



# BAKERSFIELD CITY COUNCIL AGENDA MEETING OF NOVEMBER 20, 2019

Council Chambers, City Hall, 1501 Truxtun Avenue  
Regular Meeting 5:15 PM

## REGULAR MEETING - 5:15 PM

### 1. ROLL CALL

### 2. INVOCATION

### 3. PLEDGE OF ALLEGIANCE

### 4. PRESENTATIONS

- a. Check presentation of \$500 for Spring term sponsorship, by Rob Duchow, Public Affairs Manager for Kern County and Antelope Valley Southern California Gas Company, to Heather Pennella, Chair of Keep Bakersfield Beautiful.

### 5. PUBLIC STATEMENTS

- a. Written material submitted during the public statements portion of the meeting.

### 6. WORKSHOPS

### 7. APPOINTMENTS

### 8. CONSENT CALENDAR

*Staff recommends adoption of Consent Calendar items.*

#### **Minutes:**

- a. Approval of the minutes of the November 6, 2019, Regular City Council Meeting.

#### **Payments:**

- b. Receive and file department payments from October 25, 2019, to November 7, 2019, in the amount of \$15,375,901.05; Self Insurance payments from October 25, 2019, to November 7, 2019, in the amount of \$277,141.25; totaling \$15,653,042.30.

#### **Ordinances:**

#### **Resolutions:**

- c. SEIU Labor:
  - 1. Resolution approving the Memorandum of Understanding for employees of the Blue and White Collar Units and adopting salary schedule and related benefits.
  - 2. Amendment No. 25 to Resolution No. 44-93 setting salaries and related benefits for the Temporary Unit.
- d. Resolution adopting a Recruitment and Retention Incentive for Incumbents of the Police Trainee position for the Bakersfield Police Department.
- Ward(s) 1, 2, 7 e. Resolutions to add the following territories to the Consolidated Maintenance District and approving, confirming, and adopting the Public Works Director's Report for each:
  - 1. Area 3-114 (9801 Compagnoni Street) – Ward 7
  - 2. Area 4-203 (314 H Street) – Ward 2
  - 3. Area 5-101 (Tract 7322 – Berkshire Road approximately 1000' east of South H Street) – Ward 7
  - 4. Area 5-102 (4915 South H Street) – Ward 7
  - 5. Area 5-103 (52 Planz Road) – Ward 1
- Ward 2 f. Resolution of Intention (ROI) #2028 to add Area 4-204 (625 34th Street) to the Consolidated Maintenance District and preliminarily approving, confirming, and adopting the Public Works Director's Report.

**Agreements:**

- g. Agreement with Kern County Forensic Services, LLC (\$220,000) for sexual assault examinations.
- Ward 2 h. Amendment No. 4 to Agreement No. 15-290 with Servexo Protective Services (not to exceed \$179,444 annually and to extend term for an additional year) to provide daily 24-hour on-site security services at the Bakersfield Amtrak Station.
- Ward i. Amendment No. 1 to Agreement No. 18-188 with EMTS, Inc. (\$58,704; revised not to exceed \$117,408 and extend term by one year), to provide landscape maintenance services at Wastewater Treatment Plant No. 3.
- j. Amendment No. 1 to Agreement No. 18-199 with SC Fuels (\$1,250,000; revised not to exceed \$2,250,000 and extend the term one year) for supply of partial/bob-tail fuel deliveries.
- k. Amendment No. 2 to Agreement No. 17-203 with Pinnacle Petroleum, Inc. (\$2,500,000; revised not to exceed \$7,500,000, and extend the term one year), for supply of tractor/trailer fuel deliveries.
- l. Amendment No. 3 to Agreement No. 17-007 with Target

Specialty Products (\$150,000, revised not to exceed \$550,000 and extend the term one year) to continue the supply of chemical, insecticides, and herbicides.

m. Amendment No. 1 to Agreement No. 17-192 with Meyer Civil Engineering, Inc. (\$50,000; revised not to exceed \$250,000), to provide on-call construction inspection services for development projects and the Capital Improvement Program.

Ward(s) 1, 2, 6, 7

n. Contract Change Order Nos. 133, 175, and 185 to Agreement No. 14-241 with Security Paving Company (\$19,787.36; revised not to exceed \$89,534,495.33) for the Beltway Operational Improvements Project.

#### **Bids:**

Ward 6

o. Accept bid and approve contract with MD Concrete Cutting & Demolition (not to exceed \$101,040) for the Silver Creek Park pool deck repairs.

#### **Miscellaneous:**

Ward(s) 1, 2, 3, 4, 5

p. Appropriate \$256,134 Transportation Development Act Article 3 (TDA 3) grant funds to the Public Works Department's Capital Improvement Program budget in the Bikeway and Pedestrian Pathway Fund for the following projects: Pedestrian Improvements (Brundage Lane); Downtown Bicycle Parking; Downtown Pedestrian Outreach; Pedestrian Count-down Timers (15 intersections within the City of Bakersfield); Kern River Bikepath Rehabilitation (Beach Park to Manor Street); and Pedestrian Improvements (L Street).

q. Authorize the Finance Director to write off accounts receivable in various funds totaling \$3,546.64 and forward non bankrupt accounts to a collection agency for additional collection efforts.

#### **Successor Agency Business:**

#### **Public Safety/Vital Services Measure:**

Ward 6

r. Accept and approve Design Consultant Agreement with Verde Design (\$584,051) for the Master Plan Update and Design Services for the Kaiser Permanente Sports Village Phase 4.

### **9. CONSENT CALENDAR PUBLIC HEARINGS**

*Staff recommends conducting Consent Calendar Public Hearing and approval of items.*

### **10. HEARINGS**

### **11. REPORTS**

**12. DEFERRED BUSINESS**

**13. NEW BUSINESS**

a. Wastewater Revenue Refunding Bonds

1. Approve plan directing staff to move forward with refinancing of Wastewater Revenue Refunding Bonds, Series 2015A.
2. Agreement with Kutak Rock LLP in the amount of \$100,000 for Special Bond Counsel services associated with financial planning for the proposed tax-exempt forward refunding of Wastewater Revenue Refunding Bonds.
3. Amend agreement with Nixon Peabody, LLP for Disclosure Counsel services adding the Wastewater Revenue Refunding Bonds to existing contract for a total not to exceed amount of \$90,000.

*Staff recommends approval of action plan and of the related agreements.*

**14. COUNCIL AND MAYOR STATEMENTS**

**15. ADJOURNMENT**



# ADMINISTRATIVE REPORT

**MEETING DATE:** 11/20/2019

Presentations 4. a.

**TO:** Honorable Mayor and City Council

**FROM:** Mayor Karen K. Goh

**DATE:** 11/13/2019

**WARD:**

**SUBJECT:** Check presentation of \$500 for Spring term sponsorship, by Rob Duchow, Public Affairs Manager for Kern County and Antelope Valley Southern California Gas Company, to Heather Pennella, Chair of Keep Bakersfield Beautiful.

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**STAFF RECOMMENDATION:**

**BACKGROUND:**



# ADMINISTRATIVE REPORT

**MEETING DATE:** 11/20/2019

Public Statements 5. a.

**TO:** Honorable Mayor and City Council

**FROM:** Julie Drimakis, City Clerk

**DATE:** 12/3/2019

**WARD:**

**SUBJECT:** Written material submitted during the public statements portion of the meeting.

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**STAFF RECOMMENDATION:**

**BACKGROUND:**

**ATTACHMENTS:**

Description	Type
□ Written material submitted by Cassie Bittle	Correspondence

September 11<sup>th</sup> 2019, we asked City Council to make Bakersfield's Homeless crisis priority number one, focusing in the Downtown area. We asked for acknowledgment there was a growing epidemic and to act fast. We could not be prouder of the swift action our entire local Government took. It was impressive and we thank you. We asked for private security, Downtown Cleanup, a heavier police presence, and last an emergency shelter. Seeing how the Downtown is the Heart of the City, you understood why it must be protected, clean and safe. All but one of our demands have been met. All but the one solution that directly affects the safety of your own wards.

The problem is not fixed. There are no new shelter beds. There is no where for these people to go but out of Downtown and in your neighborhoods. They are on Rosedale, Ming, Stockdale and Panama. Niles, Brundage, Mt Vernon. Our riverbeds, inside our Auto mall and outside our Schools. Downtown has created an environment where their behavior is not tolerated, you've even provided us with cleanup and a user-friendly app.

A community watch group and a Block to Block Program by our Downtown Business Association has given us the ability to become a united front and form a sense of comradery. Our frustrations have been growing for years and finally we are making progress. Being proactive in this situation is something we all are doing together. Well Lit alleys, locked dumpsters, fences and security cameras all at our expense. The unwelcome feeling we are giving these vagrants is pushing them to our outlining areas due to one fact. There is no where for them to go. Fresh pickings for new unsuspecting victims. Why are we sitting on our hands while the logically answer is sitting on the table? Calcots.

This is our local governments opportunity to find a solution for a National problem. Our Judicial system is hard at work finding a way to hold repeat offenders longer than just hours. We need to find a place for those being looped into this criminal activity due to the fact, they have no where to go, and no hope in sight.

With preexisting infrastructure and amenities other cities could only dream of, our City Manager's Office has created a plan that will not only benefit every individual that is admitted, but also the surrounding community. This isn't some makeshift camp of tents and shopping carts. This shelter alongside the efforts

being made by our District Attorney's Office and Sherriff Department, we can set the bar high on how to handle this crisis. There are several causes for homelessness. We all agree it is a symptom not the disease. Providing one more navigation point for social services outside the Downtown area is a good start. There have been rumors floating around about the city's plan to join forces with the county on their emergency shelter located in Downtown. I say great!! Yes, the city should support the county's effort in getting this shelter functional. BPD should be a key player in this, at the City's expense. That does not mean we stop our plans to build an emergency shelter. We do not need to ride on the coat tails of the County when we have the means and ability to act now.

A 15,000 sq foot BPD Substation is exactly what South East Bakersfield needs. Gang and vagrant issues run rampant in South East Bakersfield and this substation will serve as a tool in combating criminal activity. These same criminals are fueling the addiction problem on our streets by selling drugs in our parks and shopping centers. This shelter will be by referral only from our own BPD, County Services, Existing Shelters, and Faith Based Organizations. To think the City is not willing to work with all the surrounding Churches is foolish. There was a property purchase in progress. There was no room for argument about where this shelter was going to go because there is no perfect location and there is no perfect community. I should know, I have several right in my Backyard.

What we needed was a plot of land large enough and in a light manufacturing area and that is what was found. The gold star of starting points. Now is the time for community involvement. Now is the time to voice your concerns but putting the project on hold is foolish. Your Community as a whole continues to beg you to act quickly so that all moving parts of this solution may begin to play together. Your community is ready to help, our DA is willing to prosecute repeat offenders, we have a Sherriff ready and willing to house these criminals, now get this project started so that we can push forward to the next steps.

We understand that the South East side of town has been overlooked for decades. We also understand certain parts of that community are governed by the County. There is a dire need for basic community needs such as sidewalks and streetlights, safe parks and a decent grocery store. Necessities we take for granite

daily. Instead of using this homeless shelter as leverage to get these things into the outlining community, lets rally together for the betterment of everyone.

Money collected from Measure N was intended for Vital Services and Public Safety. All these things can become reality through this Tax on our community in coming years. The new year is fast approaching, we cannot wait until January 22<sup>nd</sup> to decide or revisit this. If we do, we will end up like Los Angeles. Almost 60,000 people on their streets. Two crises disguised as one epidemic. To say this is caused from a housing shortage alone is ignorance. Ignoring the fact that our community members are suffering and being preyed upon by those released from our prisons. A haven for those that want help is what we need.

We know this new Shelter is not the answer only a large part. We know it is not going to fight this growing epidemic in California alone. It is the first step in a multifaceted approach. First give the most vulnerable citizens a safe place to go alongside the County's shelter AND money allocated to existing shelters, we can then hope to meet the Standards set forth by the 9<sup>th</sup> Circuit Court's Ruling. We as a community recognize there is a need for these shelters. Both Shelters. These are our own family members affected by Propositions 47, 57, and AB109. People that need structure and treatment are now on our streets. They have wiped their families of hope and sometimes money. Once Grandma has given her last 20 or had her jewelry stolen, they will look to the streets and our properties. Do we want to live in a world where we are constantly worried about what lurks outside? Especially if that person can be saved? We all make bad decisions, and we all deserve the opportunity correct them. In some cases, this may take a program and the right hand up to rejoin society and become a productive citizen. We all know our shelters are at capacity and our faith-based organizations along with county services are willing and able to act right away. Let's give them a place to be proud of and set an example to the rest of the State on how to better every life in your community.



# ADMINISTRATIVE REPORT

**MEETING DATE:** 11/20/2019

Consent – Minutes a.

**TO:** Honorable Mayor and City Council

**FROM:** Julie Drimakis, City Clerk

**DATE:** 9/26/2019

**WARD:**

**SUBJECT:** Approval of the minutes of the November 6, 2019, Regular City Council Meeting.

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**STAFF RECOMMENDATION:**

**BACKGROUND:**

**ATTACHMENTS:**

Description	Type
☐ November 6, 2019 Minutes	Backup Material



# BAKERSFIELD CITY COUNCIL MINUTES MEETING OF NOVEMBER 6, 2019

Council Chambers, City Hall, 1501 Truxtun Avenue  
Regular Meeting- 5:15 p.m.

## **REGULAR MEETING-** 5:15 p.m.

### **1. ROLL CALL**

Present: Mayor Goh, Vice-Mayor Parlier, Councilmembers Rivera, Gonzales, Weir, Smith, Freeman

Absent: Sullivan

Introduction of students participating in Teen Government Day.

Dahlia Keo, Frontier High School (Mayor); Logan Hammond, Bakersfield High School (Councilmember Rivera); Nathan Smith II, Bakersfield Christian High School (Councilmember Gonzales); Candice Bishop, North High School (Councilmember Weir); Gerald De Jesus, Ridgeview High School (Vice-Mayor Parlier); Charisma Arreola, Foothill High School (Councilmember Smith); Alessia Drulias, Garces Memorial High School (Councilmember Freeman); Makayia Ramirez, West High School (City Attorney Gennaro); Chase McLewis, East Bakersfield High School (Assistant City Manager Huot); Alexis Hill, Highland High School (Development Services Director Boyle); Sara Patel, Stockdale High School (Public Works Director Fidler); Alexis Morales, Kern Valley High School; and Cailyn McElwrath, North High School (City Clerk Drimakis).

### **2. INVOCATION**

by Pastor Andy Prince, Lead Pastor of Grace Baptist Church.

### **3. PLEDGE OF ALLEGIANCE**

by Highland High's Future Farmers (Emily Gonzalez, Austin Helms, Hannah Ballard and Havana Silva).

Mayor Goh presented the Mayor's Medal to the Highland High Future Farmers in recognition of receiving First Place, for Bakersfield, in the National Future Farmers of America competition.

### **4. PRESENTATIONS**

- a. Proclamation to Kern County Homeless Collaborative Youth Committee Chair, Allyson Seal, and Members, Victoria Limbean, Reyna Perez De Burbank, and Andrea Caldwell, declaring Homeless Youth Awareness Month in Bakersfield during November 2019.

**4. PRESENTATIONS** continued  
ITEM 4.a. CONTINUED

Ms. Burbank accepted the proclamation and made comments.

- b. Proclamation to O2 Seekers of Bakersfield Support Group Leader, Deanna "Dee Dee" Towle, Robin Johnson and member Raymond Mars, recognizing Alpha-1 Antitrypsin Deficiency Awareness Month in Bakersfield during November 2019.

Mr. Mars, Ms. Towle, and Ms. Johnson accepted the proclamation and made comments.

**5. PUBLIC STATEMENTS**

- a. Curtis Bingham, Sr. expressed appreciation and gave blessings to the City and Councilmembers.
- b. Jennifer Keller expressed concerns with Downtown parking.
- c. Lilli Parker, Executive Director of Bakersfield Senior Center, expressed appreciation to city staff for their attendance at a meeting and response to questions regarding funding; encouraged more involvement with their community meetings; stated the center is looking for fund sources to renovate their facility; and requested the Bakersfield Senior Center be included in future general plan developments.
- d. The following individuals made comments regarding the affordable housing workshop: Adeyinka Glover, Leadership Council for Justice and Accountability, Wendell Wesley, Jr., and Troy Hightower.

Mayor Goh recessed the meeting at 6:01 p.m. and reconvened the meeting at 6:08 p.m.

**6. WORKSHOPS**

- a. Update on City Efforts to Address Homelessness: Emergency Shelter *Authorize the City Manager to: (1) negotiate preparation of a Purchase and Sale Agreement (PSA) with terms to be consistent with the executed Letter of Intent (LOI), with Calcot LTD to purchase 7.24 acres and associated Office Complex for \$3,827,000 and 10-acres of adjacent vacant land for \$1,100,000, all located at 1900 E. Brundage Avenue (\$4,927,000 total); and, (2) immediately initiate actions to begin conversion of the property as described in Administrative Report (\$1,900,000 estimated).*

Assistant City Manager Kitchen made staff comments and provided a PowerPoint presentation.

**6. WORKSHOPS** continued  
ITEM 6.a. CONTINUED

The following individuals made comments regarding the City's efforts to address homelessness: John Sacco, Sierra Recycling and Demolition; Louis Gill, CEO of the Bakersfield Homeless Shelter; Brandon Dye, SA Recycling; Tom Touchstone, Executive Pastor of Valley Bible Fellowship Church; Felipe Guerra, Sierra Recycling and Demolition; Nadine Escalante; Gina Black, Principal of Valley Schools; Justin Greer, Director of Children's Ministries for Valley Bible Fellowship Church; Johnell Ward, Sr.; Isaiah Crompton; and Pastor Jordan.

Mayor Goh recessed the meeting at 7:04 p.m. and reconvened the meeting at 7:14 p.m.

The following individuals made additional comments regarding the City's efforts to address homelessness: Matthew Cruise; Gary Massie; Pastor Freddie Louis Thomas II, Jerusalem Mission Church; Hector Rizo, Valley Bible Fellowship Church; Stephen Pelz, Executive Director of the Housing Authority of Kern County; Steve Tedder, Valley Bible Fellowship Church; Jim Wheeler, Flood Bakersfield Ministries; Bill Walker, Director of Kern Behavioral Health and Recovery Services; Sheila Shegos, Community Action Partnership of Kern; Kaelyn Peterson, Greater Bakersfield Chamber of Commerce (submitted written material); Olivia Terrazas; Justin Doss; Wendell Wesley, Jr.; Johnny Aldana III; Charles Everly; Pastor Tim Greys; Patrick Jackson; and Audrey Chavez.

***Councilmember Gonzales requested staff develop a "Good neighbor" policy that clearly states how the City will interact with the community; requested staff reach out to the community to continue the conversation and mitigation efforts; and requested staff provide regular updates on the facility once it is established.***

**Motion by Councilmember Rivera directing staff not to take any additional steps forward in the negotiation or preparation of the purchase and sale agreement of the Calcot property, which includes not moving forward on the steps outlined in the administrative report.**

**Motion by Councilmember Rivera requesting staff schedule a special meeting before the end of the month, to discuss and evaluate additional potential properties and discuss who will operate the facility.**

***Vice-Mayor Parlier requested staff perform a detailed assessment on whether or not this location is an appropriate area for a Police Substation.***

6. **WORKSHOPS** continued  
ITEM 6.a. CONTINUED

**Motion by Councilmember Freeman to defer action on this item until the January 8<sup>th</sup> City Council meeting.**

***Vice-Mayor Parlier requested staff perform a detailed assessment on the need for law enforcement, security services, and infrastructure needs, including crosswalks, street widening, and sidewalks, for each of the potential facility properties.***

***Councilmember Gonzales requested staff reach out to respective communities, as soon as possible, after identifying any additional sites.***

***Motion by Councilmember Freeman to delay action on this matter until January 22, 2020, to allow staff the time to evaluate, and bring back the cost benefit analysis of the Calcot site and any other available M-2 site, and organize a community outreach for those available sites. Motion passed with Councilmember Sullivan absent.***

Mayor Goh recessed the meeting at 9:16 p.m. and reconvened the meeting at 9:26 p.m.

