEREAS, this is a collaborate effort with nine Kern County cities who contract fire services with Kern County; and,

WHEREAS, each participating Kern County city agrees to share the cost based on an equal pro-rata share, 1/9th, of the cost of the city; and,

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

SECTION 1: Approve the agreement with the City of Shafter for the professional services of CityGate Associates, LLC to conduct a contract fire services review.

SECTION 2: Authorize the City Manager to endorse the agreement.

	at the foregoing Resolution No. 2020was passed and the City of Wasco at a regular meeting thereof held on <u>August</u> ote:
COUNCIL MEMBERS: AYES: NOES: ABSTAIN: ABSENT:	CORTEZ, ESPITIA, GARCIA, PALLARES, REYNA
Attest: MARIA O. MARTINEZ	TEOFILO CORTEZ JR., MAYOR of the City of Wasco

the Council of the City of Wasco





JULY 8, 2020



WWW.CITYGATEASSOCIATES.COM

600 COOLIDGE DR., STE. 150 **PHONE**: (916) 458-5100 FOLSOM, CA 95630 **FAX**: (916) 983-2090





ANNIVERSARY 1990 | 2020

600 Coolidge Drive, Suite 150 Folsom, CA 95630 PH 916-458-5100 FAX 916-983-2090

July 8, 2020

Gabriel A. Gonzalez
City Manager
City of Shafter
ggonzalez@shafter.com

RE: PROPOSAL TO CONDUCT A CONTRACT FIRE SERVICES REVIEW FOR THE PARTICIPATING CITIES IN KERN COUNTY

Dear Mr. Gonzalez:

Citygate Associates, LLC (Citygate) is pleased to present its proposal to the participating cities in the County of Kern (partner cities) to review their fire services costs and provision options. This introductory letter explains why Citygate is the most experienced fire services consultancy in the Western U.S., especially to address the needs facing the partner cities.

EXTENSIVE FIRE SERVICES AND FISCAL EXPERTISE

Our fiscal and alternative service delivery acumen is unparalleled. Citygate is the most relied upon firm to assist with public safety merger, separation, and contract cost of service studies. We have three such assessments currently underway and have conducted more than 35 of these study types in California alone, some including multiple agencies with widely differing forms of governance, revenue streams, service areas, and demographics. We even completed a police/fire safety Joint Powers Authority feasibility study for four agencies, the first-ever of its kind in California.

In addition, Citygate's Public Safety Principal, Chief Stewart Gary, was awarded the Helen Putnam Award of Excellent and Innovation by the League of California Cities for his successful consolidation of the Livermore and Pleasanton Fire Departments. More information regarding this prestigious honor for innovation can be found here: http://www.helenputnam.org.

When multiple agencies have much at stake, or a project is complex, only consultants with the most exceptional multi-agency experience will suffice. Within the past decade, Citygate has executed many of the largest fire and EMS studies we know of, including for the counties of Los Angeles, San Diego, Alameda, and El Dorado, the cities of San Diego, Oakland, Sacramento, Stockton, San Bernardino, San Jose, the Chino Valley Fire District, the Ventura County Fire Protection District, and the Sacramento Metropolitan Fire District. We were the vendor selected

in a very short time frame by the County of Los Angeles Chief Executive Officer to conduct the Woolsey Fire Disaster After Action Report. We were also selected as the only firm to provide consulting services to the Orange County Fire Authority for service level reviews (audits) in each of its lines of business over a two-year period, including a field services deployment review that is nearly complete, culminating in an agency-wide Applied Strategic Plan.

We also understand the fact pattern in and around Kern County. Citygate has completed two fire services studies for the City of Bakersfield—a Standards of Coverage study and an assessment of planned fire station sites in growing areas of the City—and we have extensive fire services consulting experience in the adjacent counties of Kings, San Luis Obispo, Santa Barbara, Ventura, Los Angeles, and San Bernardino.

Overall, Chief Gary and his team of subject matter specialists have performed over <u>400</u> fire service studies over the last 19 years; his deployment studies within California alone have served over <u>19</u> <u>million</u> residents. That is <u>48 percent</u> of California's population. As a result, Chief Gary's project team is the most prolific in California, if not the Western U.S.

OUR TEAM OF SPECIALISTS

Citygate is known as the "tough" problem team and we are frequently hired after the situation is so polarized that the stakeholders cannot risk an inexperienced consultancy team making the project worse. We typically are awarded the tough, "Gordian Knot" projects.

Citygate has an outstanding track record with our clients. When Citygate commits to a client, we commit to that client's long-term success, far beyond the scope of the initial project. We strongly encourage the partner cities to contact our project references—they are *golden*. This experienced team will not present lofty ideas that have no practical chance of implementation or acceptance. What sets

"We work with consultants, obviously, all the time, but the work that Citygate did on this report is some of the best I've seen in my tenure here."

-Former San Diego County CAO

us apart is our ability to weave our experience with our clients' facts and needs into recommendations that can positively move their fire services decisions ahead.

Citygate is an independent company and is not co-owned or under the control of any professional or standards-setting organization in fire services or government management. All Citygate's principals and key consultants have had very successful careers first in local government, then consulting. We are not academics or professional standards organization members that are trying to communicate only one policy agenda determined by its members rather than meeting the needs of the partner cities.

Citygate would be honored to be of service to the partner cities in these challenging times for public safety providers. Our proposed Work Plan and costs are designed to be incremental and only performed at the direction of the partner cities.

Citygate believes that, upon the partner cities' review of our proposal and unique qualifications, you will find that Citygate's team of multi-disciplinary consultants will exceed the partner cities' expectations!

* * *

As President of the firm, I am authorized to execute a binding contract on behalf of Citygate Associates, LLC. Please feel free to contact me at our headquarters office, located in Folsom, California at (916) 458-5100, extension 101 or via e-mail at dderoos@citygateassociates.com.

Sincerely,

David C. DeRoos, MPA, CMC, President

cc: Stewart Gary

TABLE OF CONTENTS

Section		<u>Page</u>
Cover Letter		Precedes Table of Contents
Section 1—Wo	ork Plan and Methodology	1
1.1	Overview of Work Plan	1
1.2	Project Approach	1
1.3	Work Plan Task Sequence	2
1.4	Study Components With Which the Partner Cities Must Assist	5
1.5	Project Schedule	5
Section 2—Pro	oject Team	7
2.1	Citygate's Project Team	7
2.2	Necessary Project Team Skills	7
2.3	Project Team / Project Roles	7
Section 3—Fir	m Information and Qualifications	10
3.1	Citygate Associates Project Experience	10
3.2	Similar Completed Engagements	10
3.3	Citygate Client Summary	14
3.4	Client References	21
Section 4—Pro	oject Cost	22
4.1	Proposal Costs	22
	4.1.1 Hourly Rates	23
	4.1.2 Billing Schedule	23
Appendices		
Appendix A	Code of Ethics	
Appendix B	Project Team Resumes	
	Stewart Gary, MPA	1
	Andrew Green, MBA	6
	Jane Chambers, MPA	9
	David DeRoos, MPA, CMC	12

SECTION 1—WORK PLAN AND METHODOLOGY

1.1 OVERVIEW OF WORK PLAN

Citygate's Work Plan is presented in this section and details a fire services cost evaluation and service delivery study for the participating cities in Kern County (partner cities). Citygate understands that the partner cities require an proposed analysis of the County Department well charges, as as recommendations for services to contain costs while providing essential services to residents and visitors.

Chief Gary and his team of subject matter specialists have performed well over 400 fire service delivery studies; his deployment studies within California alone have served approximately 19 million residents.

1.2 PROJECT APPROACH

Citygate's project approach is consistent with our Project Team members' experience in fire service administration. We utilize various National Fire Protection Association (NFPA) publications as best practice guidelines for career fire service deployment, the Insurance Services Office (ISO), and the self-assessment criteria of the Commission on Fire Accreditation International (CFAI). We do not use simple or one-size-fits-all measures.

We have extensive fiscal cost allocation experience both as agency executives and as consultants on multiple fire service merger, separation, and contract cost of service studies. There is no "textbook" on inter-agency cost sharing. There has to be experience brought to the analysis.

As former practicing professionals in fire service, finance, and city administration, the partner cities are in effect, getting the expertise of an external seasoned department head team, not the opinions of junior staff members or consultants who have spent little time on the front lines managing in local government.

A significant strength of the Citygate team is that we develop reports with specific recommendations, tailored to the local situation, that are implementable. Our reports identify specific areas that are working well, where improvements can be made, and what new resources, if any, would be needed to implement the recommendations.

1.3 WORK PLAN TASK SEQUENCE

Our Work Plan is comprised of five tasks and is detailed throughout this section. We intend to review our Work Plan and schedule with the partner cities prior to beginning work. After obtaining additional input, we will finalize our Work Plan and the accompanying schedule.

Task 1: Initiate the Project and Gather Data

Subtasks

- ◆ Obtain and review County/Department documentation; acquire background information.
 - We will develop and submit a list of all documents relevant to this project. The documents consist of, but are not limited to, prior fire services studies, Fire Department supporting data, staff reports, the Fire Department budget, and the operating plan for the partner cities. Once we receive the requested documentation, we will review it prior to conducting our interviews later in this task. We have found that reviewing this information prior to our interviews improves the effectiveness and value of the interviews we conduct because it results in more specific questions and more definitive information.
- Develop detailed Work Plan schedule for the project.
 - We will develop a detailed work schedule and final project schedule for the project. These tools will assist both the consultants and the partner cities' project coordinator to monitor the progress of the study.
- ◆ Conduct videoconference with the City Managers and, separately, the County staff representatives to initiate study.
 - A key to a successful consulting engagement is a mutual understanding of the project's scope and objectives. The members of our team will conduct a videoconference with the partner cities' representatives to correlate our understanding of the study's scope and ensure that our Work Plan and project schedule are mutually agreeable. In our experience, this early effort to clearly define expectations, roles, and lines of communication results in a better focus on substantive issues as the engagement progresses.

- ♦ Interview County, Department, and partner city leadership.
 - To enhance our understanding of the issues at stake, we will conduct videoconferences with County officials, the Fire Department leadership, and leadership of the partner cities.
- Provide monthly status reports.
 - Citygate will provide monthly written status reports, along with an invoice, that describe work performed in the prior month, work scheduled in the upcoming month, and any study issues or project and budget issues.

Meetings

There will be multiple videoconference calls during this task to kick-off the project, establish relationships, conduct stakeholder interviews, develop an understanding of the proposed cost sharing plan structure, and set information gathering into agreement and motion.

Task 2: Assess the Proposed Cost Reallocation Structure

Subtasks

- Assess the existing and proposed cost of services plans.
 - Review the existing cost plan, revenue projections, and shortfall needs.
 - Review the proposed cost allocation plan and other approaches that were considered and why the proposed plan was the single best fit.
 - > Understand the services provided and any changes envisioned.
 - Evaluate alternative cost sharing methods and options for the partner cities to consider to contain costs while providing essential services to residents and visitors.

Meetings

Interviews and meetings in this task may be necessary to fully understand the existing and proposed cost of services plans. To control costs and save time in scheduling, these meetings will be conducted via videoconference.

Task 3: Conduct a Mid-Project Review

Subtasks

- Conduct a mid-project review with the partner cities.
 - With most engagements we have found it beneficial, upon the completion of the initial review work, to conduct a mid-project review before writing a report. The purpose of this review is to allow the partner cities to review the conclusions and tentative recommendations from our analysis. This will also be an opportunity for the partner cities and consultants to perform fact-checks and make any mid-course corrections before additional work occurs.
 - The Citygate team will brief the partner cities' leadership on-site regarding our working opinions using PowerPoint and fiscal exhibits, as necessary. If an on-site meeting is not possible with the partner cities, a videoconference can be conducted.

Meetings

There will be one on-site trip in this task to perform the mid-project review.

Task 4: Prepare and Deliver the Draft Report

Subtasks

- ♦ The Citygate team will prepare a comprehensive Draft Report which:
 - Summarizes the pros and cons of the proposed and alternative cost allocation methods.
 - Presents a review of how our approach and analyses were conducted.
 - Describes major findings.
 - Presents an explanation of options we identified.
- ◆ Upon completion of the Draft Report, an electronic version in Microsoft Word will be sent to the partner cities' project manager for comments using the "track changes" and "insert comments" tools in MS Word. Our normal practice is to review a draft of our report with management personnel to ensure that the factual basis for our recommendations is correct and to allow time for a thorough review. In addition, we take time to discuss any areas that require further clarification or

amplification. It is during this time that understandings beyond the written text can be communicated.

Meetings

We will schedule a video teleconference meeting with partner cities' leadership to discuss and fact-check the Draft Report, answer any questions, and agree on elements for the Final Report.

Task 5: Prepare and Deliver the Final Report

Subtasks

- ♦ The process of Final Report preparation is an important one. Implicit in this process is the need for a sound understanding of how our review was conducted, what issues were identified, why our recommendations were made, and how implementation should be accomplished.
- Prepare Final Report and oral presentation as desired.

Meetings

There will be one on-site meeting to make an oral presentation of the Final Report to the audience of the partner cities' choosing. If an on-site presentation is not possible with the partner cities, a videoconference can be conducted.

1.4 STUDY COMPONENTS WITH WHICH THE PARTNER CITIES MUST ASSIST

The partner cities have the capability to provide data needed to complete the scope of work required for this project. Therefore, Citygate anticipates the partner cities will assist with this project by:

- Using a document request questionnaire issued by Citygate, submitting existing agency documents describing their services, budgets, expenses, and performance measures, if any.
- Providing other data as requested by Citygate.

1.5 PROJECT SCHEDULE

Citygate anticipates this project will span five months if we are engaged in July and the partner cities all provide the requested information within 30 days. Citygate is available to start the project immediately upon award of a contract. The following table displays a Work Plan timeline:

Work Plan Timeline

Task	Month 1		Month 2			Month 3			Month 4			4	Month 5			5				
1: Initiate the Project and Gather Data			•																	
2: Assess the Proposed Cost Reallocation Structure																				
3: Conduct a Mid-Project Review																				
4: Prepare and Deliver Draft Report																•				
5: Prepare and Deliver Final Report																				

Videoconference

On-site meeting / briefing session

SECTION 2—PROJECT TEAM

2.1 CITYGATE'S PROJECT TEAM

Citygate's capabilities for this service can be simply stated: the experience and talents of our Project Team members! We know that successful results come from Citygate's ability to handle, as necessary, six critical roles in cooperation with the partner cities: (1) champion; (2) stakeholder listener; (3) subject matter trainer/specialist; (4) meeting facilitator; (5) coach and content specialist; and (6) final strategist/advisor.

Citygate's team members, in their agency and consulting careers, *have successfully walked the talk* on multiple fire service merger, separation, and contract cost of service studies by focusing on the inclusion of culture and communications with rigorous analytic methods. These elements build a business case which elected officials and agency employees can <u>both</u> understand.

The Citygate team has a multiple-disciplinary approach that includes the full range of skills required to execute this challenging project. The diverse group of specialists comprising Citygate's proposed Project Team have worked on prior projects to integrate their respective expertise into comprehensive, compelling, and creative strategies to accomplish agency objectives.

2.2 Necessary Project Team Skills

Citygate's team members possess the skills necessary to successfully complete this project, including:

- Fire department deployment principles and practices
- ♦ Fire department staffing
- Fire services command and organizational structure
- Fire department performance measurement
- Operating and capital budgeting
- County management and cost of services analysis
- ♦ Land use planning
- Strategic, master, and business planning.

2.3 PROJECT TEAM / PROJECT ROLES

The qualifications of the Project Team are critical, as it is the expertise and the capabilities of the consultants involved in the project that ultimately determine the success of the project. We have

carefully assembled the team members to provide the knowledge, depth, judgment, and sensitivity required to perform this engagement. Please note that the role of each team member is described in *italics* after their biographical paragraph. Full resumes for each consultant are presented in **Appendix B**. Primary members of our Project Team include the following experienced consultants:

Chief Stewart Gary, MPA, Public Safety Principal and Project Director



Chief Gary is the Public Safety Principal for Citygate Associates and is the retired Fire Chief of the Livermore-Pleasanton Fire Department in Alameda County, California. For over fourteen years, he has been a lead instructor, program content developer and consultant for the Standards of Response Coverage process. For many years he annually taught a 40-hour course on this systems approach for fire deployment at the California Fire Academy, and he teaches and consults across the United States and Canada on the Standards of Response Coverage process. Over the last 19 years, he has performed well over

400 merger, contract for service, and deployment studies on departments ranging from Minneapolis, Minnesota to San Diego, California to Los Angeles County. He directed every project described in this proposal.

Significant to this fire services review effort, he successfully used planning, team building, culture development and process re-design tools to successfully design, lead and manage the award-winning Livermore-Pleasanton Fire Department Consolidation. Chief Gary also conducts team building and team coaching workshops for executive fire management teams.

Chief Gary will lead the study, draft reports, and conduct the briefing presentations.

Andrew Green, MBA, Fiscal Specialist



Mr. Green has over 35 years of experience in all aspects of municipal finance, including as a professional manager. He has had primary responsibility for the development and monitoring of citywide budgets for four municipalities, with total budgets ranging from \$70 million to \$680 million. He developed and finetuned long-range financial plans for multiple municipalities, including playing a lead role in taking the City of Pasadena from a \$10 million General Fund operating deficit to a \$5 million General Fund operating surplus. Since joining Citygate, Mr. Green has provided financial analysis for several agencies in

southern, central, and northern California and the State of Washington. Mr. Green also has a Master of Business Administration degree with honors.

Mr. Green will conduct the fiscal analysis portion of the study and co-conduct the briefing presentations.

Jane Chambers, MPA, ICMA-CM, Local Government Specialist



Ms. Chambers is a Senior Associate with Citygate Associates. Ms. Chambers' 25 years in local government includes executive leadership as a City Manager, Assistant City Manager, Public Works Director, and Human Resources Director in full-service urban and suburban communities (Burbank, CA; Daly City, CA; San Bruno, CA; and Burnsville, MN). Ms. Chambers served as Ukiah, CA City Manager for seven years, retiring in June 2015, and then served as Interim Assistant City Manager for the City of Sunnyvale, CA, and recently again

provided interim support to the City Manager's office in Sunnyvale during its permanent Deputy City Manager search process. Throughout her career, Ms. Chambers successfully implemented strategic realignment of service delivery systems, including financial resources, to achieve improved and sustainable programs for citizens.

Ms. Chambers has expertise assisting elected officials, agency staff, and community stakeholders identify and achieve desired goals in complex financial and operational environments, in completing analysis of policy and economic issues as well as operational and service delivery experience in parks and recreation, economic and community development, housing, human resources, public works, water, sewer, and solid waste *private services*. Ms. Chambers is an ICMA Retired Credentialed Manager, having earned and maintained this recognition annually for more than a decade, and earned a Master of Public Administration Degree from UCLA, and an undergraduate degree in Political Science from California State University, Northridge.

Ms. Chambers will assist the team with the policy and multi-agency impacts of sharing fire services given her City Manager experience in these areas.

David DeRoos, MPA, CMC, Citygate President



Mr. DeRoos has 30 years of experience as a consultant to local government, preceded by five years as an assistant to the City Administrator. He earned his undergraduate degree in Political Science/Public Service (Phi Beta Kappa) from the University of California, Davis and holds a Master of Public Administration degree from the University of Southern California. Prior to becoming a Principal in Citygate in 1991, he was a Senior Manager in the local government consulting division of Ernst & Young.

Mr. DeRoos is responsible for ensuring the project is conducted smoothly and efficiently within the schedule and budget allocated, and that project deliverables meet Citygate's and the client's quality standards.

SECTION 3—FIRM INFORMATION AND QUALIFICATIONS

3.1 CITYGATE ASSOCIATES PROJECT EXPERIENCE

Citygate Associates, LLC, founded in 1990, is dedicated to assisting public sector agencies to improve services. Citygate's Public Safety Services practice area conducts consolidation feasibility analyses, deployment and station location analyses, master and strategic plans, organizational efficiency studies, risk assessment studies, performance audits, staffing studies, and GIS for cities, counties, and districts throughout the United States.