- b. Presentation by Development Services Department on Affordable Housing.  
***(Staff recommends to receive and file.)***

Development Services Director Boyle made staff comments.

Principal Planner Griego and Principal Planner Carter made additional staff comments and provided a PowerPoint presentation.

Adeyinka Glover, Leadership Council for Justice and Accountability, and Troy Hightower made comments regarding the presentation.

***Councilmember Rivera requested staff explore the possibility of further reducing fees for affordable housing projects and make a commitment to funding additional vouchers.***

***Councilmember Rivera requested staff explore creating a more effective mechanism for taking advantage of vacant residential lots.***

***Vice-Mayor Parlier requested staff reach out to the Leadership Council for Justice and Accountability to discuss their ideas.***

Troy Hightower made additional staff comments.

6. **WORKSHOPS** continued  
ITEM 6.b. CONTINUED

***Motion by Vice-Mayor Parlier to receive and file. Motion passed with Councilmember Sullivan absent.***

7. **APPOINTMENTS**

None.

8. **CONSENT CALENDAR**  
*(Staff recommends adoption of Consent Calendar items.)*

**Minutes:**

- a. Approval of minutes of the October 23, 2019, Special City Council Meetings.

**Payments:**

- b. Receive and file department payments from October 11, 2019, to October 24, 2019, in the amount of \$20,029,498.20; Self Insurance payments from October 11, 2019, to October 24, 2019, in the amount of \$388,361.64; totaling \$20,417,859.84.

**Ordinances:**

- c. Adoption of ordinance amending Chapter 15.65 of the Bakersfield Municipal Code relating to the California Fire Code. **(FR 10/23/19)**

**ORD 4997**

**Resolutions:**

- d. Resolution confirming approval by the City Manager designee of the Chief Code Enforcement Officer's report regarding assessments of certain properties in the City for which structures have been secured against entry or for the abatement of certain weeds, debris and waste matter and the demolition of dangerous buildings and authorizing collection of the assessments by the Kern County Tax Collector.

**RES 171-19**

- e. Resolution determining that a Caterpillar tractor can most efficiently be obtained through cooperative procurement bidding procedures from Quinn CAT, Bakersfield and authorizing the Finance Director to dispense with bidding thereof, not to exceed \$375,000.

**RES 172-19**

**8. CONSENT CALENDAR** continued

- f. Resolution Granting Funds (\$300,000) to the Kern County District Attorney to Reinstate the Community Prosecution Program.

**RES 173-19**

- g. Senate Bill 2 Planning Grant Program Application:

- 1. Resolution authorizing the City of Bakersfield's application for, and receipt of, Senate Bill 2 Planning Grant Program (PGP) funds.

**RES 174-19**

- 2. Appropriate \$625,000 Senate Bill 2 Planning Grant Program (PGP) funds to Development Services Operating budget in the General Fund.

- h. Sewer connection fee assessment for 745 Real Road:

- 1. Resolution confirming assessments for sewer connection fee and authorizing the collection of assessment by the Kern County Tax Collector.

**RES 175-19**

- 2. Agreement with Titus Linares and Donna Linares, 745 Real Road, to pay the sewer connection fee through the Kern County Tax Collector.

**AGR 19-215**

**Agreements:**

- i. Final Map and Improvement Agreement with Norris Road, LLC (Developer) for Tract 7288 Unit 3 located east of Windermere Street and south of Campus Park Drive.

**AGR 19-216**

**Bids:**

- j. Extend bid from Gibbs Truck Center, Bakersfield (\$456,695.28) for the purchase of two asphalt-patching trucks for the Streets Division.
- k. Accept bid from Saitech Inc. (\$119,995.13) for Dell Optiplex 3070 computers for the Technology Services Division.
- l. Accept bid and approve contract to California Waters Development, Inc., dba California Waters (\$431,614) for pool filter renovations at McMurtrey Aquatic Center and Jefferson Park pool.

**AGR 19-217**

**8. CONSENT CALENDAR** continued

- m. Purchase of a service truck for the Wastewater Division
  - 1. Accept bid from Jim Burke Ford, Bakersfield (\$67,855.77) for a replacement service truck.
  - 2. Appropriate \$23,000 Sewer Enterprise Fund balance to the Public Works Department's Operating Budget within the Equipment Management Fund to fund the purchase.

**Miscellaneous:**

- n. Fiscal Year 2018-2019 Annual Compliance Report for Park Impact Fees prepared in accordance with California Government Code §66006.

**Successor Agency Business:**

**Public Safety/Vital Services Measure:**

- o. Resolution dispensing with formal bidding procedure in the purchase of JVC Kenwood mobile radios for the Bakersfield Police Department from Applied Technology Group, Inc. and authorizing the use of a cooperative procurement contract for the purchase of the radios in an amount not to exceed \$94,500.

**RES 176-19**

- p. Amendment No. 1 to Resolution No. 121-19 to dispensing with bidding procedures due to the rejection of previous bids for the Bakersfield Police Department Shooting Range, not to exceed \$2,400,000.

**RES 121-19(1)**

***Motion by Vice-Mayor Parlier to adopt Consent Calendar items 8.a. through 8.p. Motion passed with Councilmember Sullivan absent.***

**9. CONSENT CALENDAR PUBLIC HEARINGS**

None.

**10. HEARINGS**

- a. Cancellation of Public Hearing Regarding Bond Financing for the Housing Authority of the County of Kern:
  - 1. Resolution approving the issuance of revenue bonds by the California Debt Limit Allocation Committee ("CDLAC") for the purpose of financing the construction of approximately 81 multi-family units of affordable housing and certain other matters relating thereto

**10. HEARINGS** continued  
ITEM 10.a. CONTINUED

2. Indemnification agreement between the City and the Housing Authority of the County of Kern.  
***(Staff recommends the City Council open the public hearing and take no further action on the resolution and the indemnity agreement.)***

Development Services Director Boyle made staff comments.

Hearing item 10.a. opened at 10:01 a.m.

No one spoke.

Hearing item 10.a. closed at 10:02 a.m.

- b. Appeal by Dowling Aaron Incorporated of the September 10, 2019 decision of the Board of Zoning Adjustment to deny a conditional use permit to allow a recycling center within a State-recognized convenience zone, for the purchasing of California Redemption Value (CRV) containers from the public in a C-2 (Regional Commercial Zone) district, located at 830 Union Avenue.  
***(Staff recommends upholding the decision of the Board of Zoning Adjustment and denying Conditional Use Permit No. 18-0397.)***

**RES 177-19**

Development Services Director Boyle made staff comments.

Planning Director Coyle made staff comments and provided a PowerPoint presentation.

Hearing item 10.b. opened at 10:06 p.m.

Justin Thomas, representing Yadwinder Singh, spoke in opposition to the staff recommendation.

Ms. Medina, property owner of 349 Union Avenue, and Gabe Godinez, representing Ms. Medina, spoke in support of the staff recommendation; and submitted written material.

Justin Thomas spoke in rebuttal opposition to the staff recommendation.

Gabe Godinez spoke in rebuttal support of the staff recommendation.

Hearing item 10.b. closed at 10:26 p.m.

***Motion by Councilmember Rivera to approve the staff recommendation. Motion passed with Councilmember Sullivan absent.***

**11. REPORTS**

None.

**12. DEFERRED BUSINESS**

- a. Adoption of ordinance amending Section 17.58.120 of the Bakersfield Municipal Code relating to parking space requirements within the “central district” and other mixed-use areas. **(FR 10/23/19)**  
**(Staff recommends adoption of the ordinance.)**

**ORD 4998**

Development Services Director Boyle made staff comments.

Planning Director Coyle and Principal Planner Johnson made additional staff comments and provided a PowerPoint presentation.

**Councilmember Smith announced he would abstain due to a potential conflict of interest.**

**Motion by Councilmember Gonzales to adopt the ordinance. Motion passed with Councilmember Smith abstaining, Councilmember Weir voting no, and Councilmember Sullivan absent.**

**13. NEW BUSINESS**

- a. Resolution setting the dates of the regular City Council meetings, budget hearings, and department budget presentations for calendar year 2020.  
**(Staff recommends City Council determination.)**

**RES 178-19**

A staff memorandum was received, transmitting a revised City Council meeting calendar, reflecting a change to the month of April.

Assistant City Manager Huot made staff comments.

**Motion by Councilmember Weir to adopt the resolution and change the October 14<sup>th</sup>, 2020 meeting date to October 21<sup>st</sup>, 2020. Motion passed with Councilmember Sullivan absent.**

**14. COUNCIL AND MAYOR STATEMENTS**

**Councilmember Freeman requested staff draft a Resolution in support of the ballot measure to preserve Proposition 13.**

**15. ADJOURNMENT**

**Mayor Goh adjourned the meeting at 10:36 p.m.**

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**KAREN GOH**  
MAYOR of the City of Bakersfield

ATTEST:

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**JULIE DRIMAKIS, CMC**  
CITY CLERK and Ex Officio Clerk of  
the Council of the City of Bakersfield



# ADMINISTRATIVE REPORT

**MEETING DATE:** 11/20/2019

Consent – Payments b.

**TO:** Honorable Mayor and City Council  
**FROM:** Randy McKeegan, Finance Director  
**DATE:** 11/8/2019  
**WARD:**  
**SUBJECT:** Receive and file department payments from October 25, 2019, to November 7, 2019, in the amount of \$15,375,901.05; Self Insurance payments from October 25, 2019, to November 7, 2019, in the amount of \$277,141.25; totaling \$15,653,042.30.

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## STAFF RECOMMENDATION:

Staff recommends receiving and filing the report.

## BACKGROUND:

In accordance with Bakersfield Municipal Code Section 2.08.020 the Finance Director must report the city's disbursements periodically to the City Council.

## ATTACHMENTS:

Description	Type
1-AP Check Register Admin 11-20-2019	Backup Material
2-EAP Check Register Admin 11-20-2019	Backup Material

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
698464	28913	CRUZ, WALTER V	Oct 25, 2019	\$125.00
698465	20239	FINNEY, JOSHUA	Oct 25, 2019	\$957.00
698466	26037	FOSTER, JOHNNY	Oct 25, 2019	\$125.00
698467	23923	FREY, JUSTIN	Oct 25, 2019	\$125.00
698468	30615	GONZALEZ, RAUL	Oct 25, 2019	\$125.00
698469	15034	HINSON, CHARLES	Oct 25, 2019	\$125.00
698470	21417	JARA, JUAN	Oct 25, 2019	\$125.00
698471	30614	MEDEL, DANIEL	Oct 25, 2019	\$125.00
698472	25329	MERJIL, GUSTAVO G.	Oct 25, 2019	\$125.00
698473	23402	PEREZ, JOSE DANTE	Oct 25, 2019	\$88.12
698474	6654	RANGEL, RAFAEL	Oct 25, 2019	\$125.00
698475	26664	RENTERIA, MICHAEL	Oct 25, 2019	\$75.76
698476	23878	CHAVERS, REGINA	Oct 25, 2019	\$687.00
698477	22346	ABACUS I M T INC	Oct 31, 2019	\$2,583.91
698478	30229	ABM INDUSTRY GROUPS LLC	Oct 31, 2019	\$808.07
698479	21748	ACCO ENGINEERED SYSTEMS	Oct 31, 2019	\$384.00
698480	30598	ACTIVE INTEREST MEDIA/CRUZ BAY PUB	Oct 31, 2019	\$500.00
698481	15433	ADVANCE MOBILE SECURITY	Oct 31, 2019	\$521.30
698482	81	ADVANCED DATA STORAGE INC	Oct 31, 2019	\$48.25
698483	25365	AECOM TECHNICAL SERVICES INC	Oct 31, 2019	\$709,169.85
698484	17100	AEROS ENVIRONMENTAL INC	Oct 31, 2019	\$435.00
698485	29926	AG WELD	Oct 31, 2019	\$2,290.26
698486	17223	AIR CONTROL BALANCING INC	Oct 31, 2019	\$2,100.00
698487	10047	MISC RECEIVABLE REFUND VENDOR	Oct 31, 2019	\$333.60
698488	30611	ALIENVAULT INC	Oct 31, 2019	\$24,793.00
698489	160	ALL THAT LETTERING SIGN COMPNY	Oct 31, 2019	\$814.12
698490	29956	ALLIED NETWORK SOLUTIONS INC	Oct 31, 2019	\$492.54
698491	23588	ALUMINUM CHUCK WAGON	Oct 31, 2019	\$2,690.99
698492	30586	ALVARADO, INO	Oct 31, 2019	\$336.00
698493	988	AMERICAN HEALTHCARE PRODUCTS	Oct 31, 2019	\$1,020.19
698494	23508	AMIN, HASMUHK C	Oct 31, 2019	\$10,000.00
698495	347	AMREP INC	Oct 31, 2019	\$500.00
698496	394	APPLEBY & COMPANY	Oct 31, 2019	\$181.71
698497	17406	ARCEO, CARLOS	Oct 31, 2019	\$125.00
698498	29343	ARCHAMBAULT, PAUL	Oct 31, 2019	\$387.04
698499	28195	ARMIJO, JOSEPH	Oct 31, 2019	\$66.00
698500	23227	AURIN, DANNY	Oct 31, 2019	\$125.00
698501	536	AVERY ASSOCIATES	Oct 31, 2019	\$3,150.00
698502	25940	BACA, ANTHONY	Oct 31, 2019	\$168.00
698503	30162	BAKER & HOSTETLER LLP	Oct 31, 2019	\$3,579.00
698504	675	BAKERSFIELD CALIFORNIAN	Oct 31, 2019	\$1,289.32
698505	875	BAKERSFIELD TRUCK CENTER	Oct 31, 2019	\$1,190.68
698506	30063	BARAJAS, NESTOR	Oct 31, 2019	\$66.00
698507	13424	BARNES WELDING SUPPLY	Oct 31, 2019	\$2,103.34
698508	945	BARNETT'S TOWING SERVICE INC	Oct 31, 2019	\$74.00
698509	28297	BARRIER, DOUGLAS	Oct 31, 2019	\$66.00
698510	30446	BERNAL, ALEX	Oct 31, 2019	\$315.00
698511	26982	BESTWAY LAUNDRY SOLUTIONS	Oct 31, 2019	\$1,861.77
698512	28231	BIG BRAND TIRE & SERVICE	Oct 31, 2019	\$120.00
698513	30623	BISHOP, MARK	Oct 31, 2019	\$450.00
698514	29237	BLACK, JOHNNY	Oct 31, 2019	\$63.00
698515	21172	BLACKHOLE TECHNOLOGIES INC	Oct 31, 2019	\$10,569.06
698516	19197	BLAKEMORE, JEREMY	Oct 31, 2019	\$306.84
698517	28865	BLUE SHIELD OF CALIFORNIA	Oct 31, 2019	\$647,292.16

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698518	28341	BOB'S AUTO GLASS INC	Oct 31, 2019	\$388.36
698519	1175	BOBS WHOLESALE AUTO GLASS	Oct 31, 2019	\$283.38
698520	22817	BORN AGAIN BODYWORKS	Oct 31, 2019	\$3,657.13
698521	18692	BOUND TREE MEDICAL LLC	Oct 31, 2019	\$1,994.30
698522	1249	BRANDCO	Oct 31, 2019	\$1,066.50
698523	10037	MISCELLANEOUS TRUST VENDOR	Oct 31, 2019	\$10.00
698524	19303	BRIGHT HOUSE NETWORKS	Oct 31, 2019	\$139.30
698525	1292	BROWN ARMSTRONG	Oct 31, 2019	\$15,300.00
698526	1314	BROWNELLS INC	Oct 31, 2019	\$2,203.34
698527	10047	MISC RECEIVABLE REFUND VENDOR	Oct 31, 2019	\$10.07
698528	10267	BUDGET BOLT INC	Oct 31, 2019	\$513.23
698529	24240	BUILDING ELECTRONIC CONTROLS INC	Oct 31, 2019	\$1,230.00
698530	29802	BULLOCK, JACQUELINE	Oct 31, 2019	\$399.00
698531	22565	BURTCH CONSTRUCTION INC	Oct 31, 2019	\$43,482.67
698532	1477	CAL VALLEY EQUIPMENT INC	Oct 31, 2019	\$3,215.81
698533	12366	CALIFORNIA ASSOCIATION OF CODE	Oct 31, 2019	\$190.00
698534	1694	CALIFORNIA WATER SERVICE	Oct 31, 2019	\$17,639.50
698535	1766	CAROLLO ENGINEERS INC	Oct 31, 2019	\$15,691.13
698536	27476	CARTER, ADELINA	Oct 31, 2019	\$33.00
698537	24320	CAVU/ROCK PROPERTIES PROJECT I LLC	Oct 31, 2019	\$15,000.00
698538	16974	CERTEX WEST USA INC	Oct 31, 2019	\$251.10
698539	1888	CHAMPION HARDWARE	Oct 31, 2019	\$1,198.66
698540	14931	CHEM PRO LABORATORY INC	Oct 31, 2019	\$2,743.37
698541	2016	CLARK PEST CONTROL INC	Oct 31, 2019	\$330.00
698542	2050	CLIFFORD & BROWN	Oct 31, 2019	\$2,919.23
698543	29966	CODE PUBLISHING COMPANY	Oct 31, 2019	\$119.30
698544	21034	COLEMAN, VERION	Oct 31, 2019	\$271.00
698545	25259	COMMERCIAL CLEANING SYSTEMS INC	Oct 31, 2019	\$6,088.27
698546	17466	COMPUTER CONFIGURATION SERVICE	Oct 31, 2019	\$12,183.00
698547	27509	CONTRERAS, ANGEL	Oct 31, 2019	\$441.00
698548	29585	CORRAL, MARIYA	Oct 31, 2019	\$66.00
698549	27684	COURTHOUSE NEWS SERVICE	Oct 31, 2019	\$225.00
698550	26894	CPS HR CONSULTING	Oct 31, 2019	\$8,500.00
698551	27218	CUMMINS PACIFIC LLC	Oct 31, 2019	\$2,571.27
698552	14582	DAVE BANG ASSOCIATES INC	Oct 31, 2019	\$4,950.99
698553	18646	DAVENPORT, REX	Oct 31, 2019	\$271.00
698554	25337	DAVES FLEET MAINT & TOWING INC	Oct 31, 2019	\$111.00
698555	4140	DAVID JANES COMPANY	Oct 31, 2019	\$208.53
698556	28371	DAVIS, JOSEPH T	Oct 31, 2019	\$800.00
698557	2442	DELANEY & AHLF DIESEL SERVICE INC	Oct 31, 2019	\$94.51
698558	11271	DEPARTMENT OF TRANSPORTATION	Oct 31, 2019	\$2,680.53
698559	29256	DEWITZ, JEFF	Oct 31, 2019	\$315.00
698560	2558	DISPENSING TECHNOLOGY CORP	Oct 31, 2019	\$816.22
698561	10047	MISC RECEIVABLE REFUND VENDOR	Oct 31, 2019	\$98.00
698562	70009	DOWNTOWN BUSINESS ASSOC	Oct 31, 2019	\$187.00
698563	27412	DRIMAKIS, JULIE	Oct 31, 2019	\$555.82
698564	2769	EL POPULAR CALIFORNIA	Oct 31, 2019	\$315.00
698565	2752	ELBERT DISTRIBUTING	Oct 31, 2019	\$150.74
698566	25558	ELROD, STEPHEN	Oct 31, 2019	\$607.50
698567	27467	EMERGENCY VEHICLE OUTFITTERS	Oct 31, 2019	\$625.35
698568	70545	ENTACT LLC	Oct 31, 2019	\$400.00
698569	29076	ESPINOZA, JOSEPH	Oct 31, 2019	\$125.00
698570	30617	EVANS, VIRNELL AND JOHN	Oct 31, 2019	\$6,081.49
698571	30582	FAVA, NANCY	Oct 31, 2019	\$870.00

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698572	2901	FEDEX	Oct 31, 2019	\$557.40
698573	12091	FEOLA, CHRISTOPHER	Oct 31, 2019	\$66.00
698574	10037	MISCELLANEOUS TRUST VENDOR	Oct 31, 2019	\$10.00
698575	10047	MISC RECEIVABLE REFUND VENDOR	Oct 31, 2019	\$33.80
698576	25215	FIRE SAFETY EDUCATION	Oct 31, 2019	\$180.00
698577	19657	FIRST CHOICE SERVICES INC	Oct 31, 2019	\$403.84
698578	25339	FLEET SERVICES TOWING INC	Oct 31, 2019	\$37.00
698579	29556	FORENSIC STORE	Oct 31, 2019	\$7,252.00
698580	29238	FOX, PERRY	Oct 31, 2019	\$630.00
698581	29953	FREEMAN, BRUCE	Oct 31, 2019	\$202.76
698582	10047	MISC RECEIVABLE REFUND VENDOR	Oct 31, 2019	\$58.34
698583	10047	MISC RECEIVABLE REFUND VENDOR	Oct 31, 2019	\$15.59
698584	28178	GARCIA, ADAM	Oct 31, 2019	\$391.00
698585	308	GARDENERS SUPPLY INC	Oct 31, 2019	\$526.60
698586	28064	GENERAL TREE SERVICE INC	Oct 31, 2019	\$6,614.00
698587	10047	MISC RECEIVABLE REFUND VENDOR	Oct 31, 2019	\$358.84
698588	14923	GOLDEN EMPIRE AFFORDABLE HOUSING	Oct 31, 2019	\$121,604.63
698589	29136	GONZALES, ANDRAE	Oct 31, 2019	\$157.76
698590	10047	MISC RECEIVABLE REFUND VENDOR	Oct 31, 2019	\$81.59
698591	10047	MISC RECEIVABLE REFUND VENDOR	Oct 31, 2019	\$40.38
698592	21689	GRIEGO, CECELIA	Oct 31, 2019	\$535.62
698593	18893	GRIMES, JEREMY	Oct 31, 2019	\$111.08
698594	24693	GRUBBS, JOSH	Oct 31, 2019	\$336.00
698595	24139	GUTIERREZ TIRE & WHEEL INC	Oct 31, 2019	\$4,161.65
698596	30537	GUTIERREZ, NATHAN	Oct 31, 2019	\$179.72
698597	24429	H & E EQUIPMENT SERVICES LLC	Oct 31, 2019	\$1,292.70
698598	3569	H & S BODY WORKS & TOWING	Oct 31, 2019	\$37.00
698599	3571	H & S HOSE & SUPPLY INC	Oct 31, 2019	\$355.38
698600	30509	H A SALA	Oct 31, 2019	\$10,000.00
698601	30000	H&H AUTO PARTS WHOLESALE	Oct 31, 2019	\$558.02
698602	162	HADDAD DODGE	Oct 31, 2019	\$712.70
698603	3593	HALL LETTER SHOP	Oct 31, 2019	\$112.25
698604	3660	HARBOR FREIGHT TOOLS	Oct 31, 2019	\$56.26
698605	14753	HEREDIA, MARTIN	Oct 31, 2019	\$271.00
698606	29769	HERNANDEZ, CHRISTIAN	Oct 31, 2019	\$66.00
698607	10771	HERNANDEZ, PAUL	Oct 31, 2019	\$66.00
698608	20491	HOLCOMBE, BRIAN	Oct 31, 2019	\$271.00
698609	30391	HOME DEPOT PRO	Oct 31, 2019	\$2,421.93
698610	29894	HUMAN SOLUTION	Oct 31, 2019	\$1,788.29
698611	3929	HYDRAULIC CONTROLS INC	Oct 31, 2019	\$1,097.48
698612	27898	IES ENGINEERING/INNOVATIVE ENG SYS	Oct 31, 2019	\$7,492.05
698613	30620	J GREG SMITH INC	Oct 31, 2019	\$750.00
698614	30395	JAB COMMUNICATIONS INC	Oct 31, 2019	\$11,004.15
698615	30618	JACKSON, JAIMIE	Oct 31, 2019	\$385.00
698616	23264	JACKSON, RONALD	Oct 31, 2019	\$278.35
698617	29362	JAMES, LOUIS	Oct 31, 2019	\$66.00
698618	25838	JCI JONES CHEMICALS INC	Oct 31, 2019	\$4,524.39
698619	147	JIM ALFTER CEMENT CONTRACTOR	Oct 31, 2019	\$6,330.57
698620	17798	JOHN DEERE COMPANY	Oct 31, 2019	\$62,106.44
698621	30626	JONES, IAN	Oct 31, 2019	\$66.00
698622	10037	MISCELLANEOUS TRUST VENDOR	Oct 31, 2019	\$11.00
698623	25527	JTB SUPPLY CO INC	Oct 31, 2019	\$2,720.94
698624	12857	KAISER PERMANENTE	Oct 31, 2019	\$35,014.23
698625	4288	KAMAN INDUSTRIAL TECHNOLOGIES INC	Oct 31, 2019	\$2,603.04

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698626	4573	KERN COUNTY WATER AGENCY	Oct 31, 2019	\$4.56
698627	4581	KERN ELECTRIC DISTRIBUTORS	Oct 31, 2019	\$1,005.08
698628	7492	KERN MACHINERY INC	Oct 31, 2019	\$2,574.76
698629	26248	KERN PRINT SERVICES INC	Oct 31, 2019	\$491.93
698630	10047	MISC RECEIVABLE REFUND VENDOR	Oct 31, 2019	\$459.46
698631	4677	KERN REFUSE DISPOSAL, INC	Oct 31, 2019	\$1,488,593.08
698632	4680	KERN RIVER POWER EQUIPMENT INC	Oct 31, 2019	\$1,894.64
698633	4861	KISCO SALES INC	Oct 31, 2019	\$195.42
698634	28128	KITCHEN, JACQUELYN	Oct 31, 2019	\$51.88
698635	4277	KME FIRE APPARATUS	Oct 31, 2019	\$874.07
698636	4875	KNIGHTS PUMPING & PORTABLE SVC INC	Oct 31, 2019	\$401.14
698637	4944	KWIK SIGNS INC	Oct 31, 2019	\$183.01
698638	14219	L A GRINDING INC	Oct 31, 2019	\$115.00
698639	23743	LANDSCAPE DEVELOPMENT INC	Oct 31, 2019	\$875.00
698640	25309	LANGO, PETER M	Oct 31, 2019	\$399.00
698641	29268	LAWSON PRODUCTS INC	Oct 31, 2019	\$375.42
698642	30135	LEE ANDREWS GROUP	Oct 31, 2019	\$1,472.90
698643	30489	LEGGE, LENA	Oct 31, 2019	\$216.84
698644	22408	LEHR AUTO ELECTRIC	Oct 31, 2019	\$2,131.51
698645	10047	MISC RECEIVABLE REFUND VENDOR	Oct 31, 2019	\$27.46
698646	30130	LUEVANO, SANTOS	Oct 31, 2019	\$74.00
698647	10047	MISC RECEIVABLE REFUND VENDOR	Oct 31, 2019	\$30.00
698648	30619	LUNA, JOSE ALVARADO	Oct 31, 2019	\$7,500.00
698649	23764	LYNN CAPOUYA INC	Oct 31, 2019	\$2,724.60
698650	18492	M & S SECURITY SERVICES	Oct 31, 2019	\$1,458.00
698651	17975	MAGANA, SUSAN	Oct 31, 2019	\$114.00
698652	22007	MALLEY, MICHAEL	Oct 31, 2019	\$66.00
698653	30321	MANNING, JUSTIN	Oct 31, 2019	\$252.00
698654	10047	MISC RECEIVABLE REFUND VENDOR	Oct 31, 2019	\$125.42
698655	10047	MISC RECEIVABLE REFUND VENDOR	Oct 31, 2019	\$394.16
698656	25274	MARTIN & SONS UPHOLSTERY	Oct 31, 2019	\$790.00
698657	29592	MARTIN, ELIZABETH	Oct 31, 2019	\$66.00
698658	30621	MCADIRECT	Oct 31, 2019	\$134.25
698659	18657	MCAFEE, DANIEL	Oct 31, 2019	\$271.00
698660	5333	MCCORMICK, TERESA A	Oct 31, 2019	\$14.00
698661	28676	MCNABB, KYLE	Oct 31, 2019	\$66.00
698662	29767	MCWILLIAMS, AARON	Oct 31, 2019	\$90.77
698663	25190	MEMORIAL OCCUPATIONAL MEDICINE	Oct 31, 2019	\$1,051.25
698664	7064	MERCHANTS PRINTING & ENVELOPE	Oct 31, 2019	\$465.26
698665	30456	MFE RENTALS INC	Oct 31, 2019	\$581.36
698666	24077	MICHEL AUTO TECH	Oct 31, 2019	\$5,425.84
698668	1316	MICHELIN NORTH AMERICA INC	Oct 31, 2019	\$22,594.74
698669	5681	MOSS, ROBERT B JR	Oct 31, 2019	\$6,789.14
698670	5688	MOTION INDUSTRIES INC	Oct 31, 2019	\$59.40
698671	5687	MOTOR CITY SALES & SERVICE	Oct 31, 2019	\$178.68
698672	885	MSC INDUSTRIAL SUPPLY CO INC	Oct 31, 2019	\$72.13
698673	27379	MUNICIPAL EMERGENCY SERVICES	Oct 31, 2019	\$1,001.31
698674	5870	NB SALES & SERVICES	Oct 31, 2019	\$2,435.63
698675	10047	MISC RECEIVABLE REFUND VENDOR	Oct 31, 2019	\$8.93
698676	24167	NOLTE ASSOCIATES INC	Oct 31, 2019	\$68,450.64
698677	20361	NOSSAMAN LLP	Oct 31, 2019	\$16,306.20
698678	25016	NSM RECYCLING INC	Oct 31, 2019	\$6,700.00
698679	28687	NV5 INC	Oct 31, 2019	\$476,902.50
698680	22824	OCCUPATIONAL HEALTH CTRS OF CA. INC	Oct 31, 2019	\$58.50

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698681	10361	OPEN & SHUT ENTERPRISES	Oct 31, 2019	\$321.75
698682	29941	OROZCO, JAIME	Oct 31, 2019	\$66.00
698683	10047	MISC RECEIVABLE REFUND VENDOR	Oct 31, 2019	\$1,294.26
698684	14515	OXLEY'S PEST CONTROL INC	Oct 31, 2019	\$50.00
698685	29655	P & A ADMINISTRATION SERVICES INC	Oct 31, 2019	\$1,561.54
698686	29655	P & A ADMINISTRATION SERVICES INC	Oct 31, 2019	\$4,519.54
698687	29655	P & A ADMINISTRATION SERVICES INC	Oct 31, 2019	\$4,629.15
698688	29655	P & A ADMINISTRATION SERVICES INC	Oct 31, 2019	\$2,880.14
698689	29655	P & A ADMINISTRATION SERVICES INC	Oct 31, 2019	\$2,646.00
698690	29655	P & A ADMINISTRATION SERVICES INC	Oct 31, 2019	\$671.85
698691	6448	P T O SALES CORP / TRUCKPRO LLC	Oct 31, 2019	\$254.50
698692	17512	PACHECO, URIEL	Oct 31, 2019	\$66.00
698693	6122	PACIFIC POWER INC	Oct 31, 2019	\$74.75
698694	13209	PARKHOUSE TIRE INC	Oct 31, 2019	\$4,093.84
698695	28058	PARLIER, CHRIS	Oct 31, 2019	\$157.76
698696	10047	MISC RECEIVABLE REFUND VENDOR	Oct 31, 2019	\$5.00
698697	24029	PAYLESS TOWING	Oct 31, 2019	\$111.00
698698	6263	PENSINGER TRAILER RENTALS	Oct 31, 2019	\$780.37
698699	27046	PETERSON CORP	Oct 31, 2019	\$275.37
698700	22530	PHIPPEN, GLENN	Oct 31, 2019	\$74.00
698701	29637	PINNACLE PETROLEUM INC	Oct 31, 2019	\$80,287.84
698702	28784	PISANO, LISETH	Oct 31, 2019	\$510.00
698703	25803	POLM, JAMIE	Oct 31, 2019	\$169.00
698704	29668	PUDIPEDDI, RAVI SHANKAR	Oct 31, 2019	\$65.00
698705	785	PURIFYING SYSTEMS INC	Oct 31, 2019	\$1,695.60
698706	6664	RAMOS, MARTIN	Oct 31, 2019	\$125.00
698707	20713	RANDY'S TOWING LLC	Oct 31, 2019	\$37.00
698708	3249	RAY GASKIN SERVICE INC	Oct 31, 2019	\$577.69
698709	6682	RAYMONDS TROPHY AND AWARDS	Oct 31, 2019	\$587.91
698710	28480	READY REFRESH	Oct 31, 2019	\$56.22
698711	24154	REYNOLDS, JACK	Oct 31, 2019	\$78.00
698712	28837	RICHARDS CRANE SERVICE LLC	Oct 31, 2019	\$1,579.48
698713	29257	RIVERA, FRANCISCO	Oct 31, 2019	\$63.00
698714	27177	RIVERA, WILLIE	Oct 31, 2019	\$227.76
698715	14493	RODRIGUES, JOHN	Oct 31, 2019	\$271.00
698716	29099	ROTATIONAL MOLDING INC	Oct 31, 2019	\$27,269.26
698717	27439	SALAZAR, NOEMI	Oct 31, 2019	\$66.00
698718	27205	SALCIDO, DANIEL	Oct 31, 2019	\$273.00
698719	12665	SAN JOAQUIN FENCE & SUPPLY	Oct 31, 2019	\$3,317.95
698720	19102	SANCHEZ, NORI	Oct 31, 2019	\$205.22
698721	23332	SANDOVAL, ROANI	Oct 31, 2019	\$65.00
698722	30601	SENET INTERNATIONAL CORPORATION	Oct 31, 2019	\$31,000.00
698723	17273	SEQUOIA SANDWICH COMPANY	Oct 31, 2019	\$126.95
698724	18005	SLATER PLUMBING & MECHANICAL	Oct 31, 2019	\$750.00
698725	10047	MISC RECEIVABLE REFUND VENDOR	Oct 31, 2019	\$451.00
698726	10047	MISC RECEIVABLE REFUND VENDOR	Oct 31, 2019	\$377.00
698727	7434	SMART & FINAL IRIS COMPANY	Oct 31, 2019	\$594.26
698728	26820	SMITH, BOB	Oct 31, 2019	\$157.76
698729	7459	SNIDER'S INC	Oct 31, 2019	\$51.96
698730	23989	SNOW, CASEY	Oct 31, 2019	\$50.00
698731	27951	SOLENIIS LLC	Oct 31, 2019	\$52,714.29
698732	23456	SORENSEN, VERNON MD INC	Oct 31, 2019	\$7,715.00
698733	22620	SOUTHWEST LIFT & EQUIPMENT INC	Oct 31, 2019	\$1,572.91
698734	11907	SPARKLETTS/SIERRA SPRINGS	Oct 31, 2019	\$344.70

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698735	25502	SPARTAN TRUCK CO INC	Oct 31, 2019	\$320.63
698736	11624	STARBUCK, RYAN	Oct 31, 2019	\$99.00
698737	7719	SUBURBAN PROPANE	Oct 31, 2019	\$261.11
698738	10335	SULLIVAN, JACQUIE	Oct 31, 2019	\$35.10
698739	7727	SUN BADGE CO	Oct 31, 2019	\$265.39
698740	21646	SUNBELT RENTALS, INC.	Oct 31, 2019	\$469.16
698741	29458	SUPERION, LLC	Oct 31, 2019	\$162.38
698742	30030	SUPPORT PRODUCT SERVICES INC	Oct 31, 2019	\$487.19
698743	28163	SWITZER, PHILIP	Oct 31, 2019	\$525.00
698744	21158	TARGET SPECIALTY PRODUCTS	Oct 31, 2019	\$17,835.44
698745	29053	TATES JANITORIAL SERVICE	Oct 31, 2019	\$4,441.25
698746	25338	TEN EIGHT TOW INC	Oct 31, 2019	\$222.00
698747	851	TENNANT COMPANY	Oct 31, 2019	\$322.98
698748	10037	MISCELLANEOUS TRUST VENDOR	Oct 31, 2019	\$49.50
698749	19961	THE HON COMPANY-C/O STINSONS	Oct 31, 2019	\$2,925.47
698750	30108	THEBEAU, BRENDAN	Oct 31, 2019	\$66.00
698751	10047	MISC RECEIVABLE REFUND VENDOR	Oct 31, 2019	\$90.00
698752	26685	TORRES, SPRING	Oct 31, 2019	\$169.00
698753	23837	TPX COMMUNICATIONS	Oct 31, 2019	\$1,418.69
698754	25991	TRAMEL, MATTHEW	Oct 31, 2019	\$271.00
698755	21369	TRANS-WEST SECURITY INC	Oct 31, 2019	\$9,329.07
698756	96	TYACK TIRES INC	Oct 31, 2019	\$367.18
698757	15212	U.S. BEHAVIORAL HEALTH PLAN	Oct 31, 2019	\$1,201.60
698758	27786	UNION BANK TRUST DEPT-FEES	Oct 31, 2019	\$875.00
698759	29221	UNITED CONCORDIA DENTAL PLANS OF CA	Oct 31, 2019	\$4,777.75
698760	13920	UNITED SITE SERVICES OF CA INC	Oct 31, 2019	\$600.84
698761	26780	UNIVERSAL BACKGROUND SCREENING INC	Oct 31, 2019	\$3,021.99
698762	23301	VALLEY CYCLE & MOTOR SPORTS INC	Oct 31, 2019	\$363.93
698763	26060	VANGUARD CLEANING SYSTEMS INC	Oct 31, 2019	\$195.00
698764	30625	VASQUEZ, GEORGE	Oct 31, 2019	\$271.00
698765	20601	VERIZON WIRELESS	Oct 31, 2019	\$3,618.82
698766	28738	VONDOHLEN, LACEY	Oct 31, 2019	\$639.45
698767	5158	W M LYLES COMPANY	Oct 31, 2019	\$1,124,040.00
698768	10047	MISC RECEIVABLE REFUND VENDOR	Oct 31, 2019	\$54.21
698769	30488	WASSEF, MENA	Oct 31, 2019	\$44.25
698770	14647	WAXIE SANITARY SUPPLY INC	Oct 31, 2019	\$937.88
698771	16020	WEATHERBYS FURNITURE GUILD	Oct 31, 2019	\$1,523.08
698772	30624	WEST, JUSTIN L	Oct 31, 2019	\$800.00
698773	26447	WESTCOAST HYDRAULICS	Oct 31, 2019	\$258.78
698774	23733	WHEELER, JAMES	Oct 31, 2019	\$1,600.00
698775	21212	WHITE CAP CONSTRUCTION SUPPLY	Oct 31, 2019	\$1,181.06
698776	20165	WILLDAN ENGINEERING	Oct 31, 2019	\$1,570.00
698777	10047	MISC RECEIVABLE REFUND VENDOR	Oct 31, 2019	\$1,041.32
698778	29768	YEARY, NADINE	Oct 31, 2019	\$66.00
698779	9244	ZEP MANUFACTURING COMPANY	Oct 31, 2019	\$276.04
698780	10047	MISC RECEIVABLE REFUND VENDOR	Oct 31, 2019	\$49.53
698781	10047	MISC RECEIVABLE REFUND VENDOR	Oct 31, 2019	\$861.63
698782	17204	4 IMPRINT INC	Oct 31, 2019	\$631.09
698786	78	ADVANCED DISTRIBUTION CO	Oct 31, 2019	\$15,308.88
698787	12516	AIMS	Oct 31, 2019	\$10,150.50
698790	8530	AMERIPRIDE UNIFORM SERVICES	Oct 31, 2019	\$3,238.38
698792	1049	APPLIED LNG TECHNOLOGIES LLC	Oct 31, 2019	\$41,537.65
698793	10199	BAKERSFIELD CITY EMPLOYEE	Oct 31, 2019	\$1,531.50
698794	10320	BAKERSFIELD HOMELESS CENTER	Oct 31, 2019	\$39,848.23