Citygate has conducted well over 500 successful engagements for public agencies throughout the United States, including over 400 public safety services projects.

Citygate has completed many projects that are very similar to the work requested in this study. Citygate provides a description of our previous related fire services engagements in the following subsection. For more detailed information on Citygate's services, or a more detailed list of Citygate's fire services projects, please visit our website at www.citygateassociates.com.

3.2 SIMILAR COMPLETED ENGAGEMENTS

The following is a description of previous related fire services engagements. Following the description of our related studies, we provide a summary listing of other related completed fire services engagements, and finally, a list of references.

Cities of Newark and Union City, CA – Fire Services Alternatives Study

Citygate completed a feasibility analysis of the services, costs, and key issues regarding contracting with Alameda County for fire services. The key issues assessed included the increasing expense of Other Post-Employment Benefits and a number of shared governance issues. This study assessed three different service delivery options.

Cities of Hesperia, Adelanto, and Victorville and the Town of Apple Valley – <u>Public Safety</u> <u>Joint Powers Authority Feasibility Study</u>

Citygate conducted a feasibility study for the Cities of Hesperia, Adelanto, and Victorville and the Town of Apple Valley to determine the potential for a Public Safety Joint Powers Authority to manage fire and/or police services among the agencies.

Cities of Brea and Fullerton, CA – <u>Feasibility Analysis for Providing Multi-City Fire Services</u> under JPA Jurisdiction

Citygate performed a study to evaluate all feasible alternative opportunities for completing and enhancing the fire services consolidation already implemented in the Cities.

Cities of Manhattan Beach and Hermosa Beach – <u>Operational Assessment of the Cooperative</u> Fire Department Response Plan

Citygate provided an incident response statistics assessment of the mutual response plan between the Manhattan Beach and Hermosa Beach Fire Departments to identify what service alternatives exist. This assessment also included a Standards of Coverage study.

City of Pismo Beach, CA – <u>Consolidation Feasibility Study</u>

Citygate conducted a high-level assessment of the feasibility of fire agency consolidation for these agencies: Pismo Beach, Arroyo Grande, Grover Beach, and the Oceano Community Services District. The partners desired an independent review of the fire department service relationships to determine if a functional or a full consolidation of one or more departments would provide cost stabilization while maintaining effective services. Options explored include a City-owned fire department, a contract with CAL FIRE, or full consolidation. The study included a strong volunteer fire service component. The study used geo-mapping tools to briefly review fire station service areas and conduct an assessment of expenses, and it included an examination of governance options.

Cities of Redlands and Loma Linda, CA – Fire Department Consolidation Feasibility Analysis

Citygate performed a fire department consolidation feasibility analysis for the cities of Redlands and Loma Linda, California. This study assisted the cities with determining if they should create a joint agency that would be a more efficient governmental organization that will provide improved services at controlled or lower costs. The study also focused on the possibilities to streamline the allocation of resources and equipment so that the most cost-effective apparatus, facility, training, prevention, and safety services could be provided.

Southern Marin Fire Protection District and City of Sausalito, CA – <u>Fire Consolidation</u> Analysis

Citygate performed a feasibility analysis to help the City of Sausalito and the Southern Marin Fire Protection District identify opportunities to expand and strengthen their services and other non-emergency functions between the two agencies.

At the end of the three phases of the analysis, the City chose to merge into the Fire District upon a successful Local Area Formation Commission and City vote process.

Orange County Fire Authority, CA – <u>Organizational Service Level Reviews</u>

As part of a Master Services Agreement, Citygate has currently been retained to provide five asneeded organizational service level assessments of operations for Orange County Fire Authority's major cost centers. Each service level assessment will evaluate, at a forensic, data-driven level, the operational performance of the cost center, not just compared to national and Citygate team best practices but also to the needs of the Orange County Fire Authority, its employees, and its agency customers. To date, Citygate has been retained to provide five such assessments, including for the Emergency Command Center, the Executive Leadership Team and Human Resources functions, the Emergency Medical Services Department, Field Deployment services, and the Fleet Services Division.

City of San Jose, CA – Fire Department Organizational Review

Citygate conducted a large organizational review of the San Jose Fire Department. This review evaluated the delivery of Fire Department services, technological improvements as they relate to Department response time performance, and increases in Department efficiencies in operations. To accomplish this, Citygate conducted a detailed community risk assessment; a Standards of Coverage (SOC) review; an evaluation of the Department's organizational climate and structure, including an online employee survey; an EMS Program review; a review of the Communications Center; and an assessment of fiscal impacts, phasing, and possible next steps of changes recommended by Citygate. The SOC review included an analysis of the impact of traffic congestion on response times.

City of San Diego, CA – <u>Standards of Coverage Update Analysis (With Traffic Congestion</u> Analysis)

Citygate performed a Standards of Coverage update analysis based on our 2010 study for the San Diego Fire-Rescue Department, including a comprehensive assessment of the Department's deployment fact-pattern in light of changes over the prior six years.

Santa Barbara County, CA – *Operational Enhancements Update*

Citygate is currently performing an operational enhancements update for the County of Santa Barbara Fire Department. Citygate will use the Standards of Coverage multi-step process to determine if fire station locations and crew/apparatus staffing are meeting the unique needs of the Department's service areas. This study is an update to the fire service deployment and departmental performance audit study Citygate performed for the Department in 2012.

City of Glendale, AZ – <u>Comprehensive Public Safety Deployment and Performance Review of</u> the Police and Fire Departments

Citygate performed a comprehensive deployment and performance review for the Fire and Police Departments in Glendale, Arizona. This review included a Standards of Coverage and headquarters assessment for fire services, as well as a police services analysis and an advanced data overview for both Departments. Citygate also conducted a staffing analysis.

City of Pearland, TX – <u>Standards of Coverage and Staffing Utilization Study</u>

Citygate performed a Standards of Coverage and staffing utilization study for the City of Pearland, Texas. The study was conducted to help determine how to best staff and equip the Department to meet its mission in light of rapid and anticipated continued growth. The City desired a performance review of the delivery of all Fire Department services, as well as recommendations to ensure service delivery meets best practices. The Final Report was received by the City Council with great support and positivity, as the Council unanimously voted in favor of implementing all of Citygate's recommendations

Maui County, HI – Performance and Fiscal Audit of the Department of Fire and Public Safety

Citygate performed a performance and fiscal audit of the Department of Fire and Public Safety in Maui, Hawaii. This study was specifically designed to analyze the County's budgeted resource capacity and the utilization and allocation of those resources, and it provided recommendations for resource utility to ensure the County has the right resources performing the right services to allow the County to effectively achieve its strategic objective of providing a safe community for its residents.

Kings County, CA – <u>Standards of Coverage and Staffing Study</u>

Citygate conducted a Standards of Coverage and staffing study, intended by the County as a foundation for future planning and resource allocation. Citygate reviewed current and projected growth, service delivery system alternatives, resources, deployment, operations, values at risk, and operational support systems.

Yuba County, CA – Shared Fire Services Analysis

Citygate assessed the feasibility for shared fire services amongst the fire agencies of the valley floor of Yuba County. This multiple-phase review assessed the possibility for operational and administrative consolidations, cooperative agreements, Joint Powers Authorities, contracts-for-service, or other viable options for consolidation.

Solano County Local Agency Formation Commission, CA – <u>Fire Districts Deployment and Fiscal/Governance Options Analysis</u>

Citygate performed a deployment analysis, with fiscal/governance options analysis, for the County of Solano Local Agency Formation Commission, which included the Cordelia Fire Protection District, the Vacaville Fire Protection District, the Suisun Fire Protection District, and the Montezuma Fire Protection District. The deployment analysis utilized the Standards of Coverage systems approach to fire department deployment as published by the Commission on Fire Accreditation International. The fiscal governance options analysis utilized the deployment analysis to review the cost and governance complexity of providing the services as independent

agencies, which was then compared to a best-fit form of merger, contract, joint powers authority, or district reorganization.

El Dorado Local Agency Formation Commission, CA – <u>Countywide Fire and Emergency</u> Services Study

Citygate performed a fire and emergency services study to evaluate fire services Countywide and to provide actionable recommendations on how to ensure sustainable, adequate, and cost-effective coverage. This study was undertaken because eight of the 14 agencies providing fire and emergency services to El Dorado County had insufficient revenue streams and had been relying on supplemental funding from the County; without these funds, some agencies would not be able to meet service demands. The study exceeded the Local Agency Formation Commission's and the stakeholders' expectations.

San Diego County Office of Emergency Services, CA – <u>Countywide Deployment Study for Regional Fire, Rescue, and Emergency Medical Services (57 Total Fire Agencies)</u>

Citygate completed a project to implement a phased process designed to establish a blueprint for improving the County of San Diego's regional fire protection and emergency medical system. The study assessed levels of service, identified future needs, provided options for a regional governance structure, and developed

"We work with consultants, obviously, all the time, but the work that Citygate did on this report is some of the best I've seen in my tenure here."

Walter Ekard, Former Chief Administrative Officer San Diego County

cost-feasible proposals to improve the region's ability to respond to natural or manmade disaster, including wildfires, earthquakes, terrorism, and other multi-hazard events; bolster day-to-day operations for local agencies; and enhance the delivery of fire and emergency medical services in the County.

The study exceeded the County's expectations and was very well received by the elected officials and stakeholders in May 2010. The Board of Supervisors voted 5–0 to adopt Citygate's recommendations, and the County is now in the process of implementing the recommendations.

3.3 CITYGATE CLIENT SUMMARY

Citygate here presents a list of consolidation projects, SOC/deployment studies, headquarters reviews and strategic plans, and general projects we have completed.

Consolidations and Contract-for-Service Analyses

- City of Arcata, CA Fire Services Feasibility Analysis
- Cities of Brea and Fullerton, CA Feasibility Analysis for Providing Multi-City Fire Services under JPA Jurisdiction
- ◆ Cities of Burlingame, Millbrae, and San Bruno and ◆
 Town of Hillsborough, CA Fire Services Merger
 Technical Implementation
- ◆ City of Covina, CA Contract-for-Service Analysis
- ◆ Cities of Eagan and Burnsville, MN Fire Services Merger
- ◆ El Dorado LAFCO (CA) Countywide Fire and Emergency Services Study
- ◆ City of Emeryville, CA Assessment of Fire Service Provision Options
- ◆ City of Eureka and Humboldt No. 1 FPD, CA Consolidation or Contract Fire Services Feasibility Analysis
- ◆ City of Greenfield and the Greenfield Fire Protection District, CA – Fire Services Reorganization Study
- ◆ Heartland Communications Facility Authority, CA ◆
 Second Phase Merger Feasibility Study
- ◆ City of Hermosa Beach, CA Analysis of Contract for Fire Services Proposal
- ◆ Cities of Hesperia, Adelanto, and Victorville and Town of Apple Valley, CA Public Safety JPA Feasibility Study
- ◆ Lawrence Livermore National Security (CA) Fire Consulting Services
- ◆ City of Lodi, CA Contract for Services Feasibility Analysis
- ◆ Cities of Manhattan Beach and Hermosa Beach, CA – Operational Assessment
- ◆ Cities of Monterey, Pacific Grove, and Carmel, CA – High-Level Consolidation Feasibility Analysis
- ◆ Cities of Newark and Union City, CA Consolidation or ALCO Contract for Services Study
- ◆ Cities of Orange, Fullerton, and Anaheim, CA Consolidation Feasibility Analysis
- ◆ Cities of Patterson and Newman, and West Stanislaus County FPD, CA – Joint Fire Protection ◆ Study
- ◆ City of Pinole, CA Regional Fire Service Delivery Study

- Cities of Pismo Beach, Arroyo Grande, and Grover Beach and Oceano CSD, CA – High-Level Consolidation Feasibility Analysis
- ▶ Placer County, CA Fire Service Consolidation Implementation Plan
- Presidio Trust and National Park Service (CA) Fire Services Reorganization
- City of San Diego Fire-Rescue Department, CA Ambulance Contract Analysis and System Re-Bid Design
- San Diego County Office of Emergency Services (CA) – Countywide Deployment and Fiscal Study for Regional Fire, Rescue, and Emergency Medical Services (57 Total Fire Agencies)
- ◆ City of San Luis Obispo, CA Police/Fire Dispatch Merger Analysis
- ◆ Cities of San Mateo, Foster City, and Belmont, CA JPA Workshop
- ♦ City of Santa Rosa and Rincon FPD, CA Fire Consolidation Analysis
- ◆ City of Sausalito and Southern Marin FPD, CA Fire Consolidation Implementation Analysis
- Seaside and Marina Fire Services, CA Consolidation Implementation Assistance
- ◆ Snohomish County Fire District 1, WA Review of Regional Fire Authority Financial and Level-of-Service Plan
- City of Sonoma and Valley of the Moon FPD, CA – Fire Services Reorganization Study
- ◆ City of South Lake Tahoe, CA Fire Department Consolidation Feasibility Analysis
- South Santa Clara County Area Fire Departments,
 CA Reorganization Feasibility Study
- UC Davis and Cities of Davis, West Sacramento, and Woodland, CA – Consolidation Feasibility Analysis
- UC Santa Cruz and City of Santa Cruz, CA Consolidation Feasibility Analysis
- City of Ukiah and Ukiah Valley Fire District, CA
 Feasibility of Establishing a "District Overlay"
- ◆ City of Victorville, CA Fire Services Options Review
- ◆ Yuba City, CA Fire Services Organizational Review
- ♦ Yuba County Valley Floor Agencies, CA Fire Services Merger Study

Fire Standards of Coverage / Deployment Studies

- ◆ City of Alameda, CA
- Alameda County, CA
- Alameda County Fire Department, CA
- ◆ City of Bakersfield, CA
- ◆ City of Bloomington, MN
- ◆ City of Brentwood, CA
- City of Calexico, CA
- City of Carlsbad, CA
- ◆ Carpinteria-Summerland FPD, CA
- ◆ Central FPD of Santa Cruz County, CA
- ◆ Chino Valley Fire District, CA
- ◆ City of Cleveland, OH
- ◆ Coastside FPD, CA
- ◆ City of Costa Mesa, CA
- ◆ Cosumnes CSD, CA
- ♦ City of Eagan, MN
- ◆ East Contra Costa County FPD, CA
- ◆ El Dorado Hills Fire District, CA
- ◆ City of Emeryville, CA
- ◆ City of Enid, OK
- ◆ City of Eureka, CA
- City of Fairfield, CA
- ◆ City of Folsom, CA
- City of Fremont, CA
- ◆ City of Georgetown, TX
- City of Huntington Beach, CA
- ♦ Kings County, CA
- ◆ Lakeside FPD, CA
- ◆ Los Angeles County EMS, CA
- ◆ City of Manhattan Beach, CA
- ♦ Marin County, CA
- ♦ Menlo Park FPD, CA
- ◆ City of Merced, CA
- ◆ City of Milpitas, CA
- ◆ City of Minneapolis, MN
- Missouri City, TX
- Montecito FPD, CA
- City of Monterey Park, CA
- ◆ City of Morgan Hill and Partners, CA
- ◆ City of Mountain View, CA
- National City, CA
- ♦ North County FPD, CA
- ◆ North Lake Tahoe FPD, NV
- ◆ City of Oakland, CA
- ◆ City of Ogden, UT
- ◆ City of Orange, CA
- Orange County Fire Authority, CA

- ◆ City of Orem, UT
- City of Palm Springs, CA
- City of Pasadena, CA
- ◆ City of Pearland, TX
- City of Redlands, CA
- ◆ City of Roseville, CA
- ◆ Ross Valley Fire Department, CA
- ◆ City of Sacramento, CA
- ◆ Sacramento Metropolitan Fire District, CA
- City of San Bernardino, CA
- City of San Diego, CA
- ◆ City of San Jose, CA
- ◆ City of San Luis Obispo, CA
- City of San Marcos, CA
- ◆ City of San Mateo, CA
- ◆ San Mateo County, CA
- ♦ San Ramon Valley FPD, CA
- Santa Barbara County, CA
- City of Santa Clara, CA
- ◆ Santa Clara County, CA
- ◆ City of Santa Monica, CA
- ◆ City of Seaside, CA
- ♦ Snohomish County Fire District 1, WA
- Solano County Local Agency Formation Commission, CA
- ♦ South County Fire Authority, CA
- ◆ Southern Marin FPD, CA
- ♦ South Placer FPD, CA
- ◆ City of South San Francisco, CA
- ♦ South San Mateo County, CA
- ♦ South Santa Clara FPD, CA
- Stanislaus Consolidated FPD, CA
- ◆ City of Stockton, CA
- ◆ Suisun City, CA
- ◆ City of Sunnyvale, CA
- ◆ City of Tacoma, WA
- ◆ Templeton CSD, CA
- ◆ Travis County ESD No. 6, TX
- ◆ City of Vacaville, CA
- ◆ City of Vallejo, CA
- ◆ Valley Center FPD, CA
- City of Vancouver, WA
- ♦ Ventura County FPD, CA
- City of Victorville, CA
- ◆ City of Vista, CA
- ◆ City of Woodland, CA
- ♦ Yuba City, CA

Headquarters Reviews and Strategic Plans

- ◆ City of Anacortes, WA
- ◆ City of Andover, KS
- ◆ Aptos/La Selva FPD, CA
- ◆ City of Atwater, CA
- ◆ City of Belmont, CA
- ◆ City of Beverly Hills, CA
- ◆ Butte County, CA
- ◆ City of Carlsbad, CA
- ◆ Clark County FPD No. 6, WA
- ◆ City of Corona, CA
- ◆ Cosumnes CSD, CA
- ◆ City of Dixon, CA
- ◆ City of DuPont, WA
- ◆ East Contra Costa County FPD, CA
- ◆ El Dorado Hills Fire District, CA
- ◆ Fresno County, CA
- Groveland Community Services District, CA
- ◆ Lakeside FPD, CA
- ◆ Los Angeles Area Fire Chiefs Association, CA
- ◆ Los Angeles County, CA
- ◆ Madera County, CA
- ◆ City of Mont Belvieu, TX
- ♦ Monterey County, CA

- ◆ Mountain House CSD, CA
- ◆ City of Mukilteo, WA
- ◆ City of Napa, CA
- ◆ Napa County, CA
- ◆ City of Newark, CA
- ◆ City of Oakdale / Oakdale Rural FPD, CA
- ◆ City of Oceanside, CA
- ◆ City of Orange, CA
- ◆ City of Peoria, AZ
- Presidio Trust, CA
- ◆ Port of Long Beach, CA
- ◆ Port of Los Angeles, CA
- ◆ Rock Creek Rural FPD, ID
- ◆ Salida FPD, CA
- ◆ Salton CSD, CA
- ◆ City of San Luis Obispo, CA
- ◆ City of Santa Monica, CA
- ◆ City of Soledad, CA
- ◆ City of Surprise, AZ
- ◆ Travis County ESD #6, TX
- ◆ Town of Windsor, CA
- ◆ University of California, Davis
- University of California, Merced
- ◆ City of Yucaipa, CA