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
698795	10320	BAKERSFIELD HOMELESS CENTER	Oct 31, 2019	\$26,914.56
698801	1696	CALIFORNIA WATER SERVICE	Oct 31, 2019	\$162,598.74
698802	13631	CARB/PERP	Oct 31, 2019	\$1,570.00
698803	30622	CHANNEL LAW GROUP LLP	Oct 31, 2019	\$300,000.00
698804	11937	CITY OF BAKERSFIELD	Oct 31, 2019	\$27.15
698805	10047	MISC RECEIVABLE REFUND VENDOR	Oct 31, 2019	\$0.42
698806	10047	MISC RECEIVABLE REFUND VENDOR	Oct 31, 2019	\$6,246.13
698807	2468	DEPARTMENT OF JUSTICE	Oct 31, 2019	\$1,976.00
698809	3403	GOLDEN STATE PETERBILT	Oct 31, 2019	\$5,402.70
698813	3427	GRAINGER INC, W W	Oct 31, 2019	\$7,077.40
698814	3450	GRANITE CONSTRUCTION INC	Oct 31, 2019	\$85,430.00
698817	7933	HOME DEPOT	Oct 31, 2019	\$5,223.25
698822	4740	KERN TURF SUPPLY	Oct 31, 2019	\$12,472.16
698826	15624	LOWE'S HOME IMPROVEMENT	Oct 31, 2019	\$4,030.80
698828	24279	O'REILLY AUTO PARTS	Oct 31, 2019	\$848.96
698831	6114	PACIFIC GAS & ELECTRIC COMPANY	Oct 31, 2019	\$345,326.11
698833	27361	SC FUELS	Oct 31, 2019	\$51,869.68
698834	7103	SJVAPCD	Oct 31, 2019	\$2,671.00
698835	7509	SOCALGAS	Oct 31, 2019	\$36.44
698836	7508	SOUTHERN CALIFORNIA EDISON CO.	Oct 31, 2019	\$1,266.97
698837	7636	STATE WATER RESOURCES CONTROL BOARD	Oct 31, 2019	\$125.00
698839	10428	UNITED REFRIGERATION INC	Oct 31, 2019	\$1,146.85
698840	10204	ASSOCIATION BKFD POLICE OFFICER FCU	Nov 1, 2019	\$14,120.43
698841	10211	BAKERSFIELD FIREMEN	Nov 1, 2019	\$10,051.72
698842	10200	BAKERSFIELD FIREMEN RELIEF ASS	Nov 1, 2019	\$7,772.48
698843	10203	BAKERSFIELD POLICE BENEFIT	Nov 1, 2019	\$25,382.48
698844	10205	MUTUAL BENEFIT ASSOCIATION	Nov 1, 2019	\$1,891.59
698845	26810	RELIASTAR LIFE INSURANCE CO	Nov 1, 2019	\$1,826.06
698846	22324	SEIU LOCAL 521	Nov 1, 2019	\$15,105.87
698847	497	A T & T	Nov 7, 2019	\$175.00
698848	537	A T & T	Nov 7, 2019	\$16,918.29
698849	18484	A T & T	Nov 7, 2019	\$301.34
698850	17111	AARDVARK	Nov 7, 2019	\$39,781.88
698851	20576	ACTION GLASS INC	Nov 7, 2019	\$939.83
698852	81	ADVANCED DATA STORAGE INC	Nov 7, 2019	\$26.25
698853	28831	ADVANCED INDUSTRIAL SERVICES	Nov 7, 2019	\$6,764.00
698854	25365	AECOM TECHNICAL SERVICES INC	Nov 7, 2019	\$3,181.98
698855	30632	AGUILAR, ROXANNE LEE	Nov 7, 2019	\$210.49
698856	12516	AIMS	Nov 7, 2019	\$37,232.83
698857	18426	ALBERTSON, KEVIN	Nov 7, 2019	\$363.00
698858	19696	ALEMAN, KIMBERLY	Nov 7, 2019	\$95.70
698859	29450	ALL AMERICAN UNIFORMS LLC	Nov 7, 2019	\$349.59
698860	160	ALL THAT LETTERING SIGN COMPNY	Nov 7, 2019	\$880.00
698861	28887	ALLIANT INSURANCE SERVICES, INC	Nov 7, 2019	\$5,460.00
698862	23588	ALUMINUM CHUCK WAGON	Nov 7, 2019	\$7,251.62
698863	26835	AMERICAN RED CROSS-HEALTH &	Nov 7, 2019	\$330.00
698864	295	AMERICAN SAFETY SERVICES INC	Nov 7, 2019	\$1,762.61
698865	347	AMREP INC	Nov 7, 2019	\$114.79
698866	29945	AXON ENTERPRISE INC	Nov 7, 2019	\$530,650.58
698867	655	B A S E-BAKERSFIELD ATHLETIC SUP EQ	Nov 7, 2019	\$89.74
698868	675	BAKERSFIELD CALIFORNIAN	Nov 7, 2019	\$1,243.52
698869	12135	BAKERSFIELD COLLEGE	Nov 7, 2019	\$59.00
698870	14566	BAKERSFIELD PAINT & WALLPAPER	Nov 7, 2019	\$593.29
698871	971	BAKERSFIELD PLUMBING CO INC	Nov 7, 2019	\$200.25

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698872	841	BAKERSFIELD RUBBER STAMP CO	Nov 7, 2019	\$46.44
698873	857	BAKERSFIELD S P C A	Nov 7, 2019	\$84,132.00
698874	13424	BARNES WELDING SUPPLY	Nov 7, 2019	\$97.03
698875	945	BARNETT'S TOWING SERVICE INC	Nov 7, 2019	\$74.00
698876	30633	BELL, ANNA REBECCA AND BRIAN	Nov 7, 2019	\$125.27
698877	30634	BENAVIDEZ, ERIC NATHANIEL	Nov 7, 2019	\$81.00
698878	28231	BIG BRAND TIRE & SERVICE	Nov 7, 2019	\$1,804.80
698879	23444	BILLINGSLEY, MATTHEW	Nov 7, 2019	\$203.00
698880	1107	BLACKBURN, CLINT	Nov 7, 2019	\$236.00
698881	21172	BLACKHOLE TECHNOLOGIES INC	Nov 7, 2019	\$191.51
698882	28341	BOB'S AUTO GLASS INC	Nov 7, 2019	\$449.85
698883	1175	BOBS WHOLESALE AUTO GLASS	Nov 7, 2019	\$3,006.26
698884	22817	BORN AGAIN BODYWORKS	Nov 7, 2019	\$3,520.35
698885	18692	BOUND TREE MEDICAL LLC	Nov 7, 2019	\$466.00
698886	1249	BRANDCO	Nov 7, 2019	\$1,623.61
698887	19303	BRIGHT HOUSE NETWORKS	Nov 7, 2019	\$144.98
698888	1271	BROCKS TRAILER	Nov 7, 2019	\$4,023.72
698889	613	BSK ASSOCIATES	Nov 7, 2019	\$9,010.00
698890	615	BSSR	Nov 7, 2019	\$196.00
698891	10267	BUDGET BOLT INC	Nov 7, 2019	\$107.04
698892	22565	BURTCH CONSTRUCTION INC	Nov 7, 2019	\$19,840.47
698893	12366	CALIFORNIA ASSOCIATION OF CODE	Nov 7, 2019	\$95.00
698894	29489	CALIFORNIA SURFACE SOLUTIONS INC	Nov 7, 2019	\$450.00
698895	24940	CAMPBELL, CHRIS	Nov 7, 2019	\$850.50
698896	22658	CDW GOVERNMENT	Nov 7, 2019	\$9,182.31
698897	28255	CELEDON, ERIC	Nov 7, 2019	\$165.00
698898	19922	CENTRAL CALIFORNIA POWER INC	Nov 7, 2019	\$392.32
698899	1888	CHAMPION HARDWARE	Nov 7, 2019	\$1,634.22
698900	2016	CLARK PEST CONTROL INC	Nov 7, 2019	\$390.00
698901	2050	CLIFFORD & BROWN	Nov 7, 2019	\$16,244.00
698902	801	CLIFFORD & BROWN TRUST	Nov 7, 2019	\$4,200.00
698903	30627	CORONA, LETICIA	Nov 7, 2019	\$182.95
698904	23309	CORONADO, MICHAEL	Nov 7, 2019	\$236.00
698905	27218	CUMMINS PACIFIC LLC	Nov 7, 2019	\$1,522.14
698906	27296	D & D DISPOSAL INC	Nov 7, 2019	\$924.00
698907	14582	DAVE BANG ASSOCIATES INC	Nov 7, 2019	\$2,700.92
698908	25337	DAVES FLEET MAINT & TOWING INC	Nov 7, 2019	\$37.00
698909	30635	DAVIS, RICHARD	Nov 7, 2019	\$882.19
698910	25742	DISCOUNT RADIATOR CENTER	Nov 7, 2019	\$792.61
698911	30641	ELI INC	Nov 7, 2019	\$4,527.06
698912	572	ENGINEERING SUPPLY COMPANY	Nov 7, 2019	\$3,000.00
698913	2811	ENTENMANN ROVIN CO	Nov 7, 2019	\$104.47
698914	23720	ERNEST PACKING SOLUTIONS INC	Nov 7, 2019	\$6,072.84
698915	2830	EWING IRRIGATION PRODUCTS	Nov 7, 2019	\$525.60
698916	16624	FASTENAL COMPANY	Nov 7, 2019	\$464.74
698917	2901	FEDEX	Nov 7, 2019	\$15.53
698918	15252	FIDLER, NICK	Nov 7, 2019	\$165.00
698919	29752	FIRST ALARM WELLNESS INC	Nov 7, 2019	\$6,000.00
698920	10047	MISC RECEIVABLE REFUND VENDOR	Nov 7, 2019	\$173.51
698921	29824	FREDS BARBECUE FACTORY	Nov 7, 2019	\$1,794.35
698922	25786	G S E CONSTRUCTION CO INC	Nov 7, 2019	\$219,120.73
698923	30355	GATR TECHNOLOGIES INC	Nov 7, 2019	\$6,810.01
698924	25779	GCI EQUIPMENT RENTAL	Nov 7, 2019	\$1,668.34
698925	28064	GENERAL TREE SERVICE INC	Nov 7, 2019	\$11,661.00

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698926	3358	GILLIAM & SONS INC	Nov 7, 2019	\$82,044.50
698927	18722	GLOBALSTAR USA INC	Nov 7, 2019	\$91.46
698928	10037	MISCELLANEOUS TRUST VENDOR	Nov 7, 2019	\$67.05
698929	3452	GRAYBAR ELECTRIC COMPANY	Nov 7, 2019	\$3,531.66
698930	15629	GREATER BAKERSFIELD VISION 2020	Nov 7, 2019	\$50.00
698931	17779	GREERS BANNER AIR INC	Nov 7, 2019	\$215.00
698932	24247	GREGS PETROLEUM SERVICES INC	Nov 7, 2019	\$7,538.22
698933	3537	GUNDLACH PLUMBING AIR COND INC	Nov 7, 2019	\$1,493.20
698934	12439	GUNDLACHS INC	Nov 7, 2019	\$1,348.00
698935	24139	GUTIERREZ TIRE & WHEEL INC	Nov 7, 2019	\$571.50
698936	3569	H & S BODY WORKS & TOWING	Nov 7, 2019	\$3,241.04
698937	3593	HALL LETTER SHOP	Nov 7, 2019	\$166.41
698938	3660	HARBOR FREIGHT TOOLS	Nov 7, 2019	\$139.46
698939	26518	HOLOPHANE INC	Nov 7, 2019	\$17,022.31
698940	18263	HUB CONSTRUCTION SPECIALTIES INC	Nov 7, 2019	\$371.46
698941	3929	HYDRAULIC CONTROLS INC	Nov 7, 2019	\$1,689.20
698942	14857	I M S A	Nov 7, 2019	\$631.67
698943	20621	ICF JONES & STOKES INC	Nov 7, 2019	\$8,320.75
698944	28451	INTERNATIONAL COATINGS CO INC	Nov 7, 2019	\$16,361.99
698945	4089	J & E RESTAURANT SUPPLY INC	Nov 7, 2019	\$8.61
698946	28894	JAMAR, TREY	Nov 7, 2019	\$690.00
698947	28917	JAN-PRO CLEANING SYSTEMS	Nov 7, 2019	\$2,327.30
698948	147	JIM ALFTER CEMENT CONTRACTOR	Nov 7, 2019	\$361.60
698949	28989	K & I SERVICES INC	Nov 7, 2019	\$1,341.00
698950	27250	KARISH INDUSTRIES	Nov 7, 2019	\$1,363.95
698951	26044	KENNEDY, AARON	Nov 7, 2019	\$109.00
698952	4435	KERN COUNTY CLERKS	Nov 7, 2019	\$200.00
698953	4500	KERN COUNTY FIRE DEPARTMENT	Nov 7, 2019	\$56,628.17
698954	4573	KERN COUNTY WATER AGENCY	Nov 7, 2019	\$51,324.78
698955	4581	KERN ELECTRIC DISTRIBUTORS	Nov 7, 2019	\$286.88
698956	4680	KERN RIVER POWER EQUIPMENT INC	Nov 7, 2019	\$3,463.93
698957	4277	KME FIRE APPARATUS	Nov 7, 2019	\$604,438.34
698958	14219	L A GRINDING INC	Nov 7, 2019	\$90.00
698959	17229	L C ACTION SUPPLY INC	Nov 7, 2019	\$439.61
698960	22408	LEHR AUTO ELECTRIC	Nov 7, 2019	\$306.66
698961	19228	LENCIONI, MICHAEL	Nov 7, 2019	\$881.52
698962	30639	LENTZ CONSTRUCTION	Nov 7, 2019	\$1,552.00
698963	5097	LIFE ASSIST INC	Nov 7, 2019	\$2,442.12
698964	30583	LO, CHEYANNE	Nov 7, 2019	\$224.49
698965	5118	LOCAL AGENCY FORMATION COMMISS	Nov 7, 2019	\$844.00
698966	5133	LOOP ELECTRIC INC	Nov 7, 2019	\$23,490.00
698967	70552	LOPEZ, TRANQUILINO	Nov 7, 2019	\$8,800.00
698968	10037	MISCELLANEOUS TRUST VENDOR	Nov 7, 2019	\$215.00
698969	26124	MARANATHA LANDSCAPE INC	Nov 7, 2019	\$1,190.00
698970	25274	MARTIN & SONS UPHOLSTERY	Nov 7, 2019	\$545.00
698971	70553	MARTIN, NICK	Nov 7, 2019	\$2,035.00
698972	30640	MARTINEZ, PRISCILLA	Nov 7, 2019	\$37.16
698973	30621	MCADIRECT	Nov 7, 2019	\$233.91
698974	23787	MCCLIVE, DANIEL	Nov 7, 2019	\$172.00
698975	11060	MCENTIRE, JEFF	Nov 7, 2019	\$150.00
698976	16016	MCINTOSH & ASSOCIATES	Nov 7, 2019	\$14,227.50
698977	18731	MCPC	Nov 7, 2019	\$471.79
698978	6855	MCVICKER, LINDA	Nov 7, 2019	\$69.58
698979	30034	MECHANIC'S BANK	Nov 7, 2019	\$11,532.67

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698980	19252	MEYER CIVIL ENGINEERING INC	Nov 7, 2019	\$45,133.50
698981	24077	MICHEL AUTO TECH	Nov 7, 2019	\$50.00
698982	21693	MICHEL, ALBERTO	Nov 7, 2019	\$394.07
698983	1316	MICHELIN NORTH AMERICA INC	Nov 7, 2019	\$10,672.39
698984	28366	MINOR, TYLER	Nov 7, 2019	\$117.65
698985	29249	MOTOR VEHICLE NETWORK	Nov 7, 2019	\$812.00
698986	29828	MT POSO COGENERATION COMPANY LLC	Nov 7, 2019	\$150.00
698987	27379	MUNICIPAL EMERGENCY SERVICES	Nov 7, 2019	\$12,708.83
698988	24309	NAVIGATORS PRINT & DESIGN, INC	Nov 7, 2019	\$530.43
698989	5870	NB SALES & SERVICES	Nov 7, 2019	\$103.92
698990	30501	NELSON, MICHELLE	Nov 7, 2019	\$245.00
698991	30491	NOV PROCESS & FLOW TECHNOLOGIES	Nov 7, 2019	\$32,231.44
698992	10114	O'DONLEY, LONI	Nov 7, 2019	\$78.00
698993	10361	OPEN & SHUT ENTERPRISES	Nov 7, 2019	\$80.44
698994	29655	P & A ADMINISTRATION SERVICES INC	Nov 7, 2019	\$240.50
698995	6448	P T O SALES CORP / TRUCKPRO LLC	Nov 7, 2019	\$129.75
698996	6122	PACIFIC POWER INC	Nov 7, 2019	\$110.00
698997	13209	PARKHOUSE TIRE INC	Nov 7, 2019	\$2,819.97
698998	21953	PATTERSON, BRYCE	Nov 7, 2019	\$220.00
698999	24029	PAYLESS TOWING	Nov 7, 2019	\$74.00
699000	6076	PB LOADER MANUFACTURING CO	Nov 7, 2019	\$1,236.22
699001	25424	PET WASTE ELIMINATOR	Nov 7, 2019	\$866.00
699002	29637	PINNACLE PETROLEUM INC	Nov 7, 2019	\$78,036.27
699003	178	PRAXAIR DISTRIBUTION INC	Nov 7, 2019	\$144.19
699004	13167	PRONOVOST, GREGORY	Nov 7, 2019	\$109.00
699005	6653	RAIN FOR RENT INC	Nov 7, 2019	\$24,935.21
699006	20713	RANDY'S TOWING LLC	Nov 7, 2019	\$37.00
699007	6682	RAYMONDS TROPHY AND AWARDS	Nov 7, 2019	\$43.73
699008	28480	READY REFRESH	Nov 7, 2019	\$78.81
699009	6727	REFRIGERATION SUPPLIES DIST. INC	Nov 7, 2019	\$312.06
699010	14474	REIMERS WHOLESALE NURSERY	Nov 7, 2019	\$244.33
699011	28837	RICHARDS CRANE SERVICE LLC	Nov 7, 2019	\$1,282.53
699012	26506	ROBERTS CONSULTING GROUP INC	Nov 7, 2019	\$10,000.00
699013	30636	ROMERO, LISA	Nov 7, 2019	\$1,674.17
699014	29099	ROTATIONAL MOLDING INC	Nov 7, 2019	\$29,170.79
699015	6915	ROUND-UP FEED AND PET SUPPLY	Nov 7, 2019	\$155.48
699016	17449	RRM DESIGN GROUP INC	Nov 7, 2019	\$1,150.00
699017	25841	SAFETY CENTER INC	Nov 7, 2019	\$1,500.00
699018	12665	SAN JOAQUIN FENCE & SUPPLY	Nov 7, 2019	\$1,277.25
699019	10249	SAN JOAQUIN TRACTOR CO INC	Nov 7, 2019	\$956.36
699020	7283	SEQUOIA PAINT COMPANY INC	Nov 7, 2019	\$142.99
699021	28920	SIMS, RONALD	Nov 7, 2019	\$113.75
699022	7434	SMART & FINAL IRIS COMPANY	Nov 7, 2019	\$489.56
699023	11566	SOIL CONTROL LAB INC	Nov 7, 2019	\$1,452.00
699024	22473	SOILS ENGINEERING INC	Nov 7, 2019	\$57,782.47
699025	29897	SOLUTIONS	Nov 7, 2019	\$7,102.77
699026	23456	SORENSEN,VERNON MD INC	Nov 7, 2019	\$11,227.00
699027	22620	SOUTHWEST LIFT & EQUIPMENT INC	Nov 7, 2019	\$300.00
699028	17986	SPRINT/NEXTEL COMMUNICATIONS	Nov 7, 2019	\$628.83
699029	29986	STANDARD PLUMBING SUPPLY DBA FLOYDS	Nov 7, 2019	\$69.50
699030	22147	STANTEC CONSULTING SERVICES INC	Nov 7, 2019	\$1,458.50
699031	28923	STARS AND STRIPES	Nov 7, 2019	\$5,625.00
699032	29365	STONE, ROSA	Nov 7, 2019	\$81.90
699033	26369	T Y LIN INTERNATIONAL INC	Nov 7, 2019	\$47,631.98

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699034	28832	T-MOBILE USA	Nov 7, 2019	\$1,945.00
699035	70551	TABBYTOSAVIT, TERRY	Nov 7, 2019	\$385.00
699036	21158	TARGET SPECIALTY PRODUCTS	Nov 7, 2019	\$10,486.71
699037	276	TAYLOR EQUIPMENT & REPAIR, INC	Nov 7, 2019	\$214.50
699038	28733	TELELANGUAGE INC	Nov 7, 2019	\$529.65
699039	25338	TEN EIGHT TOW INC	Nov 7, 2019	\$37.00
699040	30637	TERRELL, SHARON	Nov 7, 2019	\$99.95
699041	8069	TOLBERT, RICHARD	Nov 7, 2019	\$122.00
699042	21369	TRANS-WEST SECURITY INC	Nov 7, 2019	\$2,443.53
699043	70200	TRINITY SAFETY CO	Nov 7, 2019	\$780.36
699044	19815	TRUCK VAULT	Nov 7, 2019	\$1,554.47
699045	27440	TUNE, BRAXTON	Nov 7, 2019	\$207.00
699046	20359	TURF STAR INC	Nov 7, 2019	\$301.42
699047	96	TYACK TIRES INC	Nov 7, 2019	\$2,046.64
699048	10428	UNITED REFRIGERATION INC	Nov 7, 2019	\$609.57
699049	23036	VAN FOSSEN, TIFFANY	Nov 7, 2019	\$50.00
699050	30527	VARGAS, VANESSA	Nov 7, 2019	\$1,364.00
699051	28829	VASQUEZ, ROSARIO	Nov 7, 2019	\$110.50
699052	20601	VERIZON WIRELESS	Nov 7, 2019	\$1,678.72
699053	20601	VERIZON WIRELESS	Nov 7, 2019	\$697.18
699054	20601	VERIZON WIRELESS	Nov 7, 2019	\$25.02
699055	25736	VIATRON SYSTEMS INC	Nov 7, 2019	\$2,500.00
699056	5158	W M LYLES COMPANY	Nov 7, 2019	\$3,587.63
699057	5673	WALTER MORTENSEN INSURANCE	Nov 7, 2019	\$5,984.00
699058	23190	WATTENBARGER WELLS CONST.	Nov 7, 2019	\$2,202.00
699059	14647	WAXIE SANITARY SUPPLY INC	Nov 7, 2019	\$142.96
699060	25253	WEGIS, JONATHAN	Nov 7, 2019	\$264.00
699061	26447	WESTCOAST HYDRAULICS	Nov 7, 2019	\$4,468.15
699062	23003	WESTEC INC	Nov 7, 2019	\$280.00
699063	29951	WESTERN REFINING CO LP	Nov 7, 2019	\$6,587.99
699064	21212	WHITE CAP CONSTRUCTION SUPPLY	Nov 7, 2019	\$2,532.58
699065	28488	WOOD, VICTORIA	Nov 7, 2019	\$174.85
699067	78	ADVANCED DISTRIBUTION CO	Nov 7, 2019	\$26,574.63
699068	12516	AIMS	Nov 7, 2019	\$7,930.00
699070	8530	AMERIPRIDE UNIFORM SERVICES	Nov 7, 2019	\$2,120.72
699071	30638	CALIFORNIA DEPARTMENT OF TAX AND	Nov 7, 2019	\$7,219.19
699072	29195	CALIFORNIA STATE UNIV-STANISLAUS	Nov 7, 2019	\$1,325.54
699075	1696	CALIFORNIA WATER SERVICE	Nov 7, 2019	\$37,795.12
699076	1696	CALIFORNIA WATER SERVICE	Nov 7, 2019	\$138,874.93
699077	11937	CITY OF BAKERSFIELD	Nov 7, 2019	\$500.40
699078	17023	CITY OF BAKERSFIELD	Nov 7, 2019	\$1,815.30
699079	11937	CITY OF BAKERSFIELD	Nov 7, 2019	\$9,010.00
699081	2050	CLIFFORD & BROWN	Nov 7, 2019	\$2,363.60
699082	26953	DIVISION OF THE STATE ARCHITECT	Nov 7, 2019	\$3,921.20
699083	2714	EAST NILES COMMUNITY SERVICES	Nov 7, 2019	\$2,737.90
699084	25786	G S E CONSTRUCTION CO INC	Nov 7, 2019	\$168,625.00
699087	3427	GRAINGER INC, W W	Nov 7, 2019	\$5,196.80
699090	3450	GRANITE CONSTRUCTION INC	Nov 7, 2019	\$479,654.97
699093	7933	HOME DEPOT	Nov 7, 2019	\$2,895.12
699094	4024	INTERNATIONAL RIGHT OF WAY	Nov 7, 2019	\$270.00
699095	4024	INTERNATIONAL RIGHT OF WAY	Nov 7, 2019	\$245.00
699096	4494	KERN COUNTY CLERK	Nov 7, 2019	\$100.00
699097	23127	KERN COUNTY TREASURER TAX COLLECTOR	Nov 7, 2019	\$35,047.94
699101	4740	KERN TURF SUPPLY	Nov 7, 2019	\$5,022.08

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
699102	5133	LOOP ELECTRIC INC	Nov 7, 2019	\$48,022.49
699105	15624	LOWE'S HOME IMPROVEMENT	Nov 7, 2019	\$3,322.74
699106	29917	MAILFINANCE INC	Nov 7, 2019	\$1,949.27
699107	30034	MECHANIC'S BANK	Nov 7, 2019	\$8,875.00
699108	14088	PACIFIC GAS & ELECTRIC	Nov 7, 2019	\$20,380.94
699117	6114	PACIFIC GAS & ELECTRIC COMPANY	Nov 7, 2019	\$486,869.95
699119	6376	PIONEER PAINT	Nov 7, 2019	\$15,287.60
699120	30549	S & B SONS INC	Nov 7, 2019	\$6,669.00
699122	27361	SC FUELS	Nov 7, 2019	\$54,714.76
699123	7509	SOCALGAS	Nov 7, 2019	\$29.23
699124	7509	SOCALGAS	Nov 7, 2019	\$47.16
699125	8023	TIME	Nov 7, 2019	\$40.00
699126	30002	MEDICAL EYE SERVICE COMPANY	Nov 7, 2019	\$5,104.81
699127	26810	RELIASTAR LIFE INSURANCE CO	Nov 7, 2019	\$3,891.24
699128	30027	U S BANK - PARS #6746022400	Nov 7, 2019	\$2,166.15
699129	30029	UNITED CONCORDIA DENTAL PLANS OF CA	Nov 7, 2019	\$49,531.50
699130	30020	UNUM	Nov 7, 2019	\$5,339.26
9995114	30028	BLUE SHIELD OF CALIFORNIA-P	Oct 25, 2019	\$504,037.96
9995115	30021	KAISER PERMANENTE	Oct 25, 2019	\$216,723.59
9995116	10206	STATE OF CALIF - PERS	Oct 25, 2019	\$1,062,918.68
9995117	30206	AVENU MUNISERVICES LLC	Oct 31, 2019	\$18,029.66
9995118	30022	IRS / FDRF	Oct 31, 2019	\$146.00
9995119	30025	STATE DISBURSEMENT UNIT	Oct 31, 2019	\$20,304.64
9995120	11811	WELLS FARGO BANK	Oct 31, 2019	\$72,873.23
9995121	10199	BAKERSFIELD CITY EMPLOYEE	Nov 1, 2019	\$189,800.00
9995122	30014	EMPLOYMENT DEVELOPMENT DEPT	Nov 1, 2019	\$202,919.55
9995123	10217	I C M A RETIREMENT TRUST-303749	Nov 1, 2019	\$50,631.50
9995124	30010	IRS	Nov 1, 2019	\$595,334.12
9995125	16863	NATIONWIDE RETIREMENT SOLUTIONS	Nov 1, 2019	\$116,900.73
9995126	20699	VANTAGEPOINT TRANSFER AGENTS C/O	Nov 1, 2019	\$38,252.30
9995127	10206	STATE OF CALIF - PERS	Nov 7, 2019	\$987,356.86
9995129	19630	UNION BANK	Nov 7, 2019	\$237,026.31
9995130	11811	WELLS FARGO BANK	Nov 7, 2019	\$88,431.69
				\$15,204,673.56

E-Payable Number	Vendor Number	Vendor Name	E-Payable Date	E-Payable Amount
18022	24819	AD WEAR & SPECIALTY OF TX	Oct 31, 2019	\$249.73
18023	29	AFFINITY TRUCK CENTER	Oct 31, 2019	\$13,163.23
18024	436	ARGO CHEMICAL INC	Oct 31, 2019	\$2,997.53
18025	576	B & B SURPLUS	Oct 31, 2019	\$5,238.61
18026	575	B C LABORATORIES	Oct 31, 2019	\$409.00
18027	611	B S & E COMPANY INC	Oct 31, 2019	\$1,112.02
18028	1037	BERCHTOLD EQUIPMENT CO	Oct 31, 2019	\$199.30
18029	1163	BLUEPRINT SERVICE CO	Oct 31, 2019	\$12.99
18030	20747	CENTRAL SANITARY SUPPLY INC	Oct 31, 2019	\$1,495.40
18031	5147	COASTLINE EQUIPMENT	Oct 31, 2019	\$4,100.74
18032	2162	CONSOLIDATED ELECTRICAL DIST INC	Oct 31, 2019	\$8,195.58
18033	13912	DIRECT SAFETY SOLUTIONS INC	Oct 31, 2019	\$1,215.36
18034	13088	E J WARD INCORPORATED	Oct 31, 2019	\$1,245.85
18035	27459	EVOQUA WATER TECHNOLOGIES	Oct 31, 2019	\$152,198.94
18036	14055	FAST UNDERCAR LLC	Oct 31, 2019	\$7,151.68
18037	2874	FERGUSON ENTERPRISES INC	Oct 31, 2019	\$2,990.86
18038	16838	GIBBS INTERNATIONAL TRUCK CTR. INC	Oct 31, 2019	\$3,166.74
18039	21739	GOLDEN EMPIRE TOWING INC	Oct 31, 2019	\$37.00
18040	4171	JERRY & KEITHS INC	Oct 31, 2019	\$11,793.76
18041	1390	JIM BURKE FORD	Oct 31, 2019	\$6,076.52
18042	4178	JIM BURKE LINCOLN MERCURY	Oct 31, 2019	\$11,851.19
18043	15694	JIMS TOWING INC	Oct 31, 2019	\$2,754.00
18044	2267	L N CURTIS & SONS	Oct 31, 2019	\$6,255.37
18045	24086	MAR-CO EQUIPMENT CORP	Oct 31, 2019	\$1,548.64
18046	453	MUNICIPAL MAINTENANCE EQUIP INC	Oct 31, 2019	\$1,439.23
18047	6550	QUAD KNOPF INC	Oct 31, 2019	\$650.00
18048	1279	QUALITY HEAVY DUTY DIESEL ELEC	Oct 31, 2019	\$189.44
18049	6555	QUINN COMPANY INC	Oct 31, 2019	\$6,305.94
18050	28661	SERVEXO PROTECTIVE SERVICES	Oct 31, 2019	\$6,270.97
18051	19584	SMITH & SON TIRE INC	Oct 31, 2019	\$3,829.75
18052	14700	SOUTH COAST EMERGENCY VEHICLE SERV.	Oct 31, 2019	\$668.94
18053	7685	STINSON STATIONERS	Oct 31, 2019	\$37,267.29
18054	7728	SULLY & SON HYDRAULICS INC	Oct 31, 2019	\$688.03
18055	15868	TEL TEC SECURITY SYSTEM INC	Oct 31, 2019	\$288.00
18056	57	ABATE A WEED	Nov 7, 2019	\$1,039.17
18057	436	ARGO CHEMICAL INC	Nov 7, 2019	\$1,016.67
18058	576	B & B SURPLUS	Nov 7, 2019	\$174.29
18059	611	B S & E COMPANY INC	Nov 7, 2019	\$5,063.65
18060	1037	BERCHTOLD EQUIPMENT CO	Nov 7, 2019	\$1,164.03
18061	1163	BLUEPRINT SERVICE CO	Nov 7, 2019	\$510.69
18062	18753	BRIDGEPORT TRUCK MANUFACTURING	Nov 7, 2019	\$29,547.03
18063	20747	CENTRAL SANITARY SUPPLY INC	Nov 7, 2019	\$812.52
18064	2162	CONSOLIDATED ELECTRICAL DIST INC	Nov 7, 2019	\$920.43
18065	13912	DIRECT SAFETY SOLUTIONS INC	Nov 7, 2019	\$1,865.81
18066	2757	ELECTRIC MOTOR WORKS INC	Nov 7, 2019	\$25,014.33
18067	2874	FERGUSON ENTERPRISES INC	Nov 7, 2019	\$3,969.32
18068	21739	GOLDEN EMPIRE TOWING INC	Nov 7, 2019	\$2,262.00
18069	3788	HILLCREST SHEET METAL INC	Nov 7, 2019	\$20,999.00
18070	4171	JERRY & KEITHS INC	Nov 7, 2019	\$244.37
18071	1390	JIM BURKE FORD	Nov 7, 2019	\$91.41
18072	2267	L N CURTIS & SONS	Nov 7, 2019	\$2,442.22
18073	6550	QUAD KNOPF INC	Nov 7, 2019	\$2,600.00
18074	1279	QUALITY HEAVY DUTY DIESEL ELEC	Nov 7, 2019	\$66.00
18075	6555	QUINN COMPANY INC	Nov 7, 2019	\$3,259.37
18076	21873	RM INDUSTRIES INC	Nov 7, 2019	\$15,337.84
18078	7231	SEAL & PACKING SUPPLY CO	Nov 7, 2019	\$1,147.21

CITY OF BAKERSFIELD - CHECK REGISTER  
FROM 10/25/2019 to 11/7/2019

<b>E-Payable Number</b>	<b>Vendor Number</b>	<b>Vendor Name</b>	<b>E-Payable Date</b>	<b>E-Payable Amount</b>
18079	19584	SMITH & SON TIRE INC	Nov 7, 2019	\$5,084.73
18080	7685	STINSON STATIONERS	Nov 7, 2019	\$12,368.29
18081	7728	SULLY & SON HYDRAULICS INC	Nov 7, 2019	\$112.04
18082	15868	TEL TEC SECURITY SYSTEM INC	Nov 7, 2019	\$8,198.69
				<hr/> 448,368.74
				15,653,042.30



# ADMINISTRATIVE REPORT

**MEETING DATE:** 11/20/2019

Consent – Resolutions c.

**TO:** Honorable Mayor and City Council  
**FROM:** Christi Tenter, Human Resources Manager  
**DATE:** 10/28/2019  
**WARD:**  
**SUBJECT:** SEIU Labor:

1. Resolution approving the Memorandum of Understanding for employees of the Blue and White Collar Units and adopting salary schedule and related benefits.
2. Amendment No. 25 to Resolution No. 44-93 setting salaries and related benefits for the Temporary Unit.

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## STAFF RECOMMENDATION:

Staff recommends adoption of the resolutions.

## BACKGROUND:

The most current labor negotiations between the City of Bakersfield and the employees of the Blue and White Collar Units, represented by Service Employees International Union, Local 521 (SEIU) were recently concluded and have resulted in a proposed three (3) year Memorandum of Understanding (MOU). This MOU follows a prolonged period of time, 2014 – 2019, where no cost-of-living salary increases were provided. A summary of MOU terms are highlighted below:

- Term is from July 1, 2019 through December 31, 2022; and
- 2.5% wage increase all covered unit classifications

This MOU includes adjustments to premium pay allowances that will support larger goals and initiatives. Limited classifications, as shown in the MOU, will have increases in bilingual pay, automotive certification pay, forklift training certification, geologist certification, latent print certification, arborist certification, stand-by pay and tool allowance. Ensuring staff is readily available to provide key services to the community is a primary focus as we continue to grow and add new staff. Incentives to learn and achieve certifications will support these goals.

Included, is the resolution setting salaries and related benefits for temporary classifications. The resolution, if approved, will provide temporary classifications the same rate of pay as the full-time equivalent classification.

This proposed agreement has been tentatively agreed to by both the City and SEIU and is consistent with Council approved guidelines. City staff is appreciative of SEIU and the leadership of the Blue and White Collar Units for working towards an agreement in support of recruitment and retention needs and fiscal balance. It should be noted that with the approval of this MOU represented employees will be under contract.

**ATTACHMENTS:**

	Description	Type
▣	Blue Memo	Cover Memo
▣	SEIU Reso	Resolution
▣	SEIU MOU	Backup Material
▣	SEIU Salary	Backup Material
▣	Temp Reso	Resolution
▣	Temp Salary	Backup Material



**BAKERSFIELD**  
THE SOUND OF *Something Better*

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: JULIE DRIMAKIS, CITY CLERK**

**SUBJECT: COUNCIL MEETING NOVEMBER 20, 2019  
AGENDA CONSENT CALENDAR ITEM 8.c.**

.....

The attached Memorandum of Understanding (MOU) between the City of Bakersfield and the employees of the Blue and White Collar Units, represented by Service Employees International Union, Local 521 (SEIU) has been modified to reflect accurate term dates and provide clarity in the effective date of benefits. The updates do not alter any monetary aspects of the agreement.

Revisions are listed below:

- Term is effective July 1, 2019 through June 30, 2022; and
- Article 27 representing the effective date of the updated footwear allowance.

MEMORANDUM OF UNDERSTANDING

BAKERSFIELD SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 521

AND

CITY OF BAKERSFIELD

July 1, 2019 - June 30, 2022

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF BAKERSFIELD AND  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521**

The duly authorized representatives of the City of Bakersfield, herein after referred to as "**the City**" and the Service Employees International Union, Local 521 hereinafter referred to as "**the Union**", having met and conferred in good faith concerning the issues of wages, hours and other terms and conditions of employment, as herein set forth, declare their agreement to the provisions of this Memorandum of Understanding.

**ARTICLE 1 - PURPOSE**

It is the purpose of this Memorandum of Understanding to promote and provide the harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstanding; and to set forth the full and entire understanding of the parties reached as a result of good faith meeting and conferring regarding the wages, hours and other terms and conditions of employment covered by this Memorandum.