General Studies

- ◆ Alameda County Health Care Services Agency (CA) – EMS System Consultation Services
- ◆ Alameda County, CA Union City Fire Station Closure Analysis
- ◆ Alameda County, CA Incident Management Teams
- ◆ City of Albany, NY Management Audit
- ♦ City of Alpine Springs, CA Services Cost Sharing
- ◆ City of Atascadero, CA Project Impact and Mitigation Assessment
- ◆ Bay Area UASI (CA) Incident Management Training
- ◆ Cities of Brea and Fullerton, CA Fire Resource and Ambulance Plan
- ◆ City of Brentwood, CA Service Costs and Options
- ◆ City of Calistoga, CA Fire Safety Review
- ◆ Chabot-Las Positas Community College District, CA – Fire Services and EMS Training Facility Review
- ◆ City of Chula Vista, CA Analysis of Overtime Use; Fiscal and Operational Policy Assistance for ALS Plan
- ◆ City of Cloverdale, CA Impact Fees
- ◆ Contra Costa County, CA Financial Review
- ◆ City of Copperopolis, CA Fire Prevention
- ◆ City of Corona, CA Fire Prevention
- ◆ City of Costa Mesa, CA Potential Fire Station #6 Closure Impact Evaluation
- ◆ City of Davis, CA Operations / Management
- ◆ Donnelly Rural Fire Protection District, ID Mitigation
- ◆ East Contra Costa Fire Protection District, CA – Mapping Analysis
- ◆ City of El Dorado Hills, CA Peer Review
- ◆ City of Encinitas, CA Fire Station Review
- ◆ EMSA Training Program Development
- ◆ City of Fairfield, CA Review of the Fire Station Needs for the Fairfield Train Station Specific Plan

- Orange County Fire Authority Service Level Assessment of the Executive Leadership Team and Human Resources Functions
- Orange County Fire Authority Service Level Assessment of the Fleet Services Division
- ◆ City of Paso Robles, CA Fire Services Review and City Council Workshop
- ♦ City of Patterson, CA Advance Planning
- ◆ PG&E Mitigation
- ◆ City of Piedmont, CA Emergency Operations Center Training
- ◆ Placer County, CA Fire Services and Revenue Assessment
- ◆ PlumpJack Squaw Valley Inn, CA Emergency Preparedness and Evacuation Plan Review
- ◆ City of Portland, OR Public Information Officer Training
- ◆ Port of Long Beach, CA Mitigation
- ◆ Port of Long Beach, CA Update of Port Multi-Hazard Firefighting Study
- ◆ Port of Los Angeles, CA Performance Audit
- Port of Oakland/City of Oakland Domain Awareness Center Staffing Plan Development
- ◆ City of Poway, CA Overtime Audit
- ◆ Rancho Cucamonga Fire District, CA Fire Services Feasibility Review
- ◆ Rancho Santa Fe Fire Protection District, CA – EMS Operational and Fiscal Feasibility Review
- ◆ City of Roseville, CA EMS Transport
- ◆ City of Sacramento, CA Fire Prevention Best Practices
- ◆ Sacramento Metropolitan Airport, CA Aircraft Rescue and Firefighting Study
- ◆ Sacramento Regional Fire/EMS
 Communications Center, CA EMS Data
 Assessment

- ◆ City of Fremont, CA Response Statistics; Comprehensive Multi-Discipline Type 3 IMT Training Program
- ◆ City of Glendale, AZ Public Safety Audit
- ◆ City of Goodyear, AZ Fire Department Management Audit
- ◆ Hamilton City Fire Protection District, CA Preliminary Diagnostic Assessment
- ◆ City of Hemet, CA Costing and Peer Review for Fire Service Alternatives
- ◆ City of Hermosa Beach, CA Analysis of Los Angeles County Fire District's Contract for Fire Services Proposals
- ◆ City of Hesperia, CA Cost Estimate for Hesperia-Provided Fire Services
- ♦ Kelseyville Fire Protection District, CA Executive Search
- ♦ Kings County, CA High-Speed Rail Project Impact Analysis
- ◆ Kitsap Public Health District, WA Emergency Response Plan Review Services
- ◆ City of Loma Linda, CA Cost of Services
- ◆ Los Angeles County, CA After-Action Review of Woolsey Fire Incident
- ◆ Los Angeles County, CA Fire Services Impact Review
- ◆ Madera County, CA Fire Station Siting Analysis
- ◆ City of Manhattan Beach Evaluation of Site Options for Fire Station 2
- ◆ Maui County, HI Fire Audit
- Menlo Park Fire Protection District Site Assessments for Fire Stations 3, 4, and 5
- ◆ City of Millbrae, CA Fire and Police Service Impacts for Millbrae Station Area Plan
- ◆ City of Mill Valley, CA Fire and Emergency Medical Services Study
- ◆ City of Milpitas, CA Fire Services Planning Assistance
- Monterey County, CA EMS Agency Ambulance Systems Issues Review and Analysis
- ◆ Monterey County, CA EMS Communications Plan

- City of Salinas, CA Comprehensive Fiscal Feasibility Analysis and Facilitation of the Development of a JPA Governance Agreement
- ◆ Salton CSD, CA Fire Services Impacts Review
- ◆ City of San Bernardino, CA Evaluation of City Fire Service Proposals
- ◆ City of San Diego Fire-Rescue Department, CA – Emergency Command and Data Center Staffing Study
- ◆ City of San Diego Fire-Rescue Department, CA – Fire Communications Center and Lifeguard Dispatch Review
- ◆ City and County of San Francisco, CA Incident Management Training
- ◆ City of San Jose, CA Fire Department Organizational Review
- ◆ San Mateo County, CA Countywide Fire Service Deployment Measurement System
- ◆ City of Santa Barbara, CA (Airport) Aircraft Rescue and Firefighting Study
- ◆ Santa Clara County, CA Incident Management Training
- ◆ Santa Cruz County, CA Incident Management Training
- ◆ Town of Scotia Company, LLC Board Training Workshop
- ◆ Snohomish County Fire District 1, WA Peak Hour Ambulance Use Study
- ♦ Sonoma LAFCO, CA Municipal Services Review
- ◆ Southern Marin Emergency Medical Paramedic Services, CA – EMS Resources Deployment Analysis
- ◆ South Monterey County Fire Protection District, CA Needs Assessment
- City of South San Francisco, CA –
 Provision of Station Deployment Coverage GIS Maps
- ◆ Squaw Valley Resort, CA Assessment of Project Impacts
- ◆ Stanford University, CA Fire Services System Review Consulting Services

- ◆ Monterey County, CA Office of Emergency Services Tabletop Exercise for Elkhorn Slough
- ◆ City of Napa, CA Mitigation
- ♦ Newark-Union City, CA Fire Services Alternatives
- ◆ City of North Lake Tahoe, CA Management Team Workshop
- ◆ Northstar Resort, CA Fire Impacts and Growth Review
- ◆ Orange County Fire Authority Service Level Assessment of the Emergency Command Center
- ◆ Orange County Fire Authority Service Level Assessment of the Emergency Medical Services Department

- ◆ Tracy Rural Fire Protection District, CA Fire Analysis
- ◆ City of West Sacramento, CA Impact Fees Study
- ♦ Wheatland Fire Authority, CA Operational Feasibility Review
- ◆ City of Woodland, CA Fire Station Location Peer Review
- ♦ Yolo LAFCO, CA Combined MSR/SOI Study
- ◆ City of Yorba Linda, CA Emergency Operations Center Training
- ◆ Yuba County, CA Comprehensive Services Delivery and Staffing Review

3.4 CLIENT REFERENCES

Citygate here provides a list of references for related engagements. We strongly encourage the partner cities to contact these references to see why agencies continue to call on Citygate for their fire and emergency services consulting needs.

City of San Diego, CA

Project: Standards of Coverage Update

Analysis & Ambulance Contract Analysis and

System Re-Bid Design

Brian Fennessy, Former SDFD Fire Chief,

Current OCFA Fire Chief

1 Fire Authority Rd., Irvine, CA 92602

brianfennessy@ocfa.org

(714) 559-2700

City of Glendale, AZ

Project: Comprehensive Public Safety
Deployment and Performance Review of the
Police and Fire Departments
Terry Garrison, Fire Chief
6829 N. 58th Drive, Glendale, AZ 85301
tgarrison@glendaleaz.com
(480) 848 2499

City of San Jose, CA

Project: Fire Department Standards of Coverage and Organizational Review
Curtis Jacobson, Fire Chief
3300 Capitol Ave., Fremont, CA 94538
cjacobson@fremont.gov
(510) 494-4200

Orange County Fire Authority, CA

Project: Organizational Service Level Reviews,
Including Deployment and EMS
Brian Fennessy, OCFA Fire Chief
1 Fire Authority Rd., Irvine, CA 92602
brianfennessy@ocfa.org
(714) 559-2700

City of Pearland, TX

Project: Standards of Coverage and Staffing
Utilization Study
Vance Riley, Fire Chief
2703 Veterans Drive, Pearland, TX 77584
vriley@pearlandtx.gov
(281) 997-5852

SECTION 4—PROJECT COST

4.1 Proposal Costs

Our charges are based on *actual time* spent by our consultants at their established billing rates, plus reimbursable expenses incurred in conjunction with travel, printing, clerical, and support services related to the engagement. We will undertake this study for a "not-to-exceed" total cost based on our Work Plan and Scope of Work, outlined in the following table. Our proposed Work Plan and costs are designed to be incremental and only performed at the direction of the partner cities.

	Task	Consulting Fees of Project Team	Administration (5% of Hourly Fees)	Reimbursable Expenses	Total Project Amount
1	Initiate the Project and Gather Data	\$7,860	\$393	\$0	\$8,253
2	Assess the Proposed Cost Reallocation Structure	\$12,985	\$649	\$0	\$13,634
			Subtotal for Tasks 1–2 \$21,		
3	Conduct a Mid-Project Briefing	\$8,015	\$401	\$1,423	\$9,839
		Subtotal for Tasks 1–3 \$31,72			
4	Prepare and Deliver the Draft Report	\$14,655	\$733	\$0	\$15,388
		Subtotal for Tasks 1–4 \$47,11			
5	Prepare and Deliver the Final Report	\$9,160	\$458	\$850	\$10,468
	Total Project Cost for All Tasks \$52,675 \$2,634 \$2,273 \$				

This cost proposal reflects our best effort to be responsive to the partner cities' needs for this project at a reasonable cost. If our proposed scope of work and/or costs are not in alignment with the partner cities' needs or expectations, we are open to discussing modification of our proposed scope of work and associated costs.

The price quoted is effective for 90 days from the date of receipt of this proposal and includes one (1) draft review cycle as described in Task 4 of our Work Plan to be completed by Citygate and the partner cities within 30 calendar days. Additional Draft Report cycles or processing delays requested by the partner cities would be billed in addition to the contracted amount at our time and materials rates. The Draft Report will be considered to be the Final Report if there are no suggested changes within thirty (30) days of the delivery of the Draft Report.

If the partner cities decide to delay our final presentation in Task 5 after acceptance of the final work products, Citygate will accommodate such a request, but will charge two administrative hours per month to keep the project in suspense until the presentation is delivered. If this causes

the billing to exceed the contracted amount, the partner cities will be billed for the additional hours above the contracted amount.

4.1.1 Hourly Rates

Classification	Rate	Consultant
Citygate President	\$250 per hour	David DeRoos
Public Safety Principal	\$250 per hour	Stewart Gary
Fiscal Specialist	\$195 per hour	Andrew Green
Local Government Specialist	\$195 per hour	Jane Chambers
Report Project Administrator	\$135 per hour	Various
Administrative Support	\$ 95 per hour	Various

4.1.2 Billing Schedule

We will bill monthly for time, reimbursable expenses incurred at actual costs (travel), plus a five percent (5%) administration charge in lieu of individual charges for copies, phone, etc. Our invoices are payable within thirty (30) days. Citygate's billing terms are net thirty (30) days plus two percent (2%) for day thirty-one (31) and two percent (2%) per month thereafter. Our practice is to send both our monthly status report and invoice electronically. If we are selected for this project, we will request the email for the appropriate recipients of the electronic documents. Hard copies of these documents will be provided only upon request. We prefer to receive payment through ACH Transfer, if available.

We request that ten percent (10%) of the project cost be advanced at the execution of the contract, to be used to offset our start-up costs. This advance would be credited to our last invoice.

APPENDIX A CODE OF ETHICS

CODE OF ETHICS

CLIENTS

- 1. We will serve our clients with integrity, competence, and objectivity.
- 2. We will keep client information and records of client engagements confidential and will use proprietary client information only with the client's permission.
- 3. We will not take advantage of confidential client information for ourselves or our firms.
- 4. We will not allow conflicts of interest which provide a competitive advantage to one client through our use of confidential information from another client who is a direct competitor without that competitor's permission.

ENGAGEMENTS

- 5. We will accept only engagements for which we are qualified by our experience and competence.
- 6. We will assign staff to client engagements in accord with their experience, knowledge, and expertise.
- 7. We will immediately acknowledge any influences on our objectivity to our clients and will offer to withdraw from a consulting engagement when our objectivity or integrity may be impaired.

FEES

- 8. We will agree independently and in advance on the basis for our fees and expenses and will charge fees and expenses that are reasonable, legitimate, and commensurate with the services we deliver and the responsibility we accept.
- 9. We will disclose to our clients in advance any fees or commissions that we will receive for equipment, supplies or services we recommend to our clients.

PROFESSION

- 10. We will respect the intellectual property rights of our clients, other consulting firms, and sole practitioners and will not use proprietary information or methodologies without permission.
- 11. We will not advertise our services in a deceptive manner and will not misrepresent the consulting profession, consulting firms, or sole practitioners.
- 12. We will report violations of this Code of Ethics.

The Council of Consulting Organizations, Inc. Board of Directors approved this Code of Ethics on January 8, 1991. The Institute of Management Consultants (IMC) is a division of the Council of Consulting Organizations, Inc.

APPENDIX B CITYGATE PROJECT TEAM RESUMES

Mr. Gary was, until his retirement, the Fire Chief of the Livermore-Pleasanton Fire Department. Now in his 48th year in the Fire Service, Mr. Gary began as a volunteer and worked his way up through the ranks, including his service as a Paramedic for five years.

Mr. Gary started his career with the City of Poway in San Diego County, attaining the rank of Battalion Chief / Fire Marshal. He subsequently served as the Administrative Battalion Chief for the Carlsbad Fire Department in San Diego County. He was appointed Fire Chief for the City of Livermore, California in January 1994, and two years later, he successfully facilitated the peer-to-peer merger of the Livermore and Pleasanton Fire Departments into one seamless 10-company department from which he retired as Chief. This successful consolidation was awarded the esteemed Helen Putnam Award for Excellence by the California League of Cities in 1999.

Mr. Gary has both a bachelor's and master's degree in Public Administration from San Diego State University. He holds an associate degree in fire science from Miramar Community College in San Diego and a certificate in fire protection administration from San Diego State, and he has attended hundreds of hours of seminar course work in fire protection.

Mr. Gary has served in elected professional positions, including: President, California League of Cities, Fire Chiefs Department; and Chairperson, San Diego County Paramedic Agencies. He has been involved in progressive responsibility for creating or implementing fire protection policy on the local, state, and national levels. He has served as a board member representing cities on the California Office of Emergency Services-FIRESCOPE Board and served two terms as the fire chief representative on the California League of Cities Board of Directors. Mr. Gary served on the Livermore School District Board and served as an elected official on the City of Livermore City Council.

Memberships Held Include:

- ◆ International Association of Fire Chiefs, Fairfax, VA
- ◆ California Fire Chiefs Association, Rio Linda, CA
- ◆ National Fire Protection Association, Quincy, MA

Current Consulting Experience Includes:

Since starting his consulting career with Citygate Associates in 2001, Chief Gary has successfully worked on, managed, or directed over 400 consulting projects. Some of the highlights and recent projects include:

- Served as Public Safety Principal and Project Director for a consolidation, merger or contract for services feasibility analysis for the City of Anaheim and its partners in the study. Citygate identified opportunities to expand and/or to strengthen the delivery of Fire, EMS, and other services of the City of Anaheim Fire Department, City of Fullerton Fire Department, and Orange City Fire Department.
- Served as Public Safety Principal and Project Director for a shared fire services analysis for the Fire Agencies on the Valley Floor of Yuba County.

- ♦ Served as Public Safety Principal to conduct a Yolo County Fire Protection Districts combined MSR/SOI study for the Yolo Local Agency Formation Commission.
- Currently serving as Public Safety Principal for an independent review of Stanford University's contract with the City of Palo Alto to provide fire protection services to the University. This project has spanned numerous phases.
- ◆ Served as Project Manager, Public Safety Principal, and Merger Specialist for the City of Rancho Cucamonga Police Services and JPA Feasibility Analysis.
- Served as Public Safety Principal to evaluate City fire service proposals for the City of San Bernardino, CA.
- ♦ Served as Project Manager for a feasibility analysis of merging the cities of Newark's and Union City's fire services to gain economies of scale and improved services in these challenging economic times. Additionally, Citygate explored other fire service delivery options and worked with the study partners and Alameda County Fire Department (ALCO) to evaluate the possibility of ALCO providing contract fire services to one or both cities.
- Served as Public Safety Principal to conduct a Standards of Coverage and Staffing Study for the County of Kings.
- ◆ Served as Public Safety Principal and Project Director for a project to provide a feasibility study for a public safety Joint Powers Authority for the cities of Adelanto, Hesperia, Victorville and Town of Apple Valley.
- Served as Public Safety Principal for Citygate's police department consolidation feasibility assessment for the cities of Burlingame and San Mateo, CA.
- ♦ Served as Public Safety Principal for a fire services merger technical implementation for the cities of Millbrae, Burlingame, San Bruno, and Town of Hillsborough to gain greater economies of scale, avoid fiscal, governance and operational duplication and where needed, improve services.
- ♦ Served as Public Safety Principal to conduct an emergency service consolidation/merger support study for the University of California, Davis and the cities of Davis, West Sacramento, and Woodland.
- ◆ Served as Public Safety Principal and Project Manager to conduct a comprehensive and neutral external review of the Woolsey Fire Incident on behalf of the Los Angeles County Office of Emergency Management.
- ◆ Currently serving as Public Safety Principal and Lead Project Director to assist with the development, implementation, and monitoring of an After Action Plan for Los Angeles County that addresses all of the recommendations from Citygate's After Action Review of the Woolsey Fire.
- As part of a Master Services Agreement, is currently serving as Public Safety Principal / OCFA Project Manager for five organizational service level assessments for the Orange County Fire Authority, including assessments of the Emergency Command Center, the Executive Leadership Team and Human

- Resources functions, the Emergency Medical Services Department, Field Deployment services, and the Fleet Services Division.
- ♦ Served as Public Safety Principal and Project Director for a Standards of Coverage update for the San Diego Fire-Rescue Department.
- ◆ Currently serving as Public Safety Principal and Project Director for an operational enhancements study for the County of Santa Barbara Fire Department, an update to the fire service deployment and departmental performance audit study Citygate previously performed for the Department.