**ARTICLE 2 - RECOGNITION**

Section 1. Pursuant to the provisions of the City Employer-Employee Relations Ordinance, Supplemental Rules and Regulations and applicable State law, the Service Employees International Union, is recognized as the majority representative of the City employees in the Blue Collar Unit and White Collar Unit and as the exclusive bargaining agent for the employees in said Units.

Section 2. The term "employee" or "employees" as used herein shall refer only to the regular and probationary employees employed by the City in said Unit in the employees classifications comprising said Units as well as such classes as may be added hereafter by mutual agreement between the City and the Union according to the provisions of the City Employer-Employee Relations Ordinance.

Section 3. Nothing contained in this Memorandum shall prohibit any employee of the Blue Collar Unit or White Collar Unit of the City of Bakersfield, who is not a member of the Union from appearing in his/her own behalf in his/her employment relations with the City.

**ARTICLE 3 - TERM OF AGREEMENT**

The City and the Union agree that the term of this Agreement shall commence on July 1, 2019, and expire at 12:00 midnight on June 30, 2022

Reopeners - City and Local 521 can each reopen negotiations on 5 items in the second and third years of the agreement. The City will not make proposals which would reduce total compensation. Reopener discussion shall commence by February 15<sup>th</sup> each year.

#### **ARTICLE 4 - RENEWAL**

Except as provided herein, the City and the Union agree that, for the term of this Agreement, each party waives the right and each agrees that the other party shall not be obligated to meet and confer with respect to any subject or matter pertaining to or covered by this Agreement, except as to meeting and conferring over the renewal or continuation of this Agreement. The City and the Union further agree that meeting and conferring over the renewal or continuation of this Agreement shall be initiated and conducted in accordance with the applicable sections of the City of Bakersfield Employer-Employee Relations Ordinance, Supplemental Rules and Regulations and that every effort will be made to reach an agreement prior to the expiration of this Agreement on June 30, 2022. Negotiations for the successor agreement will commence by February 15, 2022. It is further agreed that nothing in this Agreement shall in any way diminish the rights of the employees, the City or the Union as established by the Meyers-Miliias-Brown Act of the State of California and all amendments thereto, except as herein provided.

#### **ARTICLE 5 - MAINTENANCE OF BENEFITS**

Section 1. The City and the Union agree that the following benefits shall remain in full force and effect for the duration of this Agreement: Hours of Work, Call-Back, Overtime, Jury Duty, Sick Leave and Vacation except as modified herein.

Section 2. It is understood that existing ordinances, resolutions and policies of the City cover matters pertaining to employer-employee relations including, but not limited to, salaries, wages, benefits, hours and other terms and conditions of employment. Therefore, it is agreed that all such ordinances, resolutions and policies including the City of Bakersfield Employer-Employee Relations Ordinance, Supplemental Rules and Regulations are hereby incorporated herein as though set forth in full.

#### **ARTICLE 6 - REPRESENTATION - UNION OFFICERS**

Section 1. The City and the Union agree that Union Officers and Representatives will be allowed to meet with City Management on City

time for the purpose of meeting and conferring in good faith without loss of pay or any benefits.

Section 2. The Union agrees to provide the City Human Resources Manager with a list of the Union Officers and Representatives with their job classification, who are authorized to meet and confer in good faith.

Section 3. The City agrees that authorized Union staff members shall be given access to work locations during working hours to conduct Union grievance investigations and/or observe working conditions. Such visits are to be made in accordance with the procedures outlined in the applicable sections of the City of Bakersfield Employer- Employee Relations Ordinance, Supplemental Rules and Regulations.

Section 4. The City agrees to allow authorized Union representatives access in City facilities before and after working hours in order to present facts regarding benefit programs.

#### **ARTICLE 7 - UNION STEWARDS**

Section 1. The City agrees that the Union may designate up to twenty (20) Stewards per Bargaining Unit to represent employees in the processing of grievances. It is further agreed the Union may designate alternate Stewards for use when a Steward is on an approved leave of absence or vacation.

Section 2. The Union shall furnish Management Representatives with a written list identifying by name and work location all regular and alternate Stewards. The list shall be kept current by the Union at all times.

Section 3. The Steward is to begin investigating a grievance only after the employee has tried to resolve the problem with his/her immediate supervisor and the two parties failed to reach a resolution of the problem.

Section 4. Union Stewards may be elected to serve as an Officer or Director of the Board of Directors for the Union. The members can also be elected to serve as an Advisory Board Member of the Union, which acts as a bridge between the Board of Directors and the Members. The City shall allow these members to have release time for these special union activities. In addition, periodically Union Stewards are called upon to serve the Union for the benefit of members. In these times, the City shall also allow these members to have release time for these special union activities. No more than two (2) employees, two (2) days of release time each shall be allowed per month with an annual accumulative total of fifteen (15) days. Normal time off approval request procedures apply. If used, the City

of Bakersfield shall invoice the Union for the hourly cost of employees plus the cost of benefits for the day(s) used.

#### **ARTICLE 8 - NO STRIKE OR LOCKOUT**

The City and the Union agree that during the term of this Agreement the City will not lockout employees and the Union will not engage in labor practices detrimental to providing services to the citizens of Bakersfield; or detrimental to the interests of the City, nor will the Union sanction, support, condone, approve or engage in any strike, sick-in, slow down, work stoppage or speed ups. The City and the Union further agree that all matters of controversy coming within the scope of this Agreement will be settled by established grievance procedures.

#### **ARTICLE 9 - MANAGEMENT RIGHTS**

The parties hereto recognize the City has and will retain the exclusive right to manage and direct the performance of City services and the work forces performing such services. The City and Union agree that nothing in this Memorandum of Understanding shall in any way abridge, restrict or modify the rights and prerogatives of the City and its employees as set forth in Sections 3.16.040, 3.16.050 and 3.16.060 (c) of Ordinance No. 2154 and said sections are hereby incorporated by this reference and made a part hereof as though set forth in full.

The City shall, however, give the Union reasonable notice of any plan to contract work currently performed by Union Members. Upon request, the City will meet with the Union to explain the reason for the decision to contract out and to solicit Union views on the proposal. Nothing in this section shall be construed to limit the right of the City Council to contract out work in its sole discretion.

#### **ARTICLE 10 - MAINTENANCE OF MEMBERSHIP**

Section 1. Any employee covered by this agreement who is a Union member, or becomes a Union member, shall continue to pay to the Union those dues or fees regularly charged members of the Union in good standing for the life of this agreement. Any new employee covered by this Agreement who voluntarily joins the Union, shall be subject to the same terms of continued membership as employees above.

Section 2. Every employee who is a member of the Union shall have the right to withdraw from membership during the last thirty (30) days of this Agreement. An employee who has properly withdrawn membership as provided herein shall be subject to the provisions of Article 48 Agency Shop.

## ARTICLE 11 - RIGHT TO REPRESENTATION

The City shall advise the employee of his/her right to be represented by the Union or other representation of his/her choosing at any meeting in which disciplinary action is to be imposed or at which disciplinary action might reasonably be expected (by the employee) to be imposed. It is the responsibility of the requesting member to secure representation of their choosing. Disciplinary investigations are included in this section. If the employee elects to have representation present, and none is immediately available, the meeting will be postponed for up to forty-eight (48) hours not including Saturdays, Sundays, or holidays, in order to permit the employee to obtain representation within or beyond the 48 hours.

There is no right to representation during meetings where the employee is not suspected of wrongdoing. For example, such meetings include, but are not limited to; work related instruction, questions, performance evaluations, etc. If the City advises the employee that a meeting does not involve potential discipline there is no right to representation.

## ARTICLE 12 - PROCESSING OF FORMAL GRIEVANCES

### Section 1. Grievance Procedure.

- A. Matters Subject to Grievance Procedure. All employees in the city service shall have the right to present a grievance regarding dissatisfaction with some phase of his or her job or relations with others on the job which is outside his or her scope of control.
- B. Objective. Objective of grievance procedure shall be:
  - 1. To promote improved employee-employer relations by establishing grievance procedures on matters for which appeal or hearing is not provided by civil service board rules;
  - 2. To afford employees individually or through qualified employee organizations, a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussions;
  - 3. To provide that grievances shall be settled as near as possible to the point of origin;
  - 4. Encouragement that grievances should be heard and settled as informally as possible.
- C. Individual Informal Grievance Procedure. An employee who feels he or she has a grievance should attempt to resolve this grievance by discussion with his or her

immediate supervisor without undue delay. If after such discussion, the employee does not feel the grievance has been satisfactorily resolved, he or she shall have the right to discuss the matter with the chain of command including his or her department head. Every effort should be made to resolve the grievance by informal means at the most immediate level of supervision. If the employee is not in agreement with the decision reached through such informal discussions, he or she shall have the right to file a request for a formal grievance in writing with his or her superior or department head. An informal grievance shall not be taken above the department head.

D. Individual Formal Grievance Procedure. After exhaustion of the informal grievance procedure, the grievance shall be put in writing and shall proceed on the following levels of review:

1. Department or Division Review. The employee shall file his or her grievance in writing with his or her department head who shall discuss the grievance with the employee. The department head shall render his or her decision and comments to the employee in writing within fifteen calendar days. If the employee does not agree with the decision reached or if no answer is received from the department head within fifteen calendar days, he or she may present the grievance in writing to the city manager. Failure of the employee to take further action within ten calendar days after receipt of the decision or within a total of twenty-five calendar days if no decision is rendered, will constitute withdrawal of the grievance.
2. City Manager Review. Upon receiving the grievance, the city manager or designated representative shall discuss the grievance with the employee and all other appropriate persons. The city manager may appoint a fact finding committee or an officer not in the normal line of supervision to investigate and advise him or her concerning the grievance. The city manager shall render a decision in writing to the employee within twenty calendar days after receiving the grievance. The decision of the city manager shall be final in all cases unless the grievance is

subject to policy review by the city council. In such cases, the city manager shall then refer the matter to the appropriate council committee.

E. Employee Organization Grievance Procedures.

1. A recognized official of an employee organization may submit written grievances on behalf of the organization or an employee to the appropriate department head with a copy filed with the city manager;
2. The department head shall render a written decision within fifteen calendar days within receipt of the written grievance unless a mutually agreed upon extension of time is set; a copy of the department head's decision will be filed with the city manager;
3. If the employee organization is not satisfied with the decision rendered by the department head, they may request a city manager review of the grievance within ten calendar days of receipt of the department head's decision; failure of the employee organization to take further action within ten calendar days after receipt of the department head's decision or within a total of twenty-five calendar days if no decision is rendered, will constitute withdrawal of the grievance; the city manager shall render his or her written decision within twenty calendar days after receiving the grievance; the city manager's decision shall be final in all cases unless the grievance is subject to policy review of the city council; in such cases, the city manager shall refer the matter to the appropriate council committee.

F. Conduct of Grievance Procedure.

1. The time limits specified in this section may be extended by mutual agreement of the employee or employee organization and the reviewer concerned;
2. The employee may request the assistance of another person of his or her own choosing in preparing his or her written grievance;
3. Employees are assured freedom from reprisal for use of grievance procedures. (Prior code § 3.14.300)

Section 2. Administration of the Grievance Procedure.

1. The Union agrees that whenever investigations or processing of a grievance is to be transacted during working hours, only the amount of time necessary to bring about a prompt disposition of the matter will be utilized.
2. Stewards will be permitted reasonable time off with pay for the investigation and processing of grievances. Stewards, when leaving their work locations to transact such investigations or processing, shall first obtain permission from the Department Head or his/her designees and inform him/her of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work.
3. Upon entering a work location, the Steward shall inform the cognizant Department Head and Supervisor of the nature of his/her business. Permission to leave the job, but not the location, will be granted promptly to the employee unless such absence would cause undue interruption of work. If the employee cannot be made available the Steward will be immediately informed when the employee will be made available.
4. The parties agree that all formal grievances will be processed in accordance with the City's grievance procedure. The parties also agree that any grievance over the interpretation of the terms and conditions of this Agreement may be submitted through the grievance procedure for resolution.
5. The City agrees to alter its formal grievance procedure as follows: Grievances which are not settled pursuant to the grievance procedure at the City Manager's level shall be further considered in the following manner: Upon written response from the City Manager, the affected employee shall have the option of a third party advisory review.

Such advisory review shall be conducted as follows:

- A. The City and Union shall select one representative for the purpose of selecting a third party who shall hold a hearing for the purpose of reviewing the City Manager's decision.
- B. The agreed to third party, shall, as soon as practical, but not later than thirty (30) days, hold closed hearings on the grievance which shall be held in conformity to normal hearing procedures.
- C. Either the City or the Union may call any employee as a witness and the City agrees to release said witness from work if he/she is on duty. Any employee called as a

witness by the City shall be debited for any hours not worked while on such call. Employees called by the Union may be reimbursed by the Union for any loss of pay for time off.

- D. The third party shall have no power to alter, amend, change, add to or subtract from any of the terms of this Memorandum. The opinion of the third party shall be based solely upon the evidence and arguments given by the respective parties in the presence of each other.
- E. Either party may be represented by legal counsel.
- F. Parties shall pay their own expenses except for the third party whose expenses shall be shared equally.
- G. The opinion of the third party shall be strictly advisory and shall be submitted to the employee or his/her designated representative and to the City Manager for his/her further consideration.
- H. No opinion of the third party shall require the exercise of the legislative authority of the City Council nor shall it contravene any existing City Ordinance, City Charter or State law. The opinion of the third party shall be in writing within twenty (20) days from the close of the hearing.

#### **ARTICLE 13 - EQUAL OPPORTUNITY EMPLOYMENT**

The City and the Union agree that the provisions of this Agreement shall be applied equally to all employees covered herein without favor or discrimination because of race, creed, color, sex, age handicap, marital status, national origin, political or religious affiliations or union membership.

#### **ARTICLE 14 - PERS PICK-UP**

Except as provided in Article 18 below, at the beginning of the employee's sixth (6<sup>th</sup>) cumulative year of service, the City will pay the full portion of the normal contributions required to be paid by the employee to the Public Employees' Retirement System. Effective with the implementation of the 3% at 60 retirement program, City agrees to pay one (1%) percent of the employee's retirement contribution for employees with less than six (6) cumulative years of service. The City will pay the full portion of the contribution at the beginning of the employee's sixth (6<sup>th</sup>) cumulative year of service. Employees hired subsequent to February 22, 2006 will not receive this one (1%) percent contribution. Such payments by the City shall be reported as normal contributions and shall be credited to

said employees' accounts pursuant to Government Code Section 20615. This PERS pick-up is done in accordance with Section 414H (2) of the Internal Revenue Code.

This article is not applicable to employees hired after January 1, 2013, that are not deemed "classic" members, as a result of the Public Employees' Pension Reform Act of 2013 (PEPRA).

#### **ARTICLE 15 - COMPENSATION**

Salaries shall be increased for every active employee of the Blue and White Unit as follows:

2.5% effective July 8, 2019

Effective the pay period including July 1, 2020, the City shall provide an increase for all salary ranges in effect for unit classifications equal to the increase in the Consumer Price Index (CPI) for All Urban Consumers in the West Region for the 12 months ending in the December preceding the adjustment. However, regardless of the CPI, the increase shall not be greater than 2.5% or less than 1%.

Effective the pay period including July 1, 2021, the City shall provide an increase for all salary ranges in effect for unit classifications equal to the increase in the Consumer Price Index (CPI) for All Urban Consumers in the West Region for the 12 months ending in the December preceding the adjustment. However, regardless of the CPI, the increase shall not be greater than 2.5% or less than 1%.

#### **ARTICLE 16 - STAND-BY PAY**

The City and the Union agree that when an employee is designated by management to be available to return to work at any time during specific hours outside of normal working hours the employee shall receive fifty dollars (\$50) per each eight (8) hours on Controlled stand-by or fraction thereof effective July 2020. Such pay shall be in addition to any call-back compensation. To the extent feasible, the parties agree that controlled stand-by shall be assigned on an equitable basis to all eligible employees possessing the requisite skills.

Effective January 2021 employees in the following classifications designated by the City to be on standby shall receive \$60 per each 8 hours of standby.

1. Police Service Technician
2. Animal Control Officers
3. Code Enforcement Officers

4. Fire Plans Examiner
5. Fire Prevention/Environmental Officer
6. Hazmat Specialist

#### **Controlled Standby**

Standby time is controlled where the City of Bakersfield requires an employee during a specific time period to be within (45) minutes driving time from the City limits to the work place or location where the employee is to report. The rate of pay for controlled standby time is the (\$40) dollars per eight (8) hour shift. An employee on controlled standby time is expected to:

- A. Be ready to respond immediately to calls for service.
- B. Be accessible by telephone, pager or City radio.
- C. Remain a reasonable distance, within (45) minutes driving time from the City.
- D. Refrain from activities that may impair the ability of the employee to perform the assigned duties.

#### **Uncontrolled Standby**

Uncontrolled standby time is uncontrolled where the employee leaves the workplace and is required merely to inform his/her Supervisor of his/her designee of where/how the employee may be contacted, but the employee's activities are not restricted.

## ARTICLE 17 - CALL-BACK

Section 1. An employee who is directed to return to work to perform additional services after completion of his regular work period shall be authorized a minimum of two hours of work.

Section 2. Any call-back during which the employee performs two or more hours of work shall entitle him to an authorized credit for the number of hours actually worked completed to the nearest one-tenth of an hour (six minutes).

Section 3. In computing work hours during a call-back, employees will be credited up to 30 minutes travel for both reporting and returning home following call-back. The travel time will be included in the two-hour minimum covered in (A) above.

Section 4. Any call-back which occurs prior to and which continue through the beginning of the employees regular work period shall not entitle the employee to the two-hour minimum. The call-back shall entitle the employee to an authorized credit of the number of hours actually worked computed to the nearest one-tenth of an hour (six minutes).

Section 5. Call-back hours which result in additional hours to the basic work week or work period shall be credited to the employee as compensatory time off or paid, as determined by the department head at the employee's applicable overtime rate.

Section 6. The City will discuss appropriate circumstances for phone calls at home with Supervisory personnel.

The parties will continue to discuss call-back issues on a department by department basis.

## ARTICLE 18 - RETIREMENT

### Section 1.

**Tier One:** For miscellaneous employees hired on or before, December 20, 2008, the City shall maintain a contract with CalPERS for the provision of a 3% @ 60 (highest 12 months) retirement benefit formula. Tier one employees pay .5% of the employee retirement contribution.

**Section 2.**

**Tier Two:** For "classic" CalPERS members hired on or after December 20, 2008, the City shall maintain a contract with CalPERS for the provision of a 2.7% @ 55 (average of the highest 36 months of service) retirement benefit formula pursuant to CalPERS requirements. At the beginning of the employee's sixth (6<sup>th</sup>) cumulative year of service the City will pay seven and one-half (7.5%) percent of the employee retirement contribution. Concurrently, Tier two employees shall pay .5% of the employee retirement contribution.

**Section 3.**

**Tier Three:** For employees hired on or after January 1, 2013 and classified as "new" members of CalPERS as defined by Public Employees Pension Reform Act (PEPRA); the City shall maintain a contract with CalPERS for the provision of a 2% @ 62 (highest 36 months) retirement benefit formula. Also pursuant to PEPRA, these employees are responsible for paying one-half of the normal cost of this retirement plan.

**Section 4.**

These plans include the Military Service Credit option and the Option 2 Death benefit.

**ARTICLE 19 - PROMOTIONS**

The City agrees that whenever there are, in the employ of the City, a sufficient number of employees who meet the minimum qualifications for an open position and have performed at the standard level or above, the job examination for that position shall be given on a promotional basis. Effective January 2020, the promotional process will be discussed in a labor management committee.