Other Relevant Non-Citygate Experience Includes:

- ♦ In 2002, Mr. Gary led a seminar that taught the Standards of Coverage (SOC) methodology to members of the Clark County Fire Department.
- ◆ In 2005 and into 2006, Mr. Gary coached and assisted the Clark County Fire Department with the initial draft of their rural SOC documents. He advised County GIS on how to prepare the necessary mapping and response statistics analysis. He then coached the project manager on collecting risk assessment information on each rural area, which he then wove into an integrated draft set of risk statements and proposed response policies for each rural area.
- ♦ In 2000, Mr. Gary was the lead deployment consultant on a team that developed a new strategic plan for the San Jose Fire Department. The final plan, which used the accreditation system methods and Standards of Coverage tools, was well received by the Department and City Council, which accepted the new strategic plan on a 9–0 vote.
- ◆ In 1996, Mr. Gary successfully studied and then facilitated the peer-to-peer merger of the Livermore and Pleasanton Fire Departments into one seamless 10-company department for which he served as Chief. The LPFD represents one of the few successful city-to-city fire mergers in California. The LPFD consisted of 128 total personnel with an operating budget for FY 00/01 of \$18M. Service was provided from eight stations and a training facility, and two additional stations were under construction.
- ♦ In 1995, Mr. Gary began working with the International Association of Fire Chiefs and International City Management Association Accreditation project on the Standards of Coverage system for fire service deployment. He re-worked the material into a California manual and annually taught a 40-hour course for the California Fire Academy for many years. He conducts seminars on this deployment methodology for the International Fire Chiefs across the United States and Canada.
- ♦ In 1994, Mr. Gary effectively led the Fire Department's adding of paramedic firefighters on all engines to increase service. Previously the Alameda County regional system was under-serving Livermore, and the local hospital emergency room was closing. Residents and the City Council approved a local EMS supplemental property tax assessment (successfully re-voted after Proposition 218) to help pay for this increased service. In 1995, Mr. Gary assisted the City Council and the firefighters union in reaching a new understanding on staffing,

- and a fifth Fire Company was added to better serve the northwest area of Livermore.
- ◆ During his tenure in Carlsbad, he successfully master-planned and opened two additional fire stations and developed the necessary agreements between the development community and the City Council.
- ♦ Mr. Gary has developed fire apparatus replacement plans; procured fire apparatus; supervised the development of community disaster preparedness and public education programs; facilitated permit streamlining programs in the Fire Prevention and Building Departments; improved diversity in the Livermore fire department by hiring the first three female firefighters in the City; supervised the Livermore City Building Department, including plan check and inspection services for two years; and master-planned future growth in the north Livermore area for an additional 30,000 people in a "new town" area.
- ♦ Mr. Gary facilitated a successful regional dispatch consolidation between Poway and the City of San Diego Fire Department. He developed and implemented fire department computer records systems for Carlsbad and Livermore.
- ♦ Mr. Gary has been a speaker on the proper design of information systems at several seminars for Fire Chiefs, the California League of Cities, and the Fortune 100. He has authored articles on technology and deployment for national fire service publications.
- ♦ Mr. Gary is experienced as an educator in teaching firefighting, paramedicine, and citizen CPR programs. As a community college instructor, he taught management and fire prevention. He has been an instructor for State Fire Training and the San Diego Paramedic program.

Instructor and Lecturer:

- ◆ Instructor and lecturer on fire service deployment for the Commission on Fire Accreditation Standards of Coverage methodology. Over the last five years, Mr. Gary has presented one-day workshops across the US and Canada to fire chiefs. Presentations have included:
 - The International Association of Fire Chiefs Convention
 - > US Navy Fire Chiefs in Norfolk, Virginia
 - US Air Force Fire Chiefs at the USAF Academy, Colorado Springs, Colorado
 - > Seattle-area Fire Chiefs
 - Vancouver British Columbia Fire Chiefs Association
 - The Michigan/Indiana Fire Chiefs Association School at Notre Dame University
 - The California Fire Training Officers annual workshop

• Developed and taught the 40-hour course in fire deployment methods for the California Fire Academy for seven years. Over 250 fire officers have been trained in this course.

Presentations:

◆ "Mapping the Future of Fire." First ever fire service technology conference, October 2000, Dallas, Texas. Outlined fire service needs, especially for GIS mapping and mobile data technologies in the fire service.

Publications:

- ♦ Edited, partially wrote, and co-developed the second, third, and fourth editions of the *Commission on Fire Accreditation Standards of Response Cover Manual*.
- ♦ Fire Chief Magazine article. February 2001, "System of Cover." Using the Accreditation Commission's Standards of Response Cover systems approach for deployment.
- ◆ Fire Chief Magazine article. December 2000, "Data to Go." Designing and implementing wireless data technologies for the fire service.

Mr. Green has over 35 years of experience in all aspects of municipal finance, including as a professional manager. He has had primary responsibility for the development and monitoring of citywide budgets for four municipalities, with total budgets ranging from \$70 million to \$680 million. He developed and fine-tuned long-range financial plans for multiple municipalities, including playing a lead role in taking the City of Pasadena from a \$10 million General Fund operating deficit to a \$5 million General Fund operating surplus. Since joining Citygate, Mr. Green has provided financial analysis for several agencies in southern, central, and northern California and the State of Washington. Mr. Green also has a Master of Business Administration degree with honors.

Related Experience Includes

- Currently serving as Fiscal Specialist for an operations assessment for the Police and Fire Departments in the City of Orem, Utah, part of which will include a fire department Standards of Coverage assessment and a police field operations review.
- Currently serving as Fiscal Specialist for a feasibility assessment of establishing a Police services Joint Powers Authority for up to seven cities in Riverside County, California, which include Lake Elsinore, Canyon Lake, Jurupa Valley, Moreno Valley, San Jacinto, Temecula, and Wildomar.
- Served as Fiscal Specialist for a performance and fiscal audit of the Department of Fire and Public Safety in Maui, Hawaii, specifically designed to analyze the County's current budgeted resource capacity and the utilization and allocation of those resources.
- ◆ Served as Local Government Finance Specialist for an organizational review and budget stabilization assessment for the City of Angels, California, with the purpose of developing a strategic, goal-focused, sustainable budget strategy.
- ◆ Currently serving as Fiscal Specialist and Lead Consultant to develop an action plan for the City of Angels, California to provide financial strategies in response to the current COVID-19 pandemic.
- Served as Local Government Finance Specialist for a high-level observational organizational and financial review for the City of San Juan Bautista, California.
- Served as Financial Analyst for an organizational review of the Finance Department for the City of South Pasadena, California, including reviewing the Department's operational functions and workflow processes.
- Served as Fiscal Specialist for a staffing analysis and optimization plan for the City of West Hollywood, California.
- ♦ Served as Project Manager to provide technical consulting support for the County's efforts to prepare a request for proposals for the contract period for a vendor(s) to provide animal services for San Mateo County, California, and its member cities.

- Served as Local Government Finance Specialist to evaluate the performance of the Peninsula Humane Society and Society for the Prevention of Cruelty to Animals in San Mateo County, California, to examine contractual compliance, as well as whether the necessary animal shelter operational elements exist to increase performance and transparency.
- Served as Project Manager and Local Government Finance Specialist to provide an operational review of the Animal Care Services Division for the City of Sacramento, California, including a workload and staffing analysis.
- ♦ Serving as Fiscal Specialist for a review of the Resource Management Agency of Monterey County, California. The objective of the study is to review current conditions, analyze opportunities for organizational changes and process improvements that can further enhance customer service, evaluate future service demands, and develop a Strategic Action Plan with a prioritized implementation schedule.
- Served as Financial Analyst for a high-level field operations and sheltering practices cost analysis for the Contra Costa County Animal Services Department.
- Completed the Comprehensive Annual Financial Report on time and with clean audit opinions for four municipalities during more than 30 years of being primarily responsible for developing and monitoring the citywide budgets, with total budgets ranging from \$70 million to \$680 million.
- ◆ Developed and fine-tuned long-range financial plans for multiple municipalities, including playing a lead role in taking the City of Pasadena from a \$10 million General Fund operating deficit to a \$5 million General Fund operating surplus.
- Served as financing team lead for numerous multi-million debt issuances, including the \$282 million ReTRAC, a \$108 million event center, and \$35 million in Cabela's projects in Reno, Nevada; and the \$156 million Rose Bowl renovation in Pasadena, California.
- Appointed to the Employee Relations Committee by the League of California Cities' Fiscal Officers Department and voted in as the second Vice President of the League's Executive Committee. (Change of employment prevented serving in this role).
- ♦ Served as Chief Negotiator for the Cities of Rialto, California, and Reno, Nevada for various police and fire labor units, achieving successful multi-year agreements in both Cities.
- Developed a strategic action plan to improve the motor pool operation of the City of Rialto.
- ◆ Developed a review, monitoring, and evaluation process for the worker's compensation program for the City of Rialto, which resulted in a 15 percent savings in costs.
- Served in the lead role in four different, successful financial system conversions.

- ◆ Appointed by the League of Nevada Cities to be a member of the Committee on Local Government Finance, which monitors and makes recommendations on Statewide operations of local governments.
- Served as a board member and executive committee member of risk-sharing pool for the City of Rialto's liability function.
- ◆ Developed and implemented a cross-functional work-team concept in the finance departments of the Cities of Rialto and Reno, which improved operational efficiency and effectiveness, as well as department morale.
- Successfully motivated and directed staff to implement the various internal audit recommendations given to the finance departments for the Cities of Reno and Pasadena.
- Significantly increased the level of professionalism and education among the senior management staff of the finance departments of the Cities of Reno and Pasadena.
- ◆ Developed the first vision statements for the finance departments for the Cities of Reno and Pasadena to maintain departmental focus on achieving the citywide vision.
- Developed and implemented annual senior management staff retreats to ensure that department senior managers remain focused on the department and the Citywide vision.

Employment

Director of Finance, City of Pasadena, CA	2009–2015
Finance Director, City of Reno, NV	2001–2009
Director of Finance / Director of Administrative Services, City of Rialto, CA	1992–2001
Director of Finance, City of San Bernardino, CA	1986–1992
Assistant Director of Finance, City of San Bernardino, CA	1985–1986
Internal Auditor / Budget Officer, City of San Bernardino, CA	1984–1985

Honors and Awards

- ◆ Pasadena NAACP Government Sector Honoree
- ◆ San Bernardino Management Association Manager of the Year
- San Bernardino NAACP Pioneer Award
- ♦ Government Finance Officer Association Certificate of Achievement in Outstanding Financial Reporting: eight years in Reno, nine years in Rialto, and six years in Pasadena
- ◆ Government Finance Officer Association Distinguished Budgeting Award: eight years in Reno and six years in Pasadena
- ◆ Fontana Branch Derby Club Outstanding Achievement Award

Ms. Chambers is a Senior Associate with Citygate Associates. Ms. Chamber's 25 years in local government includes executive leadership as a City Manager, Assistant City Manager, Public Works Director, and Human Resources Director in full-service urban and suburban communities, including the California Cities of Burbank, Daly City, San Bruno, Sunnyvale, Chico, and Ukiah and the Minnesota Cities of Burnsville and Brooklyn Center. Her current and recent Citygate projects include community development reviews for Goleta, California; Healdsburg, California; and Salt Lake City, Utah, as well as a line department operational and financial review for Contra Costa County and San Mateo County and citywide reviews for West Hollywood, San Juan Bautista, and Angels Camp, California.

Ms. Chambers began her local government career with the City of Burbank, where she worked directly with Public Works Engineers, the finance team, and streets, fleet, and corporation yard personnel. In addition, she served a two-year term as Interim Public Works Director for the City of San Bruno, where she was responsible for ensuring that previously delayed capital improvement projects totaling \$22 million were completed on time and on budget. These projects included a variety of streets, sidewalks, water, wastewater, and facilities.

Ms. Chambers served as Ukiah City Manager for seven years, retiring in June 2015, and then served as Interim Assistant City Manager for the City of Sunnyvale. She recently again provided interim support to the City Manager's office in Sunnyvale during its permanent Assistant City Manager search process. Throughout her career, Ms. Chambers successfully implemented strategic realignment of service delivery systems, including financial resources, to achieve improved and sustainable programs for citizens.

Ms. Chambers has expertise assisting elected officials, city staff, and community stakeholders in identifying and achieving desired goals in complex financial and operational environments, as well as operational and service delivery experience in economic and community development, housing, human resources, parks and recreation, public works, water, sewer, and solid waste. Ms. Chambers is an International City/County Manager Association Retired Credentialed Manager, having earned and maintained this recognition annually for more than a decade. She earned a master's degree in public administration from UCLA and an undergraduate degree in political science from California State University, Northridge.

Related Experience Includes:

- ♦ Served as Local Government Management Specialist for a service level assessment of the Orange County Fire Authority's Human Resources function to ascertain the efficiency and effectiveness of leadership and personnel operations and ensure compliance with policies/procedures, best practices, and regulatory agencies. This is one of five as-needed organizational service level assessments of operations for Orange County Fire Authority as part of a Master Services Agreement.
- ♦ Served as Senior Associate and Fiscal Specialist for an emergency services Master Plan for the Aptos/La Selva Fire Protection District.
- ◆ Currently serving as City Management Specialist for a feasibility assessment of establishing a police services Joint Powers Authority for up to seven cities in

- Riverside County, California, which include Lake Elsinore, Canyon Lake, Jurupa Valley, Moreno Valley, San Jacinto, Temecula, and Wildomar.
- ♦ Served as Project Manager and Lead Consultant for an organizational review and budget stabilization assessment for the City of Angels Camp, California, with the purpose of developing a strategic, goal-focused, sustainable budget strategy.
- Currently serving as Local Government Specialist to develop an action plan for the City of Angels, California to provide financial strategies in response to the current COVID-19 pandemic.
- Served as Project Manager and Lead Consultant for a high-level observational organizational and financial review for the City of San Juan Bautista, California.
- Served as Local Government Specialist for a staffing analysis and optimization plan for the City of West Hollywood, California.
- ♦ Served as Project Manager and Local Client Coordinator to evaluate the performance of the Peninsula Humane Society and Society for the Prevention of Cruelty to Animals in San Mateo County, California, to examine contractual compliance, as well as whether the necessary animal shelter operational elements exist to increase performance and transparency.
- ♦ Served as Stakeholder Outreach Consultant to perform a review of the Salt Lake City's building services process.
- ◆ Served as Lead Consultant for a review of the Resource Management Agency of Monterey County, California.
- ◆ Served as Project Manager and Lead Consultant for an organizational review of the Planning Department for the Midpeninsula Regional Open Space District in the Bay Area.
- Served as Project Manager for an assessment of the Community Development Center and review the building functions for the City of Healdsburg.
- Served as Project Manager and Lead Consultant for organizational and operational review of Goleta's City Manager and Neighborhood Services and Public Safety Departments for the City of Goleta, California.
- ◆ Served as Project Manager and Lead Consultant to perform an organizational and operational review of Goleta's Planning and Environmental Review Department, with the strategic objective of enhancing organizational operations for current and future needs.
- Served as Project Manager to perform a high-level field operations and sheltering practices cost analysis for the Contra Costa County Animal Services Department.
- ♦ Beginning in 2008, as City Manager of Ukiah, successfully addressed subsequent years of multi-million-dollar general fund deficits, including additional \$1 million loss of redevelopment funds, to achieve a balanced \$15 million General Fund in 2014–15.

- ♦ Implemented annual five-year revenue forecasting and improved fiscal report transparency in budget document as City Manager in Ukiah.
- ◆ Led business process reengineering efforts throughout her career, improving performance in information systems, finance, building and planning, and human resources, as well as administrative services delivery for both internal and external customers. Examples include resolving operations issues such as fleet management and police staffing for public events in Daly City, California and reducing costs and increasing profit margins for two City-operated enterprises: a \$3.3 million liquor enterprise and a \$3.8 million events center in Brooklyn Center, Minnesota.
- ◆ Facilitated efforts toward an eventual fire agency merger, improving advanced life support services regionally and their cost-effectiveness in \$3 million combination of service delivery between City of Ukiah and the Ukiah Valley Fire District.
- Secured opportunity for over 100 new jobs and \$1 million new sales tax revenues as part of economic development activities as City Manager in Ukiah.
- Secured opportunity for the State Administrative Office of Courts to build a new \$123 million Mendocino County Courthouse and assembled the site through public/private collaboration with multiple agencies, including the County, the State Water Board, the Administrative Office of the Courts, and a local developer.
- ◆ Instituted proactive business liaison efforts to facilitate expansion of local industries, such as local food movement, tourism, retail sales, and manufacturing. Occupancy tax revenues rose more than 10 percent in subsequent years.
- Corrected course and department service delivery systems in the Cities of San Bruno and Ukiah, resulting in completion of engineering, bidding, and construction activities in excess of \$38 million, including long-awaited infrastructure and street improvement projects.
- Oversaw completion of a \$56 million wastewater treatment plant in Ukiah and a \$7.9 million fire, jail, and police facilities program for the City of Brooklyn Center.
- ♦ Initiated and guided development of capital improvement budgets ranging from \$50 to \$100 million to address long-deferred infrastructure projects in electric, water, and sewer utilities, including equipment purchases for public safety, as well as planning for repairs and replacement of City parks and facilities in the Cities of Ukiah and San Bruno.

Mr. DeRoos is the President of Citygate Associates, LLC and former Deputy Director of the California Redevelopment Association. He earned his undergraduate degree in political science / public service (Phi Beta Kappa) from the University of California, Davis, and he holds a master's degree in public administration from the University of Southern California. Mr. DeRoos has over five years of operational experience as a local government administrator in land use planning, budgeting, and personnel and 30 years of consulting experience performing operations and management reviews of local government functions. Prior to joining Citygate in 1991, he was a Senior Manager in the state and local government consulting division of Ernst & Young.

Relevant Experience Includes:

- For all Citygate projects, Mr. DeRoos reviews work products and is responsible for ensuring that each project is conducted smoothly and efficiently within the schedule and budget allocated and that the project deliverables are in conformance to Citygate's quality standards.
- ♦ Served in an oversight capacity for a consolidation, merger or contract for services feasibility analysis for the City of Anaheim and its partners in the study. Citygate identified opportunities to expand and/or to strengthen the delivery of Fire, EMS, and other services of the City of Anaheim Fire Department, City of Fullerton Fire Department, and Orange City Fire Department.
- Served in an oversight capacity for a feasibility analysis of merging the cities of Newark's and Union City's fire services to gain economies of scale and improved services in these challenging economic times. Additionally, Citygate explored other fire service delivery options and worked with the study partners and Alameda County Fire Department (ALCO) to evaluate the possibility of ALCO providing contract fire services to one or both cities.
- ♦ Served in an oversight capacity to conduct a Standards of Coverage and Staffing Study for the County of Kings.
- Served in an oversight capacity for a shared fire services analysis for the Fire Agencies on the Valley Floor of Yuba County.
- ♦ Served in an oversight capacity to conduct a Yolo County Fire Protection Districts combined MSR/SOI study for the Yolo Local Agency Formation Commission.
- Currently serving in an oversight capacity for an independent review of Stanford University's contract with the City of Palo Alto to provide fire protection services to the University. This project has spanned numerous phases.
- ♦ Served in an oversight capacity for the City of Rancho Cucamonga Police Services and JPA Feasibility Analysis.
- Served in an oversight capacity to evaluate City fire service proposals for the City of San Bernardino, CA.

- Served in an oversight capacity for a project to provide a feasibility study for a public safety Joint Powers Authority for the cities of Adelanto, Hesperia, Victorville and Town of Apple Valley.
- Served in an oversight capacity for Citygate's police department consolidation feasibility assessment for the cities of Burlingame and San Mateo, CA.
- ◆ Served in an oversight capacity for a fire services merger technical implementation for the cities of Millbrae, Burlingame, San Bruno, and Town of Hillsborough to gain greater economies of scale, avoid fiscal, governance and operational duplication and where needed, improve services.
- As part of a Master Services Agreement, is currently serving in an oversight capacity for five organizational service level assessments for the Orange County Fire Authority, including assessments of the Emergency Command Center, the Executive Leadership Team and Human Resources functions, the Emergency Medical Services Department, Field Deployment services, and the Fleet Services Division.
- Served in an oversight capacity to conduct an emergency service consolidation/merger support study for the University of California, Davis and the cities of Davis, West Sacramento, and Woodland.
- Served in an oversight capacity to conduct a comprehensive and neutral external review of the Woolsey Fire Incident on behalf of the Los Angeles County Office of Emergency Management.
- Currently serving in an oversight capacity to assist with the development, implementation, and monitoring of an After Action Plan for Los Angeles County that addresses all of the recommendations from Citygate's After Action Review of the Woolsey Fire.
- Served in an oversight capacity for a Standards of Coverage update for the San Diego Fire-Rescue Department.
- Currently serving in an oversight capacity for an operational enhancements study for the County of Santa Barbara Fire Department, an update to the fire service deployment and departmental performance audit study Citygate previously performed for the Department.

Mr. DeRoos is a member of several professional and civic associations. He has taught for the UC Davis Extension College and for graduate classes in public administration, administrative theory, and labor relations for Golden Gate University and non-profit and association management for the University of Southern California. He speaks and trains frequently on the topic of Leadership, Character, and Values and has also been a speaker for the American Planning Association (APA). Mr. DeRoos holds a certificate in public sector labor management relations from UC Davis and is a Certified Management Consultant (CMC).



STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager

Biridiana Bishop, Public Works Director

DATE: August 18, 2020

SUBJECT: Discussion and Possible Minute Action of How to Proceed with the Municipal

Irrigation Well Located on the Municipal Land Leased by Paul Farms.

Recommendation:

Staff is providing information on the current status of the Municipal Irrigation Well Located on the Municipal Land Leased by Paul Farms and Options for Council's Consideration.

Discussion:

On May 19, 2020, the City Council awarded a contract to Bakersfield Well & Pump (BW&P) to perform repairs on the irrigation well located on the municipal land currently leased by Paul Farms. Initially, Bakersfield Well & Pump bid the project at an amount not to exceed \$92,414.92.

On July 17, 2020, the municipal irrigation well experienced a structural failure while BW&P was performing scheduled repairs causing the collapse of the wall casing, which houses the pump assembly main shaft. As a result, repair of the irrigation Well was immediately stopped and could not move forward due to the failure of the inner structure. The well was drilled in 1972 and is approximately 48 years old. The work performed by BW&P occurred prior to the Well failure thus far are \$23,500.

This irrigation Well is considered a vital source of supplemental irrigation during the hot and dry summer months by providing an increased source of water supply to the lessee for irrigation purposes. Without this additional source of irrigation, the capabilities of maintaining agricultural production on the 454 farmable acres during the hot Summer months are reduced by 158 acres for a total of 296 total farmable acres.

The Ag Well is a primary factor regarding the Wastewater Municipal Farm Lease currently being managed by Paul Farms (Lessee) since January of 2003 (current Agreement No. 2015-21) for the production of non-edible agriculture and crop production under <u>California Title 22 § 60304</u>. Use of Recycled Water for Irrigation. As of December 31, 2020, Paul Farm Management will not be renewing its current lease, therefore resigning the agreement to manage three parcels with an approximate farmable land area of 454 acres.

California Rent Cash Cropland Irrigated Expense (\$/acre) average cost is \$543/acre (2019 USDA). However, due to the restrictions related to surface water retention and irrigation regulations, the types of crops which may be grown under CA Title 22 surface water usage criteria do reduce the value of the 454 farmable acres. Paul Farms currently pays

\$189.70/acre to produce on the 454 acres of farmable land. Paul Farms utilizes SWID as the primary water source for irrigation during months of increased precipitation and confirmed the worth and need of having a supplemental water supply during the hot and dry seasons.

Staff calculated annual lease revenues should the City proceed with not replacing this Well and identified the expected proposed annual lease revenues for 292 acres of farmable land would be \$57,720.00 assuming \$195 per acre on a new lease. However, if the City pursued replacement of the irrigation Well, 454 acres of farmable land would generate \$88,530.00 of annual lease revenues assuming \$195 per acre on a new lease.

The City is requesting further guidance from Council on the direction to retain the Ag Well for future leasing of the 454 farmable acres

Cost

Option 1:

Replace the Ag Well

\$518,000.00

- Allows for the continued lease for future use of Title 22 crop production
- Allows the City to recoup most if not all replacement cost after one 5-year lease term assuming \$195/acre
- Maximize water production and irrigation usage (without wasting water)

Option 2:

Repair Ag Well

\$180,500.00

- Continue repairs to the aging AG Well that may not provide longevity
- Unpredictable reliability due to the age and location of the structure

Option 3:

Demolition and Abondon

\$38,500

- Includes the \$23,500 loss due to the unforeseen Well failure and \$15,000 to abandon
- The City will be unable to justify future land use for crop production
- The City will lose out on potential revenue from future land leases

City staff consulted with the legal counsel on the benefit of replacing the existing well considering the Sustainable Groundwater Management Act. The legal counsel's response is attached to this staff report. Staff recommends the City Council proceed with Option 1 and replace the irrigation well. This will require that the project be re-bid as the scope of the work has changed significantly. Part of the rebid process would include the design and engineering of plans and specifications for the bid. It will also require that the City obtain a permit from Kern County Environmental Health to demolish the existing well and a permit to drill a replacement. Each permit will cost \$1,120.

Fiscal Impact:

Since 2003, the City has collected \$1,234,105.70 from the lessee. These monies have been incorporated into the Wastewater Enterprise Fund. Staff proposes that monies from the Wastewater Enterprise Fund be used to pay for the Well replacement, or whichever option City Council chooses.

^{*}Estimate includes design and engineering costs and 20% contingency

^{*}Estimate includes well demolition/abandonment permit.

Attachments:

- Wastewater Municipal Farm Lease
 Response from Legal Counsel
 Cost Estimates

AGREEEMENT NO. 2015 - 21

WASTEWATER MUNICIPAL FARM LEASE

This lease is made and entered into this September 15, 2015 between the City of Wasco, a municipal corporation, hereinafter called "Lessor" and Paul Farms hereinafter called "Lessee".

WITNESSETH

WHEREAS, Lessor owns improved farmland, among other property, for the purpose of locating and maintaining thereon sewage disposal facilities for its City sewer services and the immediate need for the present use by Lessor of all said real property does not exist (but the Lessor desires to keep said property for future needs); and

WHEREAS, THE Lessee desires to rent apportion of said property for agricultural use; and

WHEREAS, it is the understanding of the parties that an important consideration for the rental of this land is to provide for the reclaimed wastewater upon said premises, as it comes from the sewage disposal and treatment plant of the Lessor, as well as the continued development of the land for its improvement for irrigated agricultural purposes;

NOW THEREFORE, and in consideration of the mutual covenants herein contained, it is mutually agreed by and between the parties hereto as follows:

1. DESCRIPTION:

Lessor hereby leases to Lessee and Lessee hires from Lessor, on the terms and conditions hereinafter set forth, that certain real property hereinafter referred to as the "premises" situated in the County of Kern, State of California, and more particularly featured in Exhibit "A".

2. TERMS:

The term of the Lease shall be for a period of five (5) years, commencing on January 1, 2016 and terminating on December 31, 2020. As used hereinafter, the term "lease year" shall mean the twelve consecutive month period from January 1 to the following December 31.

3. RENT:

Lessee shall pay rental to Lessor in cash in the amount of Seventy Six Thousand Five Hundred Nineteen Dollars (\$76,519) per lease year ("Rent") commencing on January 1, 2016. The Rent shall increase on January 1st of each lease year

thereafter as follows: 3% in the second lease year, 3% in the third lease year, 3% in the fourth lease year, and 3% in the fifth lease year. Rent shall be payable in advance in equal quarterly installments on January 15, May 15, September 15, and December 15 of each lease year.

Any holding over after the expiration of the term of the Lease, with the consent of Lessor will not be considered a renewal but shall be treated as a tenancy from month-to-month at a rental of Six-Five Hundred Dollars and .00 Cents (\$6,500.00) per month, and shall otherwise be on the terms and conditions specified in this Lease as applicable.

4. ADDITIONAL RENT:

If Lessee fails to make a rental payment in a timely manner as provided in Section 3, then Lessee shall be charged an additional ten percent (10%) of the quarterly rent amount which is then due and said amount shall be considered as additional rent. In addition, for any rent, which includes additional rent which is more than twenty (20) days past due, the Lessor may at its option placed a UCC -1 lien on any crop or crops on the Premises and take any other action it deems necessary.

5 PERMITTED CROPS:

Only the permitted crops as set forth in Title 22 of the California Code of regulations governing secondary treated wastewater and non-edible crop production shall be grown on the premises

6. INSURANCE:

Lessee shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises.

Coverage shall be at least as broad as:

- 1. Insurance Services Office Commercial General Liability Coverage
- Worker's Compensation insurance as required by the State of California and Employer's Liability insurance.
- 3. Property insurance against all risks of loss to any Tenant improvements or betterments.

Lessee shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for

Bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limits shall be twice the required occurrence limit.

- 2. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- 3. Full replacement cost with no coinsurance penalty provision.

Any deductibles or self-insured retentions must be declared to and approved by the Lessor. At the option of the Lessor, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Lessor, its officers, officials, employees and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the Lessor guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The general liability policy is to contain, or be endorsed to contain, the following provisions:

- 1. The Lessor, its officers, officials, employees and volunteers are to be covered as insured's with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to the Lessee.
- 2. The Lessee's insurance coverage shall be primary insurance as respects the Lessor, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Lessor, its officers, officials, employees or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
- 3 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Lessor.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A; VII.

Lessee shall furnish Lessor with the original certificates and amendatory endorsement effecting coverage required by this clause. The endorsement should be on forms provided by the Lessor or on other than the Lessor's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Lessor before work commences. The Lessor reserves the right to require complete, certified copies of

all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Lessee hereby agrees and acknowledges that the Premises have been accepted in an "as is" condition and without representation or warranty by Lessor as to fitness for any purpose or use

7. CASUALTY INSURANCE:

The parties each specifically acknowledge that Lessor shall not be obligated to keep the Premises insured against fire, or any other insurable risk. Lessee hereby and forever waives all right to claim or recover damages from Lessor in any amount as the result of any damage to the Premises by fire, earthquake, flooding, storm or any other casualty.

8. TAXES, ASSESSMENTS AND LIENS:

Lessee agrees to pay, when due, all taxes and assessments which may be levied against Lessee's possessory interest in the Premises and upon any crops or personal property which Lessee causes to be grown, placed or maintained upon the Premises, and agrees to keep Premises free from all liens and encumbrances by reason of the use of occupancy of the Premises by Lessee or any person claiming under Lessee except for any UCC-1 lien which is placed against the crop or crops growing on the Premises.

9 IMPROVEMENTS:

Lessee shall not make any alterations, additions, or improvements upon the premises without the express prior written consent of Lessor. All alteration, additions and improvements shall be done in a good and workman like manner and diligently prosecuted to completion, and shall be performed and maintained in strict accord with all laws and ordinances relating thereto. Unless otherwise expressly agreed to by Lessor, any and all alteration, additions and improvements shall remain on, and be surrendered with the Premises upon the expiration or termination of this Lease.

Lessee agrees that all structures and improvements, such as fences, gates, towers, derricks, tanks, pipes or other improvements, whether of like or different nature than the foregoing, and excepting there from any personal property of Lessee's, shall be and remain a part of the real property and shall not be removed or damaged by lessee after construction or installation and shall be surrendered to Lessor upon termination of this Lease.

Lessee agrees that any and all irrigation pipelines, well pumping equipment and other structures, buildings and fixtures, appurtenant hereto, hereinafter collectively referred to as "irrigation equipment" located on the Premises are and shall remain the property of the Lessor and shall be surrendered in good condition and of sufficient functional condition, to be determined by the City or repaired at

the sole cost of the Lessee. Notwithstanding the foregoing, the Lessor and Lessee agree to split the cost of all irrigation well repair equally up to the first \$50,000. Any well repair thereafter will be the Lessor's responsibility, provided, however, the Lessor will have the option to make repairs or terminate this agreement and if Lessor chooses to terminate the Agreement, Lessor shall give Lessee thirty (30) days prior written notice and Lessor shall have no liability or responsibility for any damage or losses caused to Lessee as a result thereof including, without limitation, Lessee's loss of its cultural costs and crop.

Lessee agrees that any damage to equipment and infrastructure caused by Lessee or any person visiting or doing business with Lessee on the Premises, shall be shall be repaired in good order at the sole expense of Lessee.

Lessee will maintain the area immediately outside the fence of the treatment plant in a clean, weed free and grass free condition.

10. PESTICIDES AND HERBICIDES:

Lessee agrees that any and all pesticide or herbicide applications on the Premises shall be made in strict accordance with all Federal States, County and local laws. Lessee further agrees to dispose of any pesticides, herbicides or any other hazardous materials which are declared to be either a health or environmental hazard in such a manner as prescribed by law. This shall include, but shall not be limited to, contaminated containers, clothing, equipment or any other contaminated material.

11. UNDERGROUND TANKS:

Notwithstanding anything to the contrary set forth in this Lease, Lessee shall not have the right to install underground or aboveground storage tanks without the express prior written consent of the Lessor.

12. HAZARDOUS MATERIALS INDEMNITY:

Lessee hereby agrees to indemnify and hold harmless Lessor and it's officers, employees, servants and agents from and against any and all claims, actions, losses, liabilities, damages, costs, attorney's fees and other expenses (A) including, without limitation, all foreseeable and all unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage or disposal of Hazardous Materials on the Premises, or arising out of the Premises, and (B) including, without limitation, the cost of any required or necessary plans, to the full extent that such action is attributable, directly or indirectly, to the presence, or disposal of Hazardous Materials on the Premises. As used in this Section Hazardous Materials means any flammable explosives, radioactive materials, asbestos, PBC's hazardous waste, toxic substances of related materials, including, without limitation, substances defined as "hazardous substance",

"hazardous materials" or "toxic substances" in the Comprehensive Environmental response, Compensation and Liability action on 1980 as amended, 42 USC, Section 9601, et seq.; the Hazardous Materials Transportation act, 49 USC, Section 1801, et seq.; the resource Conservation and Recovery Act, 42 USC, Section 6901, et seq.; the Toxic Substance Control Act 15 USC, Section 2601, et seq.; any other Federal, State County or local law applicable to the Premise, and in the rules and regulations adopted or promulgated under or pursuant to any of said laws. The provisions of the Section shall survive the expiration or termination of this Lease and shall relate back to all periods of Lessee's previous ownership or possession of the Premises.

13. WATER:

Lessee shall not extract water from the Premises without written permission of the Lessor. Should water be extracted, Lessee shall provide Lessor with a monthly written statement of water extracted. In addition Lessee shall be solely responsible for all costs and expenses of extraction and metering, and for all reporting required to the Lessor and any other entities.

14. UTILITES:

Lessee agrees to pay all changes and assessments for or in connection with electric current and all other utilities which may be furnished to or used on the Premises by Lessee

15. WORKER'S COMPENSATION:

Lessee is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing farming under this contract.

16. MAINTENANCE:

Throughout the term of this Lease Lessee shall, at Lessee's sole cost and expense, repair, replace, keep and maintain the Premises in good order, condition and repair. Lessee shall at Lessee's shall at Lessee's own expense, take all actions and precautions necessary for the care of the Premises including, but not limited to, irrigation, insect control, disease control, weed control, weed abatement in accordance with the Kern County Fire Department's annual Weed Abatement Program, rodent control, soil erosion control and any other items necessary fir the use of the Premises in accordance with approved standards of farming and agricultural practices. Lessee shall, at its sole cost and expense, keep any buildings, fences, irrigation systems or other improvements on or placed on the Premises in good repair and condition. Lessor shall not be obligated to repair, replace or maintain the Premises in any manner throughout the term of this Lease.

Neither shall Lessor be obligated to perform any precautionary nor prevention measures with respect to the Premises, including, but not limited to, drainage and flood control measures. Should lesser form any of the foregoing, such services shall be at the sole discretion of Lessor, and the performance of such services shall not be construed as an obligation or warranty by Lessor of the future of ongoing performance of such services.

17. ASSIGNMENTS AND SUBLETTING:

Lessee shall not assign the Lease, or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of Lessee excepted) to occupy or use the Premises, or any portion thereof, without the prior written consent of Lessor. Said consent is at the sole discretion of Lessor. Consent to one assignment, subletting, occupation or use by another person shall not be deemed to be consent to any subsequent assignment, subletting, occupation, or use by another person. This Lease shall not, nor shall any interest herein, be assignable, as to the interest of Lessee by operation of law, without the written consent of Lessor. Any assignment or subletting without such consent shall be void and shall, at the option of Lessor, terminate this Lease.

18. INSOLVENCY OR BANKRUPTCY:

If Lessee shall be adjudged, bankrupt or insolvent this Lease shall thereupon immediately terminate and the same shall not be treated as an asset of the Lessee under such adjudication, nor shall it pass under the control of any trustee or assignee by virtue of any process in bankruptcy or insolvency, or by execution or assignment for the benefit of creditors. If any such event occurs, this Lease shall immediately become null and void and of no effect, and the Lessor may immediately retake possession of the Premises.

19. STATUTORY COMPLIANCE:

Lessee will forthwith enter into possession of the Premises and will assume the duty and responsibility of disposal of all Secondary Wastewater transferred from the treatment plant of the Lessor to Lessee. The Lessee will adhere to the State of California Department of Health Services Guidelines (Title 22) for Use of Secondary Effluent Wastewater. Lessee will notify the City in the event that the Lessee cannot dispose of the Secondary Wastewater in the approved manner, Lessee will not use the Secondary Wastewater for any use not prescribed in Title 22. Lessee will take all Secondary Effluent Wastewater transferred to Lessee's by Lessor at all times, and if necessary, provide sump for short term storage whenever a fluctuation in agriculture operation does not permit continual usage.

It will be the sole responsibility of Lessee to provide signage to inform the public that Reclaimed Wastewater is being used on the Premises. The warning signs should be posted at least every 500 feet with a minimum of one sign at each corner and one at each access route unless additional signage is required by law. Lessor shall initially provide Lessee with the required warning signs which Lessor shall maintain, repair and replace as required.

Lessee shall, at Lessee's own cost and expense, take reasonable efforts to restrict public access to the Premises. Lessee further agrees to grade the perimeter of the Premises to prevent pounding along any public road or other public area. Setbacks shall also be put into effect to limit and restrict the Reclaimed Wastewater from coming in contact with the public and any other water sources.

Lessee shall permit Lessor and Lessor's agents and/or employees at all reasonable times, to enter the Premises and to use the roads established in the Premises now, and in the future, for the purpose of inspection complaint with the terms of the Lease, exercise of all rights under this Lease.

20. INDEMNIFICATION AND HOLD HARMLESS:

Lessee hereby agrees to defend, indemnify and hold harmless the Lessor and its City Council Members, officers, employees, servants, and agents from and against all claims, actions, liabilities, losses, damages, costs, attorney's fees and other expenses arising out of any loss or damage to property, or in jury to of death of persons, resulting in any manner whatsoever, directly or indirectly, by reason of this Lease with use or occupancy of the Premises or the use of Secondary Wastewater by Lessee, or any person claiming under or through Lessee. The provision of this section shall survive the expiration or termination of this Lease.

21. PARTIES BOUND AND BENEFITTED:

The Covenants and conditions herein contained shall apply to and bind all successors and assigns of the parties hereto.

22. NOTICES AND PAYMENTS:

All notice required under this Lease including change of address, shall be in writing, and all notices and payments shall be made as follows:

- (a) All notices to Lessee shall be given or mailed to:
 Paul Farms
 2235 Hwy. 46, Suite 103
 Wasco, CA 93280
- (b) All payments and notices to Lessor shall be given or mailed to: City of Wasco-Finance Department

764 E. Street Wasco, Ca. 93280

Notices shall be deemed given upon receipt by personal delivery or upon the third (3rd) day after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid or upon any other reasonable=e means of providing notice.

23. PARTIAL INVALIDITY:

If any term, covenant, condition or provision of this Lease is found by a Court of competent jurisdiction to be invalid, void or unenforceable, the reminder of this Lease shall nonetheless remain in full force and effect to the full extent allowed by law.

24. RIGHT TO TERMINATE LEASE IN WHOLE OR IN PART:

Lessee hereby grants to Lessor and Lessor hereby accepts and reserves the right to terminate this Lease and retake possession of the entire Premises or any portion thereof, at anytime. Lessor shall exercise these rights by providing Lessee with written notice of such termination at least six months prior to the date of any such retaking. In the event Lessor shall retake only a portion of the Premises, rentals, shall be abated on a per acre basis, any fractional component rounded upward to the next acre. Lessee shall refrain from planting or preparation of any land to removed unless any crop thereon can be harvested prior to the time set forth in the notice.

Lessee hereby agrees to quit and surrender possession of said Premises at the termination of this Lease

25. CORPORATE AUTHORITY:

Each individual executing this Agreement represents and warrants that they are duly authorized to execute and deliver the Agreement on behalf of the corporation, partnership or entity, if any named herein and this Agreement is binding upon said corporation, partnership or entity in accordance with its terms and as to Lessee, if no corporation, partnership or entity is named herein.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed by their duly authorized representatives and of the date first written above.

For Paul Farms, Lessee

CITY OF WASCO, Lessor

DATE: September 15, 2015

Danny Espitia Mayor

EXHIBIT "A"

DESCRIPTION

PARCEL 1:

The West Half (W- $\frac{1}{2}$) of the Southeast Quarter (SE- $\frac{1}{4}$); and the Southeast Quarter (SE - $\frac{1}{4}$) of the Southeast Quarter (SE - $\frac{1}{4}$) and the South Half (S - $\frac{1}{2}$) of the Northeast Quarter (NE - $\frac{1}{4}$); and the South Half (S - $\frac{1}{2}$) of the Northeast Quarter (NE - $\frac{1}{4}$) in Section 9, Township 27 South, Range 24 East, M.D.B.M., in the County of Kern, State of California; containing 220 acres, more or less.

PARCEL 2:

The Northwest Quarter (NW - 1/4) in Section 16, Township 27 South, Range 24 East, M.D.B.M., in the County of Kern, State of California;

EXCEPTING the West 30 feet thereof.

Containing 158 acres, more or less.

PARCEL 3:

The North Half $(N - \frac{1}{2})$ of Section 17, 27 South, Range 24 East, M.D.B.M., in the County of Kern, State of California; containing 318 acres, more or less.

SAVE AND EXCEPT, AND RESERVING to the Lessor all lands reasonably necessary for the sewage disposal treatment plant, and future additions and development as may be required by the Lessor.

From: Robert G. Kuhs
To: Biridiana Bishop

Cc: "tomschroeter@sbcglobal.net"; Charles Sobolewski

Subject: RE: Irrigation Well

Date: Monday, August 10, 2020 4:20:42 PM

Hi Biridiana:

I think there are a couple of good reasons to replace the well, particularly if the Tenant will share in the expense. First, the issue of whether well drilling requires CEQA review is currently before the California Supreme Court. A ruling requiring CEQA review could result in increased costs and delay. Second, until the Kern SubBasin is adjudicated, it is important for the City to maximize water production (without wasting water). The amount of water historically produced is usually an important factor when a court or agency decides how much you might be able to produce in the future. And, production by the City's tenant will count as production by the City. Third, by statute the City owns all treated water that percolates down to recharge the aquifer. So, if the well is important for leasing the ground, and the ground allows the City to continue irrigating with wastewater, then the well will likely enhance the City's water supply over the long haul.

Let me know if you need additional information, or a more formal opinion.

Best,

Robert Kuhs



NOTICE: This communication and any accompanying documents are confidential and privileged. If you receive this transmission in error, please delete immediately. Unauthorized disclosure, copying, or distribution, of this communication is strictly prohibited.

From: Biridiana Bishop [mailto:bibishop@cityofwasco.org]

Sent: Monday, August 10, 2020 4:01 PM

To: Robert G. Kuhs <rgkuhs@kuhsparkerlaw.com>

Cc: 'tomschroeter@sbcglobal.net' <tomschroeter@sbcglobal.net>; Charles Sobolewski <chsobolewski@cityofwasco.org>

Subject: Irrigation Well

Good afternoon Robert,

I hope this email finds you well. The City currently leases an irrigation well to a local farmer on some of it's municipal land. I have attached the agreement for your reference.

The irrigation well has recently collapsed during a repair and the City is weighing the option of replacing it (abandon the existing well and drill a new well). With the thought of SGMA, would you say that there is added benefit for the City to replace the irrigation well?

Biridiana Bishop

Public Works Director City of Wasco bibishop@cityofwasco.org (661) 758-7219

Please note that email correspondence with the City of Wasco, along with attachments, may be subject to the California Public Records Act, and therefore may be subject to disclosure unless otherwise exempt.

Bakersfield Well & Pump Co.

7212 Fruitvale Avenue Bakersfield, CA 93308

To: City of Wasco - A/P

764 8th Street

Quote

704 0111 311 661

Wasco, CA 93280

7/21/2020 JOB # 20559 Agrm't# 2020-020

Quot #1

Attn: Kameron Arnold

Ph: (661) 758-1728

Job Description:

AG-Well Repairs

						Qty		<u> </u>		 .
Item #	Bid Item Description	Qty	Units	lι	Init Bid Price	This Period	New Well	Qty to Date	R	epair Old Well
1	Mob/demob	1	LS	\$	1,500.00		\$ 1.500.00	1	\$	1,500.00
2	Wire-brush and bail well	24	Hrs	\$	9,600.00	1	\$ 9,600.00	1	\$	9,600.00
3	Video after wire-brushing	1	LS	\$	1,500.00	0	\$ -	0	\$	-
4	Swage casing patch at approximately 250'	1	LS	\$	10,900.00	1	\$ 10.900.00	1	\$	10,900.00
5	Video survey after swaging	1	LS	\$	1,500.00	1	\$ 1,500.00	1	\$	1,500.00
6	1,400gpm bowl assembly	• 1	Ea	\$	10,768.22	1	\$ 10,768.22	0	\$	
7	Cone strainer	1	Ea		970.62	1	\$ 970.62	0	\$	-
8	10" .365"wall x 20' column pipe	460	LF	\$	17,551.07	1	\$ 17,551.07	0	\$	-
9	3" x 1-15/16" x 20' tube & shaft RH	460	LF	\$	24,676.01	1	\$ 24,676.01	0	\$	-
	Head shaft	1	Ea	\$	750.00	1	\$ 750.00	0	\$	-
11	Tubing special	1	Ea	\$	500.00	1	\$ 500.00	0	\$	-
12	Plastic airline	460	LF	\$	299.00	1	\$ 299.00	0	\$	-
13	Transport motor & well head from WWTP									
	to site	1	LS	\$	1,500.00	1	\$ 1,500.00	0	\$	-
	Misc;	1	LS	\$	500.00	1	\$ 500.00	0	\$	-
ו רו	Mob/Demob, install well pump, startup &									
	test	1	LS	\$	9,900.00	1	\$ 9,900.00	0	\$	-
	Abandon Well	1	LS	\$	15,200.00	1	\$ 15,200.00		\$	-
	Drill new well Prevailing Wage 800'	1	LS	\$	350.00	800	\$ 280,000.00		\$	-
18	Electrical Line to new location	1	LS	\$	18,000.00	1	\$ 18,000.00		\$	
19	Discharge Line Tie in at Old Well Location	1	LS	\$	18,500.00	1	\$ 18,500.00		\$	-
	Airlift Fill out of the well	60	HRS	\$	400.00		\$ -	60	\$	24,000.00
21	10" Liner Graveled Packed	800	LF	\$	110.00		\$ -	800	\$	88,000.00
22	500 GPM Submersible Pump	1	LS	\$	45,000.00		\$ _	1	\$	45,000.00

Prepared By:

Oscar Magial

Date

Signed By:

John C Zammerer

Date

Approved By:

Kameron Arnold

Date

Bakersfield Well & Pump Co.

7212 Fruitvale Avenue Bakersfield, CA 93308

To: City of Wasco - A/P

764 8th Street

Wasco, CA 93280

Attn: Kameron Arnold

Ph: (661) 758-1728

Job Description:

INVOICE

Progress Billing #1 Billing Date 7-21-2020 JOB # 20559 Agrm't# 2020-020

AG-Well Repairs

						Qty This			Qty to	
item #	Bid Item Description	Qty	Units	U	nit Bid Price	Period		Period Total	Date	Total to Date
1	Mob/demob	1	LS	\$	1,500.00	1	\$	1,500.00	1	\$ 1,500.00
2	Wire-brush and bail well	24	Hrs	\$	9,600.00	1	\$	9,600.00	1	\$ 9,600.00
3	Video after wire-brushing	1	LS	\$	1,500.00	0	\$	-	0	\$ -
4	Swage casing patch at approximately 250'	1	LS	\$	10,900.00			40.000.00		
	\ \(\text{C} = \frac{1}{2} =		1.0	_		1	\$	10,900.00	1	\$ 10,900.00
5	Video survey after swaging	1	LS	\$	1,500.00	1	\$	1,500.00	1	\$ 1,500.00
6	1,400gpm bowl assembly	1	Ea	\$_	10,768.22	0	_\$		0	\$
7_	Cone strainer	1	Ea		970.62	0	\$	-	0	\$ _
8	10" .365"wall x 20' column pipe	460	LF	\$	17,551.07	0	\$	-	0	\$ _
9	3" x 1-15/16" x 20' tube & shaft RH	460	LF	\$	24,676.01	0	\$	_	0	\$ -
10	Head shaft	1	Ea	\$	750.00	0	\$	-	0	\$ -
11	Tubing special	1	Ea	\$	500.00	0	\$	_	0	\$
12	Plastic airline	460	LF	\$	299.00	0	\$	-	0	\$
13	Transport motor & well head from WWTP									
	to site	1	LS	\$	1,500.00	0	\$	_	0	\$ _
	Misc;	1	LS	\$	500.00	0	\$	_	0	\$
163 1	Mob/Demob, install well pump, startup &									
	test	1	_LS	\$	9,900.00	0	\$		0	\$ _

TOTALS

23,500.00

\$ 23,500.00

Prepared By

Signed By:

Approved By:

Kameron Arnold

Date

	Total To Date
Amount Earned	\$ 23,500.00
Amount Retained @ 5%	\$ (1,175.00)
Previous Billing(s)	
Total Due	\$ 22,325.00



STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz Hernandez, City Manager

Isarel Perez-Hernandez, Finance Director

DATE: August 18, 2020

SUBJECT: Adopt a Resolution authorizing the City Manager to enter into an

Agreement with Obaid Markets, Inc. as an Authorized Payment Location

for the City of Wasco Utility Billing at a rate of \$0.18 per transaction.

Recommendation:

Staff recommends the City Council to adopt the Resolution authorizing the City Manager to enter into an agreement with Obaid Markets Inc. as an Authorized Payment Location for the City of Wasco utility billing.

Discussion:

The City of Wasco has been closed to the public since the establishment of a local emergency by City Council on March 17, 2020, and in compliance with the State of California's Public Health "Stay-At-Home" order announced on March 19, 2020.

Prior to the COVID-19 Pandemic, the City of Wasco's Finance Department processed approximately \$155,627 in cash payments from approximately 24,056 residents. Five months later, the city continues to see an increase in the number of residents failing to make timely utility billing payments despite the ability to make online payments and mail-in payment options being available to the tune of \$253,789 in outstanding payments. It is unknown if residents are financially unable to pay their utility bills or if their preferred method of paying is in-person and in the form of cash.

The goal is to provide the City of Wasco residents with another avenue to pay their utility bill "in person" with the form of payment of their choosing. Obaid Markets, Inc. (Fiesta Supermarket) has offered its store site located at 915 Poso Drive in Wasco to become an Authorized Payment Location. Obaid Markets, Inc. would be compensated at a rate of \$0.18 per transaction. Additionally, Obaid Markets, Inc. would only be authorized to accept the current month's billing as past-due billing statements are very time-sensitive in nature.

The staff is confident that Wasco residents will welcome the opportunity to pay their utility bill in-person and with their preferred form of payment. The staff recommends approving and authorizing the City Manager to enter into an agreement with Obaid Markets Inc. as an Authorized Payment Location for the City of Wasco utility billing.

The term of the agreement is valid through December 31, 2022. Attached to this staff report is the agreement. The City's attorney has reviewed the agreement.

Fiscal Impact:

The City will incur an approximate cost of \$4,500.00 per year in compensation commission fees.

Attachments:

- 1. Resolution
- 2. Agreement
- 3. Authorized Payment Location signage

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH OBAID MARKETS, INC. AS AN AUTHORIZED PAYMENT LOCATION FOR THE CITY OF WASCO UTILITY BILLING

WHEREAS, on March 17, 2020, the City Council of the City of Wasco ratified the proclamation of the existence of a local emergency (Novel Coronavirus "COVID-19) by the City Manager for the City of Wasco; and

WHEREAS, on March 19, 2020, the State of California Public Health Department issued an Order directing Californians to "Stay-at-Home" and ordering non-essential sectors to close and essential sectors to operate with modifications to help slow the spread of COVID-19; and,

WHEREAS, the City of Wasco Finance Department processed approximately \$155,627 in cash payments from approximately 24,056 residents prior to the COVID-19 pandemic; and,

WHEREAS, today there is approximately \$253,789 in outstanding utility payments; and

WHEREAS, Obaid Markets, Inc. (Fiesta Supermarket) has offered its store location located at 915 Poso Drive in the City of Wasco to become an Authorized Payment Location; and,

WHEREAS, Obaid Markets, Inc. would provide residents of the City of Wasco another option to pay their utility bill in person; and,

WHEREAS, Obaid Markets, Inc. will be compensated \$0.18 per transaction; and.

WHEREAS, Obaid Markets, Inc. is authorized to accept current month's utility billing only; and,

WHEREAS, the term of the agreement is valid through December 31, 2022; and,

WHEREAS, if the small business recipient does not provide required documentation, the following year's business license will be denied until either proof of expenditure is provided or grant repaid; and,

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Wasco as follows: SECTION 1: Approve the agreement with Obaid Markets, Inc as an Authorized Payment Location for the City of Wasco Utility Billing. **SECTION 2:** Authorize the City Manager to endorse the agreement. -000-I HEREBY CERTIFY that the foregoing Resolution No. 2020 - ____was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on August 18, 2020, by the following vote: COUNCIL MEMBERS: CORTEZ, ESPITIA, GARCIA, PALLARES, REYNA AYES: NOES: ABSTAIN: ABSENT: TEOFILO CORTEZ JR., MAYOR of the City of Wasco Attest: _____ MARIA O. MARTINEZ CITY CLERK and Ex Officio Clerk of the Council of the City of Wasco

AGREEMENT

Between

OBAID MARKETS INC. (FIESTA SUPERMARKET)

915 POSO DRIVE

WASCO, CA 93280

And

CITY OF WASCO

For

AUTHORIZED PAYMENT LOCATION

Effective 09/01/2020

AGREEMENT FOR AUTHORIZED PAYMENT LOCATION

Obaid Markets Inc., a General Partnership, ("Contractor") agrees to accept and hold in trust City of Wasco ("City") customers' utility bill payments ("Customer Payments") in the form of cash, cashier's checks, personal checks, money orders and traveler's checks, and to remit Customer Payments to City in accordance with the procedures prescribed by this agreement. City expressly reserves the right to contract with others for any of the products or services it may require, including, but not limited to, the services to be provided by Contractor under this Agreement for Authorized Payment Location ("Agreement").Contractor's Federal Identification Number is 46-0534286.

The parties, intending to be legally bound, mutually agree as follows:

1. TERM OF AGREEMENT

This agreement shall become effective on September 01, 2020 and, unless terminated as provided herein, shall remain in full force and effect until December 31, 2022.

2. **SCOPE OF AGREEMENT**

- A. Subject to the terms and conditions of this Agreement, Contractor shall perform services including, but not limited to, the following:
 - I. Accept Customer Payments that are made by City's customers and provide them accurate receipts of the transaction;
 - II. Follow guidelines as outlined in the *Utility Payment Pay Station*Procedures as attached and incorporated herein as Exhibit A;
 - III. Deliver the Customer Payments in the form of one check for the sum of total payments collected by Contractor directly to the City as outlined in Exhibit A;
 - IV. Resolve any Customer Payment, billing and compensation discrepancies with City's Representative.
- B. Contractor may only accept Customer Payments at 915 Poso Drive, Wasco, CA 93280 ("Authorized Payment Location" or "APLs"), thus, Contractor may not accept Customer Payments at any other location or from any other third-party vendor, business, or institution that has collected payments from City's customers. To request a change in the APL the Contractor shall submit a written request to the City 30 days prior to the effective date of the proposed change. The City shall consider any requests to change the APL and at its sole discretion issue a written approval or denial of such request.
- C. Contractor shall hold Customer Payments in trust for the benefit of City until Contractor has delivered its check totaling the full

a mount of such Customer Payments to the City's Finance Department located 764 E Street, Wasco, CA, 93280 ("Finance Department"), and Contractor shall bear all risk of loss as set forth in the Section entitled "RISK OF LOSS".

- D. Contractor shall remit its check in the full amount of such Customer Payments to City. In order to assure City customers timely application of any payments made to their accounts through Contractor, Contractor shall deliver its check in the full amount of all Customer Payments, in accordance with procedures prescribed by City, to the Finance Department by 9:00 a.m., on the next business day following the day of receipt.
- E. In addition to and at the time of delivery of Contractor's check for the full amount of the Customer Payments, the Contractor shall provide the City with evidence of each payment in the form of the payment stubs, or in any other form approved by the City.
- F. Contractor hereby agrees and consents to City's periodic review of Contractor's credit status through credit reporting agencies.
- G. Contractor shall assume complete responsibility for the safe, orderly and efficient performance of all aspects of the organization, management, supervision and operation of each Authorized Payment Location.

3. HOURS OF OPERATION

At a minimum the Authorized Payment Location(s) shall be open for acceptance and receipt of Customer Payments from 8:00a.m. to 5:00 p.m. on Monday through Friday of every week except New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day.

4. INVOICES AND PAYMENTS

- A City shall pay Contractor the amount set forth in Exhibit B hereto, per single transaction as sole compensation ("Compensation Commission") for Contractor's satisfactory performance under the terms and conditions of this Agreement including the utility payment pay stations procedures (Exhibit A). Contractor shall not request, bill or collect any service fee or other charge from any City customer making Customer Payment.
- B. After the end of each monthly billing period the City shall calculate and render a check within 30 days to Contractor, which specifies the amount of payment, the period of time covered, and the number of transactions processed by Contractor in accordance with this contract.
- C. In the event Contractor disputes the amount paid by City, Contractor shall notify City in writing. Both parties will use their best efforts to

expeditiously resolve such disputes.

- D. Any late payment charges or other amounts due City under this Agreement (including, but not limited to, amounts not timely remitted to City) may be deducted by City against Contractor's Compensation Commission. Any such charges due City that for any reason are not so applied shall be paid to City by Contractor within thirty (30) days after the amount of such charges is determined.
- E. Contractor agrees to provide immediate assistance in reconciling any and all differences between the amounts delivered to the City and the evidence of Customer Payment provided by the Contractor.
- F. Upon discovery of any Shortages (as defined below) or theft, conversion, embezzlement, or damage (individually and collectively referred to as "Loss") Contractor shall immediately pay to the City the actual amount of the Loss, in accordance with the subsection of the Section entitled "SCOPE OF AGREEMENT," provided, that if such Loss is not paid, City may deduct the actual amount of the Loss from Contractor's Compensation Commission.
- G. Notwithstanding the above, City may invoice Contractor and the Contractor shall pay for the amount of the Loss, if any, that exceeds the Compensation Commission due to Contractor.

5. CONTRACTOR'S FAILURE TO FORWARD COLLECTED CUSTOMER PAYMENTS

In the event that Contractor does not deliver its check in the full amount of the Customer Payments collected by Contractor to the City, for whatever reason, as specified in the Section entitled "SCOPE OF AGREEMENT," Contractor shall be assessed a late payment charge of 10% of the check that was not delivered in the full amount of the Customer Payments collected by Contractor to the City compounded daily or the maximum amount of interest chargeable by law. Contractor shall defend, protect and indemnify City from and against any loss caused by Contractor's failure to deliver its check in the full amount of the Customer Payments as described herein in accordance with the Section entitled "INDEMNIFICATION."

6. **RISK OF LOSS**

A. Contractor shall assume and bear all risks of Loss, relating to collection of Customer Payments and remittance of its check for the full amount of such Customer Payments to City. Contractor and its insurers, if any, hereby release City from any responsibility or liability for any such Loss. For the purposes of this section, City shall be deemed to have received the Contractor's check for such Customer Payments when it is delivered to the Finance Department of the City as stated in the Section entitled "SCOPE OF AGREEMENT." Contractor shall promptly report any Loss to the

City.