**ARTICLE 20 - CITY INSURANCE CONTRIBUTION**

Medical, Vision and Dental Benefits. The City and employees shall share bi-weekly contributions towards a medical, vision and dental plan for all employees of these Units subject to the following contributions:

	Fee Dental Fee Health Vision	HMO Dental HMO Health Vision	Fee Dental HMO Health Vision	Dental HMO Fee Health Vision	Employee Contribution
Employee Only	80%	80%	80%	80%	20%
Employee +1	80%	80%	80%	80%	20%
Family	80%	80%	80%	80%	20%

The City and Union have agreed that all future meeting and conferring and decisions regarding the structure of medical/dental insurance coverage's shall take place through the Joint City/Employee Medical Insurance Committee. The Committee shall consist of representatives from each Unit and the City. There shall be a good faith effort to make all decisions by October 31st of each year. Discussions as to the City's contribution toward medical/dental insurance shall continue to be determined through the formal meet and confer process between the City and the individual Units.

The 80%/20% premium split shall remain in effect unless an alternative agreement has been reached. Any changes to the health plans shall follow the existing process noted in this Article, whereby the City will meet with the Insurance Committee.

Life Insurance. The City currently provides for Life Insurance of \$30,000. Employees have the option of buying additional Life Insurance beyond \$30,000 at their expense, subject to carrier conditions.

Disability Insurance. Employees in the Blue and White Collar Units may voluntarily participate at their expense, in the long-term disability program currently offered to Supervisory and Management employees. The terms and conditions for this benefit shall be the same as provided for Supervisory and Management employees.

## ARTICLE 21 - SAFETY

Section 1. The City and the Union agree to abide by all provisions of the California Plan approved in accordance with the provisions of the Federal Occupational Safety and Health Act of 1970 and any legislation as may be passed by the State of California to implement that plan.

Section 2. The City agrees that any safety courses the employees are required to take will be provided on City time with pay.

Section 3. The City agrees to maintain a Safety Program in accordance with and where required by law.

Section 4. The Union agrees to support without qualification, the City's Safety Program and will encourage its members to attend safety courses and to obtain First Aid Certificates if required by the City and made available on City time.

Section 5. Both the City and the Union recognize the need and will strive to reduce the number of industrial injuries among the employees. Employees are expected to report for work in suitable clothing including appropriate footwear for the type of work to be performed.

Section 6. It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment. The Union will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe practices, equipment and conditions and to report any such unsafe practices or conditions to their immediate supervisors. If such condition cannot be satisfactorily remedied by his/her immediate supervisor, any employee has the right to submit the matter either personally or through the Steward to his/her Department Head or his/her designated representative.

Section 7. Classifications, designated by Risk Management or mandated by regulation, shall be provided with hepatitis vaccinations.

Section 8. Light Duty. When due to injury or illness, whether or not the injury or illness is work related and the employee is unable to perform his/her usual duties, the employee may work in a light-duty capacity based on the following conditions:

- A. An employee may work light duty only upon approval of the Department Head upon the recommendation of the appointed City Physician, and only to the extent that the employee's illness or injury is not further aggravated by working in this capacity, nor is a hazard created for other employees.
- B. Human Resources Division, working with the city departments, will identify potential light duty assignments. The employee may perform a light duty assignment within any City department, as determined by the City. The City will determine the availability and duration of light duty assignments.
- C. Individuals will not be assigned to light duty if there is a chance that doing so might result in liability against the City, as determined by the City.
- D. An employee shall accept light duty assignments, if offered, if his/her illness/injury is job related.
- E. An employee denied a requested light duty assignment will be provided a written explanation, if requested.
- F. Industrial light duty assignments have precedence over non-industrial assignments.

Section 9. Safety Equipment. The City and the Union agree that the City will either provide all safety equipment required by the City or will reimburse the employee for purchasing the equipment whenever

such equipment has been required by the City as necessary on the job. Such equipment shall include, but not be limited to, safety shoes, safety glasses, helmets, gloves, boots, life jackets and all related safety items. Both parties agree that the City shall retain the right to determine the minimum specifications of the safety equipment, procurement procedures and limitations and exclusions.

Section 10. Safety Committee. The Union will be allowed to appoint one member from each bargaining unit to serve on the City's Safety Committee.

#### **ARTICLE 22 - TRAINING**

The City and Union recognize that the training programs and the advancement of employees to positions of higher skills are matters of great importance and interest to the City, the Union and the employees covered by this Agreement. The City and Union agree that all costs and time for training or instruction required by the City shall be paid by the City; however, the City shall retain the right to determine what training is required for the employee to improve his/her performance on the job and to make such training a condition of employment. Whenever possible and practical, the City will rotate the scheduling of employees into training programs in order to assure employees an equal opportunity in advancing to higher classifications.

#### **ARTICLE 23 - PREMIUM COMPENSATION**

The City and the Union agree that it is the intent of Departmental Management, whenever possible, to avoid working an employee out-of-classification for a prolonged period of time.

Section 1. Acting Appointment- The City and the Union agree that Department Heads, with the approval of the City Manager, may assign the full range of duties and responsibilities of a vacant position to a qualified regular employee for a period of time not to exceed six months. Such appointment in excess of six months may be made with the approval of the appropriate civil service board. The compensation for the action appointment shall be within the salary range of the class so assigned with a minimum of 5%.

Section 2. Temporary Assignment- The City and the Union agree that assigning an employee to perform the duties of a higher class will occur only to meet work requirements within the City. When performing duties assigned by the Supervisor, for the majority of the scheduled shift, the employee shall be compensated for the full work day at base rate.

All premium pay practices will conform with PERS rules.

The following table outlines the premium rate per grade temporarily assigned above permanent assignment.

If percentage difference between classifications is:

Range (%)	Premium rate (%)
6 -19	5
20-29	10
30-39	17
40-49	25
50-59	34
60-69	43

The range percentage is the difference between an employee's regular grade at step 1 compared to the higher grade at step 1. Department Head approval will be required if range percentage is 70% and above.

The premium rate column is equivalent to an employee at step 4 of their current grade receiving step 2 of the higher grade.

Section 3. The City and the Union agree that when an employee is assigned as follows, they shall receive a five percent (5%) increase during the period of such lead assignment:

- A. When any Blue Collar or White Collar employee is assigned responsibility over any work release or community service workers.
- B. When any White or Blue Collar employee is assigned lead worker responsibility over a crew of three (3) or more temporary, extra help or full-time employees and whose job description does not include lead responsibilities. A crew of three (3) means, a crew of three (3) including the lead worker.
- C. Unless a supervisor is present, a lead employee is to be designated and paid lead assignment pay for the night sweeper crew.
- D. Except in emergency situations, the City will continue the current practice of assigning work release or community service workers to employees who have voluntarily accepted the responsibility and completed any required training.
- E. When Service Maintenance Workers in the Sewer Division are assigned lead responsibility on a two-person truck, they will be considered as working at the Sewer Maintenance II level and paid out-of-classification assignment.

## ARTICLE 24 - HOLIDAYS

Section 1. All eligible employees in the Blue and White Collar Units shall observe the following eight-hour holidays with pay:

Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Day  
New Year's Day  
Three Floating Holidays, as provided below.

Employees shall also receive every day designated by the City Council as special holidays in commemoration or in memorial of an extraordinary occurrence as paid holidays.

Section 2. Whenever a holiday falls on a Sunday, the following Monday shall be observed. Whenever a holiday falls on a Saturday, the previous Friday shall be observed as a holiday.

Section 3. Employees assigned to seven-day per week shift schedules shall observe the actual, not the observed holiday. Those days are Independence Day, Veterans Day, Christmas Day and New Years Day.

Section 4. Floating Holidays - Each employee in the Blue and White Collar Unit, who is employed by the City when a floating holiday is credited, shall be eligible for that floating holiday. Floating holiday(s) must have prior departmental approval and shall be consistent with the efficient operation of the affected department and its activities.

A. Floating holidays shall be utilized as follows on years that Christmas and New Years fall on:

1. Saturday, Sunday, or Monday, three floating holidays will be credited to employees.
2. Tuesday, Wednesday, or Friday, Christmas and New Years Eve will be observed as full day holidays and one floating holiday will be credited each employee.
3. Thursday, the Fridays following Christmas and New Years will be observed as full day holidays and one floating holiday will be credited each employee.

4. Floating holidays not observed as Christmas or New Year's Eve shall be credited and available by July 1 of each year.

Section 5. Solid Waste Holidays - The Solid Waste Division has two types of field operations which normally work either a five day or four day work week:

A. Refuse Collection Yard Operations:

Employees on a five day work week schedule may also be required to work designated holidays which fall within their normal work schedule, excluding New Year's Day, July 4<sup>th</sup>, Thanksgiving Day, Christmas Day, and those days the disposal facility is closed. Employees actually working any of the designated holidays will receive time and one half pay for the hours worked that day, in addition to the eight hour holiday pay.

For the purpose of completing the weekly refuse collection cycle after a holiday which closes operation, employees may also be required to work the Saturday after the holiday and will receive time and one half pay for the hours worked that day.

B. Recycling Facilities Operations:

Employees on a four day work week schedule may also be required to work designated holidays which fall within their normal work schedule, excluding New Years Day, July 4<sup>th</sup>, Thanksgiving Day, and Christmas Day. Employees actually working any of the designated holidays will receive time and one half pay for the hours worked that day, in addition to the eight hour holiday pay.

Section 6. During the time of any leave of absence without pay employees will not be eligible for Holiday Pay.

#### ARTICLE 25 - SHIFT ASSIGNMENTS

The City agrees to continue its present practice at the Public Works Department in scheduling shift assignments. If changes are made, the City will meet and consult with the Union prior to making said changes.

The City and Union agree that to meet the needs of the Police Department the following factors shall be considered in making assignments for employees in the Police Service Technician classification:

Special skills  
Experience  
Seniority

Accommodation of education schedules  
Other factors, as determined by the Chief of Police

The City and Union specifically acknowledge the need to balance experience and inexperienced Police Service Technicians on all shifts. Appointments shall be made at the sole discretion of the Department.

#### **ARTICLE 26 - SHIFT DIFFERENTIAL**

Section 1. A shift differential of \$.90 per hour shall be paid any employee when the majority of their shift falls between the hours of 3 p.m. and 12 midnight.

Section 2. A shift differential of \$1.25 per hour will be paid any employee when the majority of their shift falls between 12 midnight and 7 a.m.

#### **ARTICLE 27 - UNIFORM/FOOTWEAR ALLOWANCE**

Section 1. Uniform Allowance - All employees in the Blue Collar Unit required to wear uniforms will be furnished such uniforms at no cost to the employees. The City shall provide employees with eleven (11) uniforms during each bi-weekly uniform cleaning cycle. Uniforms that are damaged during the normal course of work will be replaced.

- A. Except for Police Service Technicians, non-safety personnel employed in the Police Department, who are required by the Chief of Police to wear a uniform, and Fire Dispatchers, shall be provided with a Five hundred eighty dollars (\$580) per year uniform allowance. Animal Control Officers (ACO), Police Service Technicians (PST) and Fire Prevention Personnel required to wear a uniform shall receive a Eight hundred fifty dollars (\$850) per year uniform allowance. This allowance is to be paid on a bi-weekly basis to meet CalPERS requirements. The City shall provide at no cost to the employee all required patches and chevrons.
- B. The City shall provide all employees required to wear uniforms, provided through a uniform service with a choice of 100% cotton or poly blend uniforms.

Section 2. Safety Footwear Allowance - The City shall provide a safety footwear reimbursement of up to One hundred twenty five dollars (\$125) annually, for a maximum of two (2) pairs of Department Head (or designee) approved safety footwear per calendar year. Effective with the ratification of this agreement safety footwear reimbursement for requests initially submitted after ratification will increase to one hundred sixty dollars (\$160) annually. Reimbursement will be approved with the original receipt for those specific classifications listed with Human Resources.

The City and the Union both reserve the right to make changes to add or delete classifications from the list upon mutual agreement.

During the time of any leave of absence without pay employees will not be eligible for uniform or footwear allowance.

#### ARTICLE 28 - TOOL ALLOWANCE

Employees in the following classifications who are employed as of January 1, and are required to provide a complement of hand tools as approved by the Public Works Director, shall be reimbursed by the City for approved tool purchases:

Equipment Mechanics	Up to	\$530.00
Fleet Service Worker II	Up to	\$375.00
Fleet Service Worker I	Up to	\$375.00

Fleet Service Worker II shall provide two-thirds (2/3) of the full tool set as per the established tool list. Fleet Service Worker I shall provide one-third (1/3) of the full tool set to be determined by management.

Tools purchased pursuant to this Section remain the property of the employee.

#### ARTICLE 29 - BILINGUAL PAY

Employees who have been designated by the City Manager and regularly utilize bilingual skills in their job or as a departmental translator for the City, shall receive seventy dollars (\$70) bi-weekly for such services. To be eligible, an employee must pass a test demonstrating their bilingual conversational fluency and will be subject to periodic retest.

Employees in the following classifications will be compensated one hundred dollars (\$100) bi-weekly for bilingual services.

- A. Police Service Technician
- B. Animal Control Officers
- C. Police Dispatcher

The City Manager shall designate qualifying languages and authorize the number of positions to receive bilingual pay based upon the needs of the City. Notwithstanding the above, all personnel shall utilize any language skills they possess to the best of their ability in handling their responsibilities on a non-regular basis without compensation.

During the time of any leave of absence without pay employees will not be eligible for bilingual pay.

#### ARTICLE 30 - COMPENSATORY TIME

The accumulation of compensatory time shall not exceed one hundred (100) hours. Any compensatory time in excess of one hundred (100) hours shall be automatically paid if management is unable to schedule the time off.

The use of comp time shall be scheduled through mutual agreement between the employee and management. Management may establish the time off for comp time in excess of forty (40) hours where mutual agreement cannot be reached. Employees retain the right to cash payment for any comp time on the books, subject to budgetary restraints.

#### **ARTICLE 31 - OVERTIME**

Overtime worked must receive pre-approval. All overtime compensation shall be in the form of compensatory time, unless pre-approved for cash payment. Overtime compensation is credited at one and one-half times the employee's regular rate of compensation. Overtime compensation will be credited only for those hours in excess of the employee's regular scheduled workday or the 40-hours workweek.

#### **ARTICLE 32 - SICK LEAVE**

Blue and White Collar Unit employees accrue sick leave at the rate of twelve (12) days per calendar year, with a maximum accrual of one hundred twenty (120) days. An employee who has an accrued balance at the end of the calendar year, which exceeds one hundred twenty (120) days, will receive one hundred percent (100%) of his/her accruals in excess of 120 days as vacation and may convert and be paid for up to seventy-five percent (75%) of that amount of vacation. The amount to be converted must be designated by the employee no later than the following January 31, which will be paid to employee the second pay day in February. Employees receiving the above conversion will not receive any sixty (60) to one hundred twenty (120) day conversion of sick leave for that calendar year. The previously established non-conversion sick leave "bank" will no longer exist for this group.

For the term of this agreement, the parties agree that individuals retiring with a service retirement shall be entitled to a premium sick leave pay-out. Specifically, individuals shall receive an additional 25% of accrued sick leave compensation at the time of retirement beyond that provided for in Municipal Code Section 2.84.570. This payment shall not be considered gross remuneration for purposes of retirement.

Except as provided below, any employee converting the service retirement to a disability retirement within five (5) years of the date of retirement shall refund this premium sick leave payment to the City. If repayment is required, a reasonable repayment schedule shall be established between the employee and the City. Exceptions to the repayment requirement may be made as follows:

A. No repayment shall be required if an employee dies after retirement and the survivor's allowance is converted to a disability allowance.

B. The City Manager will waive repayment in the event of a

catastrophic event resulting in substantial disability from heart attack, stroke or cancer for the employee. Substantial disability is defined as a disability which would have required the retirement of the employee if still in active service.

#### **ARTICLE 33 - PERSONAL NECESSITY LEAVE**

The City agrees to allow each employee covered by this Agreement to utilize eight (8) hours per year as Personal Necessity Leave, chargeable to Sick Leave. Such leave is designed to permit employee time off during normal working time to conduct personal business. Personal Leave shall require prior approval and shall be taken in minimum two (2) hour increments.

#### **ARTICLE 34 - DEFERRED COMPENSATION PLAN**

All probationary and regular employees in the Blue and White Collar Units of the City shall be eligible to participate in the City's Deferred Compensation Plan.

#### **ARTICLE 35 - PAYROLL DEDUCTIONS**

The City agrees to provide payroll deductions for Union dues and benefit programs at no cost to the employees or Union.

Employees may express authorization for payroll deduction and/or COPE contributions by submitting to the Union a written membership application form, through electronically recorded phone calls, by submitting the Union an online deduction authorization, or by any other means of indicating agreement allowable under state and federal law.

The Union will submit to the City a list of members who have authorized payroll deduction and shall provide the City with verification that payroll deduction and/or COPE contributions have been authorized by the employee only in the event a question arises about an employee's membership status. The City shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "written authorization" for purposes of this Agreement.

#### **ARTICLE 36 - CLASSIFICATION REQUESTS**

Requests for classification consideration will be processed once a year on February 1st, except those requests of an emergency nature (as determined by the Human Resources Office) may be acted upon regardless of the submission date and presented for review outside the routine schedule. The effective date of any proposed upward classification will be implemented with the budget in the year that it is approved.

Normally, position reviews will be generated in one of two ways:

- A. By request of the employee and/or
- B. By request of the Department Head

Prior to reaching any final decision, the Human Resources Office shall forward its draft findings to the employee and shall consider any comments the employee may have on the draft report. If the recommendation of the Human Resources Office is negative, no further action shall be taken on the request. If the recommendation is positive, it shall be subject to the approval of the appropriate Civil Service Commission and City Council.

The parties agree to continue negotiations on the issue of revising the City's reclassification procedure.

#### **ARTICLE 37 - LONGEVITY PROGRAM**

Unit members shall be eligible for a Longevity Pay Program as follows:

- 10 or more uninterrupted years of City service 2% of Base Pay.
- 15 or more uninterrupted years of City service 4% of Base Pay.
- 20 or more uninterrupted years of City service 6% of Base Pay.

The amounts above are not cumulative.

Employees hired after January 1, 1985, shall not be eligible for Longevity Pay.

#### **ARTICLE 38 - RETIREE MEDICAL**

Section 1. Medicare Coverage - Any employee eligible to receive retiree medical insurance coverage who is eligible for Medicare coverage whether through the City of Bakersfield, other employers, spouse/domestic partner coverage, or for any other reason, shall be required to obtain and utilize such coverage as a condition for receiving coverage under the City's plan.

Section 2. The City shall provide the surviving spouse/domestic partner and eligible dependent(s) of any deceased employee with the health and welfare benefit contribution that had been made on behalf of the employee prior to their death.

Section 3. Employees hired after February 22, 2006 will not participate in either of the retiree health subsidy programs set forth in this section. In lieu, the City will match up to one (1%) percent of the employee's mandatory contributions to their Retirement Health Savings account commencing the beginning of their sixth (6<sup>th</sup>) year of employment.

Section 4. Retiree Medical - Employees hired after April 1, 1996 but

before February 22, 2006 will be eligible for retiree medical under the following conditions:

- A. Participation in the City retiree medical insurance plan will be offered to those employees who retire following twenty (20) years of regular service or retire due to disability. Such retirees will receive a premium subsidy based upon 3% per year of service, to the nearest quarter year, up to a maximum of 30 years (90%), of the lower of the HMO or Fee-For-Service Single rate. In no case shall a retiree in this class receive more than 90% of their applicable rate structure (i.e. single without Medicare rate, single with Medicare rate, etc.) in subsidies from the City.
- B. Any employee eligible to receive retiree medical insurance coverage who is eligible for Medicare coverage (Part A) whether through the City of Bakersfield, other employers, spouse coverage, or for any other reason, shall be required to obtain and utilize such coverage as a condition for receiving coverage under the City's retiree medical plan.
- C. Employees hired after April 1, 1996 shall not be eligible to receive the 42% Fee-For-Service plan subsidy.