B. Contractor shall bear all Loss resulting from failure to collect the full amount of a Customer's bill whether by the Customer's check failing to clear the bank or any other means.

7. **INDEMNIFICATION**

Contractor shall defend with counsel selected by the City, indemnify and hold harmless as indemnitees City and its Affiliates (as defined below) and council members, directors, shareholders, officers, agents, and employees of City and its Affiliates, and each of them, from and against any and all fines, penalties, Losses, costs, damages, claims, expenses or liabilities (hereinafter individually and collectively "Liabilities") including, but not limited to, Liabilities arising as a result of a fraudulent or dishonest act by any person, negligence, or failure to perform the duties of this Agreement, injury to or death of any person, or damage to or loss or destruction of any property, including, but not limited to, Liabilities arising from acceptance of Customer Payments, harm to or loss of equipment or arising out of, or resulting from or in connection with, this Agreement or the performance of this Agreement by Contractor or a contractor or an agent of Contractor or an employee of anyone of them.

8. **INSURANCE**

With respect to performance hereunder, and in addition to Contractor's obligation to indemnify, Contractor shall maintain, at all times during the term of this Agreement and at its sole cost and expense, the following minimum insurance coverages and limits and any additional insurance and/or bonds required by law.

- A. Workers' Compensation insurance with benefits afforded under the laws of the state of California and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease for each employee. Workers' Compensation Insurance shall include a waiver of subrogation endorsement against City.
- B. Commercial General Liability insurance with minimum limits of: \$1,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising. The City of Wasco, its councilmembers, officers, and employees shall be listed as Additional Insureds on the Commercial General Liability policy.
- C. If use of a motor vehicle is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.

D. Combination Crime Coverage -Plan 2 (Blanket Crime Policy): with limits of not less than the maximum amount of City's money on Contractor's premise(s) at any one time (as agreed to in writing by the parties' Authorized Representatives). The policy shall be endorsed to extend to cover loss of City's money or securities and name City as loss payee as respects loss of City's money or securities.

Contractor will provide to City a signed copy of Additional Insured and Loss Payee Endorsements and Certificates of Insurance executed by the Contractor's insurance agent, broker, or insurance company evidencing the required coverage, limits, and provisions. Upon request, Contractor will provide copies of actual policies. Contractor authorizes City to contact Contractor's insurer or insurance agent or broker directly to verify submitted insurance information. A certificate of insurance stating the types of insurance and policy limits provided the Contractor must be received by City prior to commencement of accepting any utility bill payments on behalf of City by Contractor under this Agreement.

The cancellation clause on the certificate of insurance will be amended to read as follows: "THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER PRIOR TO CANCELLATION OR A MATERIAL CHANGE TO POLICY DESCRIBED ABOVE.

The insurance specified above shall provide that such insurance is primary coverage with respect to all insured.

9. TERMINATION AND CANCELLATION

A. Termination of Agreement

- I. Contractor may terminate this Agreement upon giving sixty (60) days prior written notice thereof to City setting forth the effective date of such termination, or both parties may mutually agree in writing that contractor may terminate with less than sixty (60) days' notice; provided however, that the termination of this Agreement shall not affect the obligations of either party to the other party pursuant to any right or cause of action which may have accrued or which may have been accruing prior to such termination.
- II. City may terminate this Agreement, at City's sole and absolute discretion, upon giving sixty (60) days prior written notice thereof to Contractor setting forth the effective date of such termination, or both parties may agree in writing that City may terminate with less than sixty (60) days' notice; provided, however, that the termination of this Agreement shall not affect the obligations of either party to the other party pursuant to any right or cause of action which may have accrued or which may have been accruing prior to such termination.

B. Cancellation for Default With Notice/Suspension of Equipment: If Contractor is in default of its obligations under this Agreement and such default continues for three (3) days after written notice thereof by the City, or if two (2) or more such defaults occur within any sixty (60) day period, the City may, in addition to all other rights and remedies provided by law or this Agreement, cancel this Agreement by written notice to the Contractor. Additionally, where Contractor makes clear its intention to and does thereafter default, then the City shall have the option to immediately cancel this Agreement upon being made aware of the Contractor's intentional default.

C. Consequences of Termination and Cancellation

I. If City terminates or cancels this Agreement pursuant to any provision of this Agreement, Contractor shall waive all claims against City for termination, including without limitation, for charges, profits, losses or damages resulting from such termination or cancellation.

Upon termination, cancellation, or other expiration of this Agreement, Contractor shall (a) immediately stop accepting Customer Payments and (b) shall promptly return to City all Information and any other material or properties furnished to Contractor by the City.

D. Default Under the Bankruptcy Code of the United States or Insolvency

For the purposes of this Section, the word "debtor" in the applicable Laws and Regulations shall mean Contractor. Contractor shall also be in default of its obligations hereunder and, City may immediately cancel this Agreement, if;

- I. Contractor files for protection under the Bankruptcy Code of the United States or any similar provision under other applicable Laws and Regulations; or
- II. Contractor has a receiver, trustee, custodian or other similar official appointed for all or substantially all of its business or assets; or
- III. Contractor makes an assignment for the benefit of its creditors.

10. **RECORDS AND AUDITS**

Contractor shall maintain accurate records of all Customer Payments and of all amounts billable to and payments made by City hereunder in accordance with matters which relate to Contractor's obligations hereunder in accordance with generally accepted accounting principles and practices uniformly and consistently applied in a format that will permit auditing. Contractor shall retain such records for a period of 3 years. To the extent that such records may be relevant in determining whether Contractor is complying with its obligations hereunder, City and its Authorized Representatives shall have access to such records for inspection and audit at all reasonable times during normal business hours.

11. NOTICES

Except as otherwise provided herein, all notices or other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person or three (3) days after deposited in the United States mail, first class postage prepaid or when sent by electronic mail ("email") and addressed as follows:

To Contractor

Obaid Markets, Inc., A General Partnership 915 Poso Drive Wasco, CA 93280 Email:__fiestawasco@gmail.com_____

Attn: Attas Obaid, Managing Partner

To City of Wasco

746 8th Street Wasco CA 93280

Email: daortiz@cityofwasco.org

Attn: City Manager

The address to which notices or communications may be given to either party hereto may be changed by written notice given by such party to the other pursuant to this section.

12. **SIGNS AND PUBLICITY**

- A. City shall provide to Contractor and Contractor shall post in a conspicuous place signs stating that Contractor is authorized to accept Customer Payments.
- B. In the event Contractor wishes to use additional signs, City shall have the right to approve or reject the appearance, placement, and working of signs on Contractor's premises.
- C. Upon termination, cancellation, or expiration of this Agreement, City shall be permitted to place a sign in a prominent location on Contractor's premises that states, among other things, that Contractor is no longer an Authorized Payment Location and the sign shall remain in that location for a period of ninety (90) days from the date of termination, cancellation or expiration of this Agreement.
- D. Without prior written approval of City, Contractor shall not publish any advertising, sales promotion essays, articles or other publicity matter relating to the services performed by Contractor in which City is mentioned, or in which language, signs, markings or symbols are used from which a connection to City's judgment, may be reasonably inferred.

13. **INDEPENDENT CONTRACTOR**

Contractor is an independent contractor and is not an agent or employee of the City.

14. **NON-ASSIGNMENT**

Contractor shall not assign its rights or delegate its duties under this Agreement without the prior written consent of the City which may be given or denied in City's sole and absolute discretion.

15. **SUCCESSORS AND ASSIGNS**

Subject to paragraph 14 this Agreement shall inure to the benefit of and be binding upon respective successors and assigns, if any, of Contractor.

16. **INFORMATION**

No Information (as defined below) obtained by Contractor from City or City's customers under this Agreement shall become Contractor's property. Contractor shall keep all such Information confidential, shall use it only in performing their duties contained within this Agreement. Contractor shall return all Information to City promptly upon termination, cancellation or expiration of this Agreement. City shall have the right to review and approve the procedures for handling such Information and may make such inspections, as it deems necessary to assure that such Information is being properly protected.

17. **TITLE**

Any and all Information and equipment, and any other tangible or intangible material or data furnished to Contractor in the performance of services hereunder, is and shall remain at all times the property of City.

18. **TAXES**

The rate of compensation per single transaction paid by City to Contractor includes all taxes of whatever nature levied or assessed on account of this Agreement.

19. **AMENDMENTS**

Neither this Agreement nor any provision thereof, unless specifically allowed herein, can be waived or modified by either party, unless such waiver or modification is in writing and signed by an Authorized Representative of each party.

20. **SURVIVAL**

The terms, conditions, and indemnifications contained in Section 7 of this Agreement shall survive the completion of performance, cancellation, or termination of this Agreement.

21. **COMPLIANCE WITH LAWS**

Contractor shall comply with all Laws and Regulations (defined below) applicable to this Agreement. In the event of a conflict between this Agreement and such Laws and Regulations, the more restrictive shall prevail except where such Laws and Regulations prohibit more restrictive language.

22. **DEFINITIONS**

For the purpose of this Agreement, the following terms and all other terms defined in this Agreement shall have the meaning so defined unless the context clearly indicates otherwise. A term defined in the singular shall include the plural and vice versa when the context so indicates.

"Billing Media" means any portion of city's customer's bill that displays the customer's account number, address and amount due.

"Cancellation" means the occurrence by which either party terminates this Agreement as authorized under this Agreement and its effect is the same as that of "Termination," except that the canceling party also retains any remedy for breach of the whole Agreement or any unperformed balance.

"Customer Payment" means cash, personal checks, money orders, and traveler's checks paid by City's customers.

"Information" means all records and data of any nature regarding City's customers and accounts, whether in the form of Billing Media or other records or data concerning individual customers or account, statistical or demographic records or data, computer programs derived from such records or data, or any other form.

"Laws and Regulations" means all applicable federal laws, regulations and orders (including, but not limited to, the Americans with Disabilities Act), state and local laws, ordinances, codes, rules, regulations and orders and requirements of all duly constituted governmental, judicial or administrative authorities, as they may be subsequently amended from time to time, and including, but not limited to, the procurement of permits, certificates, and licenses when needed.

"Record of Transactions" means a listing of all Customer Payments received by Contractor for a particular period of time and which shall include all Billing Media presented to Contractor by City's Customers.

"Shortages" shall mean the amount by which the check from the Contractor representing the total amount of Customer Payments received by the Contractor is less than the total amount of the Customer Payments received by the Contractor or the total amount billed to those customers. In that event, Contractor shall immediately pay to City the amount of the Shortages promptly upon written notice from the City.

"Termination" means the occurrence by which either party, pursuant to the provisions or powers of this Agreement or Laws and Regulations, terminates this Agreement otherwise than for breach. On "Termination," all obligations, which are still executors on both sides, are discharged but any right based on prior breach or performance survives.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.								
City of Wasco,	Obaid Markets, Inc.							
A Municipal Corporation	A General Partnership							
Daniel Ortiz Hernandez	Attas Obaid							
City Manager	Managing Partner							

Exhibit A

UTILITY PAYMENT PAY STATIONS PROCEDURES

PURPOSE:

To establish guidelines for contracted Utility Payment Vendor Payment Center for the receipt of utility bill payments from utility customers of the City of Wasco ("City").

POLICY:

It is the policy of the City to allow contracted Utility Payment Vendor Payment Centers to receive and deliver to the City, utility payments on a daily basis. It is also the policy of the City to record those payments to customer accounts one working day following the Customer Payments being remitted to the Contractor.

It is the policy of the City that the responsibility of the contracted Utility Payment Center to balance cash receipts daily and deliver Customer Payments to the City in a timely manner as outlined below.

PROCEDURE:

A City utility customer must provide their City utility bill to the Payment Vendor when remitting payment at a Utility Payment Center. The utility bill is separated by the Payment Vendor into two portions and is listed as Exhibit C.

(1) the payment stub which is retained by the Payment Vendor and remitted to the City, and (2) the balance of the Utility Bill which is returned to the utility customer as a receipt and proof of their payment.

City Utility Payment stubs shall be initialed and marked with what method was utilized to make payment. Either a (\$) mark must be utilized for cash payments or the # sign with notation of the actual check number that was used to pay the bill (ck# xxxx) must be clearly marked on the top right-hand side of the payment stub. If the customer paid using a credit card, place (CC) on the top right-hand side along with the approval number. If using a debit card, place (DB) on the top right-hand side of the payment stub.

Payment vendor will only accept payment from customer for the current month's bill. Should a customer arrive at payment processing center with no bill, a previous month's bill, or an overdue "Red" utility bill (Exhibit D), the Payment vendor shall direct customer to the City of Wasco Finance Department for processing of payment.

The amount that was paid needs to be circled on the payment stub. If the amount is different than the amount billed, the amount actually paid needs to hand written-in and the amount original billed amount needs to be crossed out and initialed on both the payment stub and the receipt portion of the bill.

Both the payment stub and receipt portion of the bill must be date-stamped and some type of identifying mark must be utilized to distinguish the Vendor Payment Center. Identifying mark must be approved by the City of Wasco prior to the commencement of this agreement.

At closing each day, all utility payment stubs shall be totaled by way of a calculator tape, which shall be wrapped around the group of payment stubs receipted. The total of the payment stubs must equal the total amount of payments received. The vendor shall write a check to the City of Wasco for the entire amount of payments received. The group of payment stubs, calculator tape, and the check for the total amount of payments collected shall be delivered to the City of Wasco Finance Department located at 764 E Street, Wasco CA by the next working day on or before 9:00 a.m.

Upon receipt of the customer payments and payment stubs, the City will total the payment stubs by way of a calculator tape. This amount should equal the amount delivered on the check by the vendor. The Payment Vender shall assist in daily reconciling and reconciling any differences that occur. Pursuant to the Payment Vendor's Authorized Payment Center Agreement with the City, the Payment Vender is responsible for any differences identified in the reconciliation at the sole determination of the City.

Exhibit B

UTILITY PAYMENT PAY STATIONS COMPENSATION COMMISSION

COMMISSION:

City shall pay Contractor commission based on the following schedule:

Effective Expiration <u>Amount of per single transaction</u>

9/1/2020 12/31/2022 \$0.18

Exhibit C

SAMPLE UTILITY BILL- CURRENT MONTH

The contractor shall only accept payments for utility bills due in the current month by verifying the "Due Date" reflects the current month.



Account Statement



ACCOUNT INFORMATION

0410023090 Account Number: Customer ID (CID): 14040 Bill Number: 535992 Service Address: 2309 Example ST 04/15/2020 to 05/15/2020 Service Period: Billing Date: 06/01/2020 06/20/2020

CURRENT CHARGES

Service	Current	Previous	Usage	Amount
Vater	230229	228262	1967	28.60
Sewer	0	0	0	23,78
Refuse	0	0	0	28.12

WAC0528A 678 1 AV 0.389 7000000710 00.0003.0064 678/1



2309 Example Street WASCO CA 93280-1529

THIS PORTION RETURNED TO CUSTOMER



SPECIAL MESSAGE

Due to COVID-19, all City offices are closed and operations have been modified until further notice. City Council meetings are conducted via Zoom Meeting which allows remote public participation, Please visit our website at cityofwasco org for additional information.

ACCOUNT ACTIVITY

Current Charges: 30.50 Balance Forward: 30.50 Total Due: 161,00

INFORMATION

- -Billing questions, please call (661) 758-7230
- -Pay your bill online at: www.cityofwasco.org/267/Pay-Utility-Bill-Online
- Mail check or money order to address below, Check MUST contain your CID & Account Number
- -Preguntas sobre su factura marque al (661) 758-7230
- -Paque su factura en linea: www.cityofwasco.org/267/Pay-Utility-Bill-Online
- -Envie su cheque personal o money order a la direccion indicada. El cheque o money order NECESITA tener su numero de CID y Account Number

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT - MAKE YOUR CHECKS PAYABLE TO THE CITY OF WASCO.

(CID) AND ACCOUNT NUMBER MUST BE INCLUDED ON YOUR CHECK,

Example, Name

0410023090

14040 535992 Page: 1/1

Payment Coupon

ACCOUNT INFORMATION

Account Name: Account Number Customer ID (CID): Bill Number: Service Address: Service Period: Billing Date:

2309 Example_{ST} 04/15/2020 to 05/15/2020 06/01/2020

2309 EXAMPLE STREET WASCO CA 93280-1529

AMOUNT DUE

TOTAL AMOUNT DUE:

\$161,00

AMOUNT ENCLOSED

REMIT PAYMENT TO:

Check No.

<u> Որ Ար ԱՎ ԱՄԻ ԱՄԻ ՄԻ ՄԻ Վահարի արևի գովել Առևաի Մ</u>

CITY OF WASCO PO BOX 612800 SAN JOSE, CA 95161-2800



THIS PORTION RETURNED TO CITY OF WASGO02307000361009

EXHIBIT D SAMPLE OVERDUE BILL

The contractor shall not accept payment from customer who presents a previous month's bill, presents no bill or presents a "Red" overdue bill. Contractor shall direct customer to the City of Wasco Finance Department for payment processing.



City of Wasco 764 E Street Wasco, CA 93280

For Billing Information: Visit our webiste at: www.cityofwasco.org Call: 661-758-7230



Account Information

Account Name: Account Number: Customer ID (CID): Service Address: Billing Date: Due Date: EXAMPLE NAME 0410023090 14040 2309 EXAMPLE ST 06/01/2020

06/10/2020

Amount Due

PAST DUE CHARGES: \$80,50 AMOUNT DUE: \$80,50

DELINQUENT NOTICE

Your account is currently past due, Please pay your balance by the 10th of the month in order to avoid service interruptions.

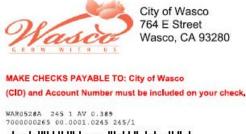
If you have questions or wish to make payment arrangements, please contact our Customer Service Department prior to the due date. If payment has already been made, please contact our office to verify receipt,

AVISO DE DELINCUENCIA

Actualmente su cuenta esta vencida, Por favor pague su saldo antes del dia 10 de este mes para que sus servicios no sean interrumpidos.

Si tiene alguna pregunta o desea hacer arreglos de pago, comuníquese con nuestro departamento del servicio al cliente antes de la fecha de vencimiento. Si el pago ya se ha realizado, comuníquese con nuestra oficina para confirmar el recibo.

Return this portion with your payment. Allow at least 5 days by mail



սելըվով||կիկկ||իիրյ_{||}ըլԱիսկե||լվլ||որհիկվ EXAMPLE, NAME

2309 EXAMPLE STREET WASCO CA 93280-1529

2.5

լնկելըկ**ո**լոգիկուհիցիրցվուզոնիկներգնին

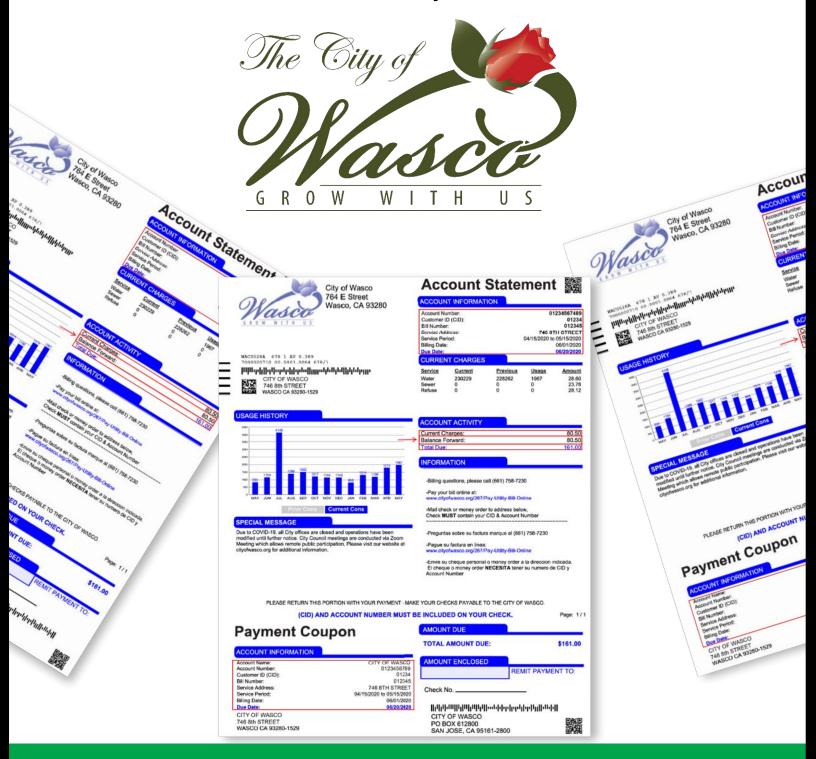
CITY OF WASCO 764 E STREET WASCO, CA 93280-1930

Due Date:



06/10/2020

This is an Authorized Payment Location for



Pay Your City Utility Bill Here

• Delinquent statements are NOT accepted at this location.

Esta es una Ubicación de Pago Autorizada por



Pague su Factura de Servicios Públicos Aquí

• NO se aceptan facturas delincuencias en esta ubicación.



STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager

DATE: August 18, 2020

SUBJECT: Adopt a Resolution of the City Council Approving the Acquisition of Real

Estate owned by the Wasco Housing Authority (Wasco Farm Labor Housing Property) in the Amount of in the Amount of One Hundred dollars. (\$100.00).

Recommendation: Staff Recommends Approval of Purchase of Agreement

Discussion: With the relocation of tenants from the Wasco Farm Labor Housing complex to the new Rosaleda Village development, the Wasco Housing Authority is preparing to the finalize the removal or transfer to Rosaleda Village any USDA, HUD, of California Department of Housing and Community Development requirements or deeds of trusts the farm labor complex property would have on its title report. With the development of Rosaleda Village, WHA ceded responsibility for managing housing programs in Wasco to the Kern County Housing Authority. WHA is winding down and planned to relinquish the former farm labor housing complex property to the City of Wasco once the final tenants relocate and any deed restrictions are removed.

The purchase price is \$100.00.



There are significant challenges with the acquiring the property given its current condition and estimated cost to demolish and clear the site. The City has been engaged with the California High-Speed Rail Authority and formally requested the Authority mitigate the depilated and blight condition of the property by demolishing it.

Fiscal Impact: Purchase price is \$100.00.

Attachments:

Purchase and Sale Agreement

RESOLUTION NO.	2020 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING THE ACQUISITION OF REAL ESTATE OWNED BY WASCO HOUSING AUTHORITY

WHEREAS, the Wasco Housing Authority wishes to sell to the City of Wasco the real property formerly known as the Wasco Farm Labor Housing complex located at located at 750 H Street, Wasco, CA 93280

WHEREAS, City agrees to purchase the real property from the Wasco Housing Authority for the purchase price of one hundred dollars and zero cents (\$100.00); and,

WHEREAS, Purchase and Sale Agreement specifies certain conditions have to be met before closing can occur; and,

WHEREAS, City agrees to pay for closing cost; and

WHEREAS, funding for the purchase of the Property is from the General Fund; and

WHEREAS, the proposed acquisition is exempt from review under the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2), (3) and 15378(a) of the CEQA Guidelines because the proposed acquisition does not constitute the approval of a project under CEQA and, therefore, environmental review under CEQA is not required at this time.

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

SECTION 1: Approves the Purchase and Sale Agreement with Wasco Housing Authority.

SECTION 2: Authorizes the City Manager to endorse and execute provisions of the the agreement.

	going Resolution No. 2020e City of Wasco at a regular meeting the:	•
COUNCIL MEMBERS: C AYES: NOES: ABSTAIN: ABSENT:	ORTEZ, ESPITIA, GARCIA PALLARES, REYNA	
Attest: MARIA O. MARTINEZ CITY CLERK and Ex Office	TEOFILO CORTE MAYOR of the o	-

the Council of the City of Wasco

PURCHASE AND SALE AGREEMENT

(Wasco Housing Authority Property)

This PURCHASE AND SALE AGREEMENT (this "<u>Agreement</u>") is entered into as of August 1, 2020, by and between, the City of Wasco Housing Authority, a public body corporate and politic (the "Seller"), and the City of Wasco, a municipal corporation or its assignee (the "Buyer").

RECITALS

- A. Seller is the owner of the Property, as described below.
- B. Seller desires to sell the Property to Buyer and Buyer desires to purchase the Property from Seller, in accordance with the terms and conditions contained in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Buyer and Seller agree as follows:

1. PURCHASE AND SALE

- 1.1 <u>Property Included in Sale</u>. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, subject to the terms, covenants and conditions set forth herein, the following:
- (a) the real property located at 750 H Street, Wasco, CA 93280, and more particularly described in <u>Exhibit A</u> attached hereto (the "<u>Land</u>");
- (b) any and all rights, privileges, easements, rights-of-way or other appurtenances incidental or appurtenant to the Land and Improvements used in connection with the beneficial use and enjoyment of the Land and Improvements, and any and all of Seller's right, title and interest in and to all roads and alleys adjoining or servicing the Land and Improvements (collectively, the "Appurtenances").
- 1.2 <u>Property Definition</u>. All of the items referred to in subparagraphs (a) and (b) above are collectively referred to as the "<u>Property</u>."

2. PURCHASE PRICE; OPENING OF ESCROW

- 2.1 <u>Purchase Price</u>. The total purchase price for the Property is One Hundred Dollars (\$100) (the "<u>Purchase Price</u>"). Upon Buyer's payment of the \$100 into escrow, escrow holder shall forthwith release \$99 of same which shall be nonrefundable to Buyer under all circumstances and shall be consideration to Seller for Buyer's right to terminate this Agreement prior to the Close of Escrow (hereinafter described) Buyer shall pay Seller the Purchase Price in the manner set forth in Section 2.2.
 - 2.2 <u>Payment of Purchase Price</u>.

- (a) <u>Purchase Price</u>. Purchase Price shall be paid in cash within 30 days from the date of this Agreement.
- 2.3 <u>Funds</u>. All payments made by any party hereto shall be in legal tender of the United States of America, in cash or by wire transfer of immediately available funds to Placer Title Company, 301 University Avenue, Suite 120, Sacramento, CA 95825 (the "<u>Title Company</u>") as escrow agent.
- 2.4 <u>Opening of Escrow.</u> The parties shall open escrow (the "<u>Escrow</u>") with the Title Company. The escrow agent shall draft escrow instructions for execution by the parties.

3. TITLE TO THE PROPERTY, REMOVAL OF TENANTS

- 3.1 <u>Conveyance of Title to the Property</u>. At the Closing, Seller shall convey to Buyer marketable and insurable fee title to the Land and Appurtenances, by a duly executed and acknowledged grant deed (the "<u>Grant Deed</u>"), free and clear of all liens and encumbrances except those accepted by Buyer as shown in the title policy approved by Buyer.
- 3.2 <u>Removal of Tenants</u>. At the Closing, Seller shall have removed or relocated off of the Property all persons presently residing on the Property whether legally or otherwise so that there are no tenants, occupants, or other persons remaining on the Property.

4. CLOSING OF ESCROW

- 4.1 <u>Closing Date</u>. The consummation of the purchase and sale contemplated hereby (the "<u>Closing</u>") shall be held and delivery of all items to be made at the Closing under the terms of this Agreement shall be made no later than September 30, 2020, or on such earlier date as Buyer and Seller may mutually agree (the "<u>Closing Date</u>"). The Closing Date may be extended by mutual agreement of both Seller and Buyer, except as otherwise expressly provided in this Agreement.
- 4.2 <u>Seller's Delivery of Funds and Documents</u>. At or before the Closing, Seller shall deliver to Escrow, the following:
 - (a) the duly executed and acknowledged Grant Deed; and
- (b) such documentation to the reasonable satisfaction of Buyer showing removal of all liens and encumbrances; and
- (c) such documentation to the reasonable satisfaction of Buyer showing removal of all tenants, occupants, and other persons residing or occupying any portion of the Property; and
- (d) all funds necessary to pay Seller's closing costs in immediately available funds; and
- (e) any other items relating to the ownership or operation of the Property not previously delivered to Buyer.

- 4.3 <u>Buyer's Delivery of Funds and Documents</u>. At or before the Closing, Buyer shall deliver to Escrow the following:
 - (a) the Purchase Price and Closing Costs (defined in Section 5.2 below).
- 4.4 Other Documents. Seller and Buyer shall each deposit such other instruments as are reasonably required by Title Company as escrow holder or otherwise required to close the escrow and consummate the purchase of the Property in accordance with the terms hereof, subject to each party's approval of the foregoing. Prior to the Closing, Title Company shall have committed to issuance of a CLTA Title Insurance Policy for Buyer at Buyer's sole cost and expense.
- 4.5 <u>Closing.</u> Upon the Close of Escrow, Escrow Agent shall record all reconveyances or other lien releases necessary to remove all liens and encumbrances and record the Grant Deed.

5. EXPENSES AND TAXES

- 5.1 <u>Special Assessments</u>. At or before the Closing, Seller shall pay the full amount of any special assessments against the Property, including, without limitation, interest payable thereon, applicable to the period prior to the Closing Date. Seller shall pay the full amount of the Shafter Wasco Irrigation District assessments and taxes, if any, allocable to the period prior to the Closing Date.
- 5.2 <u>Closing Costs</u>. Buyer shall pay all closing costs including title policy premiums for Buyer, escrow and recording fees, and any transfer taxes assessed by the County of Kern (the "Closing Costs").
- 5.3 <u>Post-Closing Reconciliation</u>. If any of the foregoing prorations cannot be calculated accurately on the Closing Date, then they shall be reprorated as soon after the Closing Date as the prorations can be calculated and this obligation shall survive the Closing. Either party owing the other party a sum of money based on such subsequent prorations shall promptly pay such sum to the other party.

6. AS IS PURCHASE

6.1 If Buyer purchases the Property pursuant to this Agreement, Buyer shall have until the Close of Escrow to conduct its own investigation of the Property and all matters relating thereto, including, but not limited to, the financial, legal, title, physical and environmental condition of the Property; and to investigate any applicable restrictions, covenants, conditions, zoning laws, building codes, environmental matters, and other regulations affecting the Property; and to make all inquiries, inspections, tests, audits, studies and analyses that it shall have deemed necessary or desirable in connection with purchasing the Property; Except as described herein, neither Seller nor any of its agents, advisors or representatives has made, and Buyer shall not have relied on, any representation or warranty of Seller, and Buyer shall have assumed the risk of the financial, legal, title, physical, environmental and other conditions of the Property and all defects or deficiencies thereof or therein.

- 6.2 EXCEPT AS OTHERWISE DESCRIBED HEREIN, BUYER IS BUYING THE PROPERTY "AS IS" AND "WHERE IS" AND WITHOUT REPRESENTATION, WARRANTY OR INDEMNITY OF ANY KIND WHATSOEVER BY SELLER OR ANY OF ITS PARTNERS, AGENTS, ADVISORS OR REPRESENTATIVES (OR ANY OF THEIR RESPECTIVE PARTNERS, AFFILIATES, DIRECTORS, OFFICERS OR EMPLOYEES).
 - 6.3 Seller hereby represents and warrants as follows, which shall survive the closing:
 - (a) There are no actions, suits, material claims, legal proceedings, or any other proceedings pending which have been served or to Seller's knowledge threatened before any court, tribunal or agency affecting the Property or any portion thereof.
 - (b) Seller has not received written notice of any violation of any law issued by any governmental authority with respect to the Property which has not been cured or any violation of any zoning or building regulations or ordinances which have not been cured.
 - (c) Except as shown on the preliminary report of title, there are no agreements or other obligations to which Seller is a party or by which Seller or the property is bound which may affect or relate the property or the development thereof or any portion thereof or any interest therein or the purposes or subject matter of this Agreement which are not terminable upon 30 days notice and there is no lease, option to lease, option to purchase, or right of first refusal to do any of the foregoing.
- 6.4 Seller agrees to indemnify, defend, and hold harmless Buyer, its officers, councilmembers, and employees from and against any and all claims, liabilities, penalties, damages, judgments, and awards including, without limitation, court costs and reasonable attorney's fees arising out of or relating to injury or damage to persons or property accruing prior to the Close of Escrow or any breach of a representation or warranty of Seller. The foregoing obligations shall survive the Close of Escrow.
- 6.5 Buyer may terminate this Agreement in Buyer's sole discretion by written notice of termination to Seller prior to the Close of Escrow. In that event, neither Buyer nor Seller shall have any further liability or responsibility to the other under this Agreement and Buyer agrees to pay the title company for any cancelation fee charged by the Title Company.

7. GENERAL PROVISIONS

7.1 <u>Notices</u>. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery, against receipt, (ii) one (1) day after being deposited with a reliable overnight courier service, or (iii) two (2) days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or when sent by electronic mail ("email") and addressed as follows:

Seller: City of Wasco Housing Authority

601 – 24th Street

Bakersfield, CA 93301

Attn: Executive Director

Email: ____

Buyer: City of Wasco

746 8th Street Wasco, CA 93280 Attn: City Manager

Email: daortiz@cityofwasco.org

or to such other address as either party may from time to time specify in writing to the other prior written notice in the manner provided above.

- 7.2 <u>Successors and Assigns</u>. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns.
- 7.3 <u>Amendments</u>. This Agreement may be amended or modified only by a written instrument executed by Buyer and Seller.
- 7.4 <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 7.5 <u>Merger of Prior Agreements</u>. This Agreement shall be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous oral or written agreements or understandings.
- 7.6 <u>Waiver</u>. Waiver by a party of any provision of this Agreement shall not be considered a continuing waiver or a waiver of any other provisions, including the time for performance of any such provision.
- 7.7 <u>Interpretation of Agreement</u>. The Article, Section and other headings of this Agreement and the table of contents are for convenience of reference only and shall not affect the meaning or interpretation of any provision contained herein. Whenever the context so requires, the use of the singular shall be deemed to include the plural and vice versa, and each gender reference shall be deemed to include the other and the neuter.
- 7.8 Attorneys' Fees. If either party hereto fails to perform any of its respective obligations under this Agreement or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment.

- 7.9 <u>Severability</u>. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.
- 7.10 <u>Counterparts, Electronic Copies</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The parties agree that a facsimile or electronic copy of this fully executed Agreement shall be as effective as the original for all purposes.

[SIGNATURE PAGE FOLLOWS]

The parties have duly executed this Agreement as of the date first set forth above.

SELLER

City of Wasco Housing Authority, a public body, corporate and politic

Stephen M. Pelz, Interim Executive Director

BUYER

City of Wasco, a municipal corporation

DANIEL ORTIZ HERNANDEZ, City Manager

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Wasco, County of Kern, State of California, described as follows:

Parcel 1:

A parcel of land being a portion of Section 7, Township 27 South, Range 25 East, Mount Diablo Base and Meridian, in the County of Kern, State of California, more particularly described as follows:

Beginning at a point in the centerline of J Street which lies North 0°28' East 1882,16 feet and South 89°32' East 982 feet from the Southwest corner of said Section 7, thence along the centerline of J Street South 0°28' West 226 feet to the centerline of Ninth Street as shown on the Map of the Town of Wasco, Kern County, California, as per the map thereof filed in the Office of the County Recorder of said Kern County January 29, 1900, thence North 89°32' West along the centerline of Ninth Street 800 feet to the centerline of H Street, thence North 0°28' East along the centerline of H Street 226 feet, thence South 89°32' East 800 feet to the point of beginning

EXCEPTING THEREFROM a 1/2 part of all petroleum, oil, natural gas, asphaltum, and other hydrocarbon substances, upon, within or under said land, whether now known to exist or hereafter discovered, developed or produced, as reserved by Kern County Land Company, in deed recorded June 30, 1936 in Book 648, Page 201, Official Records.

APN: ptn 030-030-01

Parcel 2:

A parcel of land being a portion of Section 7, Township 27 South, Range 25 East, Mount Diablo Base and Meridian, in the County of Kern, State of California, more particularly described as follows:

Beginning at a point which is North 0°28' East 3116.16 feet and South 89°32' East 982.00 feet from the Southwest corner of said Section 7 which point is also the intersection of the centerline of Highway No. 139 (J Street) and the centerline of 6th Street in the Town of Wasco and running thence along the centerline of said Highway No. 139 South 0°28' West 1234.00 feet; thence North 89°32' West 800.00 feet to the centerline of H Street; thence along the centerline of H Street North 0°28' East 972.00 feet; thence South 89°32' East 235.00 feet; thence North 0°28' East 147.00 feet; thence South 89°32' East 30.00 feet; thence North 0°28' East

115.00 feet to the centerline of 6th Street; thence along the centerline of 6th Street South 89°32' East 95.00 feet; thence South 0°28' West 225.00 feet; thence South 89°32' East 310.00 feet; thence North 0°28' East 225,00 feet to the centerline of 6th Street; thence along the centerline of 6th Street 130.00 feet to the point of beginning,

EXCEPTING THEREFROM a 1/2 part of all petroleum, oil, natural gas, asphaltum, and other hydrocarbon substances, upon, within or under said land, whether now known to exist or hereafter discovered, developed or produced, as reserved by Kern County Land Company, in deed recorded June 30, 1936 in Book 648, Page 201, Official Records.

ALSO EXCEPTING THEREFROM all oil. gas, asphaltum and other hydrocarbons and all other minerals, whether similar to those herein specified or not, within or underlying or that may be produced from the above described lands, including such rights of access to and the use of such parts of the surface of the

above described lands as may be necessary for mining and saving said minerals, as reserved by the United States of America in deed recorded March 13, 1959, in Book 3098, Page 504, Official Records.

APN: 030-020-15 & ptn 030-030-01

Parcel 3:

That portion of block 12 of the Town of Wasco, County of Kern, State of California, as per map on file in the office of the County Recorder, County of Kern, State of California, more particularly described as follows:

Beginning at the intersection of the centerline of "H" Street with the centerline of Sixth Street; thence South 89°32' East along said centerline of Sixth Street 265 feet; thence South 0°28' West 115 feet; thence North 89°32' West 30 feet; thence South 0°28' West, 147 feet; thence North 89°32' West 235 feet to the centerline of "H" Street: thence North 0°28' East along the centerline of "H" Street 262 feet to the point of beginning,

EXCEPTING THEREFROM a 1/2 part of all petroleum, oil, natural gas, asphaltum, and other hydrocarbon substances, upon, within or under said land, whether now known to exist or hereafter discovered, developed or produced, as reserved by Kern County Land Company, in deed recorded June 30, 1936 in Book 648, Page 201, Official Records

ALSO EXCEPTING THEREFROM all uranium, thorium, and all other materials determined pursuant to section 5(b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits of the above described lands as reserved by the United States of America in deed recorded August 07, 1952, in Book 1971, in Book 1971, Page 122, Official Records.

APN: 030-020-13

Parcel 4:

That portion of block 11 of the Town of Wasco, County of Kern, State of California, as per map on file in the office of the County Recorder, County of Kern, State of California, more particularly described as follows:

Beginning at a point in the centerline of Sixth Street, which is South 89°32' East 360 feet from the Intersection of said centerline of Sixth Street; with the centerline of "H" Street; thence continuing South 89°32' East along the centerline of Sixth Street 310 feet; thence South 00°28' West 225 feet; thence North 89°32' West 310 feet; thence North 0°28' East 225 feet to the point of beginning.

EXCEPTING THEREFROM a 1/2 part of all petroleum, oil, natural gas, asphaltum, and other hydrocarbon substances, upon, within or under said land, whether now known to exist or hereafter discovered, developed or produced, as reserved by Kern County Land Company, in deed recorded June 30, 1936 in Book 648, Page 201, Official Records

ALSO EXCEPTING THEREFROM all uranium, thorium, and all other materials determined pursuant to section 5(b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits of the above described lands as reserved by the United States of America in deed recorded August 07, 1952, in Book 1971, in Book 1971, Page 122, Official Records.

APN: 030-020-14