Section 5. Retiree Medical - Employees hired prior to April 1, 1996 who retire following fifteen (15) years of regular service or retire due to disability, eligibility for and contributions towards retiree medical insurance shall be as originally set forth in City Council Resolution #227-88 and herein set forth:

- A. Retired employees enrolled under the City's health plan shall receive city contributions based on the following formula:

Participation in the City retiree medical insurance plan will be offered to those employees who retire following fifteen (15) years of regular service or retire due to disability. Such retirees will receive a premium subsidy based upon 3% per year of service, to the nearest quarter year, up to a maximum of 30 years (90%), of the lower of the HMO or Fee-For-Service Single rate. In no case shall a retiree in this class receive more than 90% of their applicable rate structure (i.e. single without Medicare rate, single with Medicare rate, etc.) in subsidies from the City.

- B. Forty-two (42%) percent of the actual premium for the "Fee for Service" Retiree Health Plan shall be paid by the City and the balance of the premium shall be calculated and paid pursuant to the formula in "A" above.
- C. Retired employees covered under the HMO Insurance plans shall only receive the City contributions under the formula in "A" above.

Section 6. Retirement Health Savings Accounts - The ICMA Vantage Care

Retiree Health Savings Account program (RHSA) has been implemented. One (1%) percent of base pay will be deducted from each employee's paycheck on a pre-tax basis and deposited into their individual account effective with program implementation.

As soon as is possible the City will amend the Retirement Health Savings Account for the White Collar Unit to eliminate the deposit of accrued leave payouts into the Account upon retirement.

The City assumes no liability for adverse tax rulings by the IRS relative to this program.

#### **ARTICLE 39 - TRAINING STEP**

A Training ("T") Step exists for the following classifications:

Clerk Typist I  
Fleet Service Worker I  
Service Maintenance Worker

This step shall be ten percent (10%) below Step "1". Newly hired employees shall be hired at the "T" Step whenever, in the opinion of the City, the hiree is not fully prepared to function in their classification until a training period has been completed.

Employees shall be advanced to Step "1" by the end of six (6) months of continuous service. Time spent in the "T" Step shall count towards satisfying the probationary period.

#### **ARTICLE 40 - DRUG TESTING**

The goal and intent of this program is the rehabilitation and assisting of first-time offenders with drug problems. However, action taken against an employee shall be determined by individual circumstances of each case and disciplinary action, up to and including termination is possible.

Authority for Testing - Only an employee's Department Head or his/her designee, acting in the absence of the Department Head, may order a drug test.

Conditions Allowing for Testing - Employees may be subjected to drug testing if the City has a reasonable suspicion that the employee is using: 1) illegal drugs, 2) prescription drugs without or contrary to a prescription, or 3) being under the influence of alcohol during working hours.

Reasonable suspicion shall mean one or more of the following exists as determined by the Department Head or his/her designee:

A. Having more evidence for than against.

- B. An apparent state of facts and/or circumstances which would lead a reasonable person to believe an individual was using drugs/narcotics.
- C. A reasonable grounds for belief in the existence of facts or circumstances warranting an order to submit to a drug test.

Testing Procedure - Detailed testing procedures shall be developed by the City to:

- A. Positively identify employees prior to testing.
- B. Provide for employee privacy and security of samples.
- C. Establish if an employee is taking any drugs legitimately under medical supervision.
- D. Develop a two-step test. Both urine and blood samples shall be drawn unless the employee waives his/her right to the blood sample. Any specimen testing positive in the urinalysis shall be subject to confirmation by blood test unless waived. No notification shall be given of initial positive tests until the confirmation blood test has been completed and is positive. At the time the samples are drawn, a second set of samples shall be taken and sealed. Should the original blood test show positive, the second sealed set of samples shall be retained for six (6) months to allow for further testing in the event of a dispute.

Testing Agent - The laboratory selected to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency.

#### **ARTICLE 41 - COURT CALL BACK**

Unit employees in the Police Department shall receive a minimum of three (3) hours compensation at the appropriate rate of pay when called back for court appearances.

**ARTICLE 42 - VACATION**

Vacation accrual shall be as follows:

<u>Years</u>	<u>Days</u>
0-4	10
5-13	15
14+	20

Maximum vacation accrual shall be three (3) years annual accrual. Between 5 to 10 years of service, the maximum vacation accrual shall be increased to three (3) years and three (3) days. After ten (10) years of service, the maximum accrual shall be increased to three (3) years and nine (9) days.

**ARTICLE 43 - CERTIFICATION PAY**

- A. When the City requires an employee as a condition of employment or request the employee to voluntarily obtain and/or maintain a State or National certification, the City shall reimburse the employee for any cost of obtaining and/or renewing the certification.
- B. The City shall reimburse employees for any cost of obtaining and/or renewing a City required driver's license, above the cost of a class "C" license.
- C. Employees who have been designated by their department head and regularly use specialized skills for which a state or national certification is required in their job, shall receive annual certification pay, to be paid in the last pay period of December of every year, for such services. To be eligible, an employee must pass the test given by the certifying agency, obtain required continuing education units and keep certification current. The certification pay will only be paid if an employee maintains the certification for an entire calendar year. The certification must not be a requirement listed in the job specification in order to obtain the job.

The recognized certifications are:

Bar 97 Advanced Smog Certification	\$1,500
Automotive Service Excellence (ASE) certificates (Equipment Maintenance)	\$150 per certificate*
*Maximum Fleet Service Worker I	4 certificates
Fleet Service Worker II	6 certificates
Fleet Mechanic (All)	10 certificates
Automotive Parts Specialist	2 certificates
Forklift Operator Trainer	\$500
Geologist	\$1,000
Latent Print Examiner	\$1,500
Arborist	\$1,000
DOT Tester Certification	\$1,000
California State Water Resources Control Board Grade III (Waste Water)	\$1,500
Certified Backflow Prevention Assembly Tester (Parks)	\$1,500
Pest Control Advisor License (Parks)	\$1,000
Combination of D.O.T. Hydrotester and State Fire Marshal Fire Extinguisher (Fire)	\$1,000
Qualified Applicator License (Parks)	\$500
Certified Arborist (Parks)	\$500
Certified Pool/Spa Operator (Recreation)	\$500
Bar 97 Advanced Smog Certification	\$1,000
Certified Latent Print Examiner	\$1,000
Notary Public License	\$500
Crane Operator Certificate	\$500
Automotive Service Excellence (ASE) certificates (Equipment Maintenance)	\$ 100 per certificate*

*Maximum	Fleet Service Worker I	\$ 400
	Fleet Service Worker II	\$ 600
	Fleet Mechanic (All)	\$ 1,000
	Automotive Parts Specialist	\$ 200

Waste Water Mechanic - Plant Maintenance Mechanical Technologist \$100 Grade I, \$200 Grade II per year, non-accumulative.

Building Inspectors, Code Enforcement and Building Staff - \$100 each per year for City approved certification, up to a maximum of 5 certificates.

Fire Inspectors, Hazardous Material Specialists \$100 each per year for City approved certificates, up to a maximum of 5 certificates.

Traffic Signal Technician - International Municipal Signal Association Certification \$100 Grade I, \$200 Grade II, \$300 Grade III, non-accumulative, per year.

ASE certification(s) as of December 1st will be eligible to receive the applicable certification pay for the entire calendar year.

Signing and Striping Certificates - \$100 Grade I, \$200 Grade II, \$300 Grade III, non-accumulative per year.

City or Union may request additional and/or modifications to certification pay during the term of the agreement, which will be implemented upon mutual agreement.

#### **ARTICLE 44 - JURY DUTY**

The City shall provide for paid leave, when an employee is subpoenaed to Jury Duty and/or to appear as a witness in court in Kern County on matters of civic concern. Examples of matters of civic concern would include criminal matters, accidents, etc.

#### **ARTICLE 45 - IRS 125 PROGRAM**

The City has implemented the IRS 125 Program for payment of medical insurance premiums, childcare and un-reimbursed expense. Employees may voluntarily participate in the childcare and un-reimbursed medical portions of the program.

#### **ARTICLE 46 - RESIDENCY REQUIREMENT**

The residency requirement for Unit employees shall require that employees maintain residency within one (1) hour normal driving time

from City Limits. Normal driving time shall be defined as driving the most direct route at the posted speed limit.

#### **ARTICLE 47 - PAYROLL CHANGES**

- A. The City shall maintain in effect the voluntarily direct deposit program for unit employees with the following provisions:
1. Require all regular employees hired on or after January 1, 1994 to participate in direct deposit. Participation shall be voluntary for employees prior to January 1, 1994.
  2. Eliminate payoff checks for sick leave converted to vacation with all such payoffs being added to the regular paycheck.
  3. Employees are responsible for investigating errors in direct deposit with their bank.
  4. City will give notice to the Union should it wish to change any of the paycheck release times currently in effect.
  5. The City will give reasonable advance notice if it will be unable to provide direct deposit for a given pay period.
- B. All payroll changes shall become effective at the start of the nearest payroll period.

#### **ARTICLE 49 - NEW HIRE INFORMATION/NEW EMPLOYEE ORIENTATION**

The City will provide the Union a monthly listing of each newly hired employee represented under which will include name and address. The City shall also provide to the Union a listing of all Service Fee Payers represented under SEIU which will include name and address each Quarter.

The City will provide SEIU LOCAL 521 10 calendar days' notice of orientations to enable an exclusive representative of SEIU LOCAL 521 access of up to thirty minutes, at the end of the orientation process, to present Union membership information with no management present. The new employee orientation will be a mandatory part of the agenda. This notice will include the time, date and location of the orientation. SEIU LOCAL 521 agrees to provide Human Resources a list of representatives or shop stewards that SEIU LOCAL 521 will utilize for the new hire orientations throughout the year. Once the City

notifies SEIU LOCAL 521 of the new employee orientation, SEIU LOCAL 521 will identify the representative or steward that will attend and notify the City 5 calendar days' notice of orientations.

Additionally, the City will provide SEIU LOCAL 521 a digital file via email to the email address designated by SEIU LOCAL 521 containing the following information within 30 days of hiring an SEIU LOCAL 521 represented employee: the name, job title, department, work location, work, home, and personal cell phone numbers, personal email addresses on file with the employer; and the home address of the new hire. The City will also provide SEIU LOCAL 521 a list of all information for all employees in the bargaining unit every 120 days. Employees transferring from another bargaining unit are not considered new hires and will not be part of the 30-day report; however, their information will be captured in the 120 day report.

The Union will provide the Human Resource Director with a copy of the new employee orientation packet on a quarterly basis. If there is a substantial change in the packet, the Union will provide the packet at the next scheduled new hire orientation.

#### **ARTICLE 50 - UNION BULLETIN BOARD**

The City will provide approximately a two by three foot (2' x 3') bulletin board space at each of the major work site locations for Union bulletins. If space is not available the Union may provide a two by three foot (2' x 3') bulletin board which the City will install. The space will be located in an area frequented by a majority of the employees at the work site. The Union will be responsible to maintain the designated posting area and ensure compliance with City, State, and Federal compliance requirements, including the prohibitions of derogatory or inappropriate documents.

#### **ARTICLE 51 - SDI ELECTION**

Blue and White Collar employees have elected to participate in the State Disability Insurance (SDI) program. SDI benefits will be automatically coordinated with wages for employees off work for seven (7) or more calendar days.

#### **ARTICLE 52 - COMMITTEES**

1. The Union recognizes its obligation to cooperate with the City to assure maximum service of the highest quality and efficiency to the citizens of The City of Bakersfield, consonant with its obligations to the workers it represents. The City and the Union affirm the principle that harmonious labor-management relations are to be promoted and furthered. The City and the Union agree that each employee shall be treated equally, fairly, and with dignity and respect.

A. Labor Management Committee. It is the intention of the parties to establish a City-wide Joint Labor-Management Committee to provide a forum for labor and management to jointly discuss issues of concern to the bargaining unit employees.

2. The Joint Labor/Management Committee shall consist of Management representatives and bargaining unit representatives, selected by the Union. The Management representatives will be designated by the CITY.

Annually, the Joint Labor/Management Committee shall meet up to 4 times upon written request of either party, during working hours to discuss issues which may include, but are not limited to career training, educational/promotional opportunities, class specifications, training and employee development.

The Committee may also make advisory recommendations to the City Manager or his/her designated representative, for consideration.

Either party requesting the meeting shall provide an agenda five (5) days prior to the meeting. Committee participants shall be released on work time to attend meetings.

#### **ARTICLE 53 - PROBATIONARY PERIOD**

1. All appointments to a permanent position shall be tentative and subject to a probationary period of six (6) months.
2. During the probationary period, the employee shall be required to demonstrate his or her fitness to the position to which he or she is appointed by actual performance of duties of the position.
3. At the conclusion of the probationary period, the department must file an Employee Performance Evaluation stating the retention of the probationary employee in the City service is desired or the probationary employee will be considered unsatisfactory and will be terminated.

#### **ARTICLE 54 - LINE OF DUTY DEATH BENEFIT**

Including the prescribed death benefits defined in Labor Code Section 4701 et. al, the City shall pay all reasonable funeral and burial expenses to a maximum of \$20,000 for a Bakersfield employee who dies as the direct result of an on-duty related injury.

#### **ARTICLE 55 - SEVERABILITY**

It is understood and agreed that this Memorandum of Understanding is subject to all present and future applicable Federal and State laws

and regulations and the provisions hereof shall be effective and implemented only to the extent permitted by such laws or regulations. If any part of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal and State laws or regulations, or otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable laws and regulations and the remainder of this Memorandum of Understanding shall not be affected thereby and shall remain in full force and effect. The City and Union agree to meet and confer in an attempt to replace and/or adjust for any suspended or superseded provisions.

**FOR THE SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 521**

\_\_\_\_\_  
Jason Suchin

\_\_\_\_\_  
Bernie Daverin

\_\_\_\_\_  
Courtney Camps

\_\_\_\_\_  
Phillip Rios

\_\_\_\_\_  
Shane Gardner

\_\_\_\_\_  
Martin Harrington

\_\_\_\_\_  
Michelle Gonzalez

\_\_\_\_\_  
John Patterson

\_\_\_\_\_  
Sandra Alvarez

\_\_\_\_\_  
Miguel Ramos

\_\_\_\_\_  
Michael Carter

**FOR THE CITY OF BAKERSFIELD**

\_\_\_\_\_  
Chris Huot

\_\_\_\_\_  
Christi Tenter

\_\_\_\_\_  
Randy McKeegan

\_\_\_\_\_  
Nick Fidler

\_\_\_\_\_  
Darin Budak

\_\_\_\_\_  
William Avery

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

**A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR EMPLOYEES OF THE BLUE AND WHITE COLLAR UNITS AND ADOPTING SALARY SCHEDULE AND RELATED BENEFITS.**

**WHEREAS**, the Charter of the City of Bakersfield, Section 12, authorizes the City Council to provide for salaries and related benefits for employees of the City; and

**WHEREAS**, in compliance with the Meyers-Milias-Brown Act of the State of California, the City has met and conferred in good faith with the Service Employees International Union (S.E.I.U.) which represents this City's Blue and White Collar unit; and

**WHEREAS**, the City's negotiator and S.E.I.U. have agreed to a Memorandum of Understanding, as attached hereto; and

**WHEREAS**, the Council has determined that such Memorandum of Understanding complies with the guidelines established by the City Council; and

**WHEREAS**, the Council has determined that provisions of the attached Memorandum of Understanding shall commence on July 1, 2019, and expire at midnight on December 31, 2022, for all employees of said Unit employed on the date of adoption of this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Bakersfield that commencing June 29, 2016, the attached document entitled "Memorandum of Understanding between the Service Employees International Union (S.E.I.U.) and City of Bakersfield" shall constitute the salary schedule and related benefits for the categories and positions specified therein on the date of adoption of this Resolution, and that the whole of said attachment is hereby incorporated and approved as the Memorandum of Understanding between the City of Bakersfield and Service Employees International Union (S.E.I.U.) unit for the period beginning July 1, 2019 and expiring at midnight, December 31, 2022.

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**I HEREBY CERTIFY** that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on \_\_\_\_\_, by the following vote:

AYES: COUNCILMEMBER, RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER  
NOES: COUNCILMEMBER \_\_\_\_\_  
ABSTAIN: COUNCILMEMBER \_\_\_\_\_  
ABSENT: COUNCILMEMBER \_\_\_\_\_

\_\_\_\_\_  
**JULIE DRIMAKIS**  
CITY CLERK and EX OFFICIO CLERK of  
the Council of the City of Bakersfield

APPROVED \_\_\_\_\_

\_\_\_\_\_  
**Karen Goh**  
**MAYOR** of the City of Bakersfield

APPROVED as to form:

\_\_\_\_\_  
**VIRGINIA A. GENNARO**  
**CITY ATTORNEY** of the City of Bakersfield

Attachments

MEMORANDUM OF UNDERSTANDING

BAKERSFIELD SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 521

AND

CITY OF BAKERSFIELD

July 1, 2019 - December 31, 2022

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF BAKERSFIELD AND  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521**

The duly authorized representatives of the City of Bakersfield, herein after referred to as "**the City**" and the Service Employees International Union, Local 521 hereinafter referred to as "**the Union**", having met and conferred in good faith concerning the issues of wages, hours and other terms and conditions of employment, as herein set forth, declare their agreement to the provisions of this Memorandum of Understanding.

**ARTICLE 1 - PURPOSE**

It is the purpose of this Memorandum of Understanding to promote and provide the harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstanding; and to set forth the full and entire understanding of the parties reached as a result of good faith meeting and conferring regarding the wages, hours and other terms and conditions of employment covered by this Memorandum.

**ARTICLE 2 - RECOGNITION**

Section 1. Pursuant to the provisions of the City Employer-Employee Relations Ordinance, Supplemental Rules and Regulations and applicable State law, the Service Employees International Union, is recognized as the majority representative of the City employees in the Blue Collar Unit and White Collar Unit and as the exclusive bargaining agent for the employees in said Units.

Section 2. The term "employee" or "employees" as used herein shall refer only to the regular and probationary employees employed by the City in said Unit in the employees classifications comprising said Units as well as such classes as may be added hereafter by mutual agreement between the City and the Union according to the provisions of the City Employer-Employee Relations Ordinance.

Section 3. Nothing contained in this Memorandum shall prohibit any employee of the Blue Collar Unit or White Collar Unit of the City of Bakersfield, who is not a member of the Union from appearing in his/her own behalf in his/her employment relations with the City.

**ARTICLE 3 - TERM OF AGREEMENT**

The City and the Union agree that the term of this Agreement shall commence on July 1, 2019, and expire at 12:00 midnight on December 31, 2022

Reopeners - City and Local 521 can each reopen negotiations on 5 items in the second and third years of the agreement. The City will not make proposals which would reduce total compensation. Reopener discussion shall commence by February 15<sup>th</sup> each year.

**ARTICLE 4 - RENEWAL**

Except as provided herein, the City and the Union agree that, for the term of this Agreement, each party waives the right and each agrees that the other party shall not be obligated to meet and confer with respect to any subject or matter pertaining to or covered by this Agreement, except as to meeting and conferring over the renewal or continuation of this Agreement. The City and the Union further agree that meeting and conferring over the renewal or continuation of this Agreement shall be initiated and conducted in accordance with the applicable sections of the City of Bakersfield Employer-Employee Relations Ordinance, Supplemental Rules and Regulations and that every effort will be made to reach an agreement prior to the expiration of this Agreement on December 31, 2019. Negotiations for the successor agreement will commence by October 1, 2019. It is further agreed that nothing in this Agreement shall in any way diminish the rights of the employees, the City or the Union as established by the Meyers-Milias-Brown Act of the State of California and all amendments thereto, except as herein provided.

**ARTICLE 5 - MAINTENANCE OF BENEFITS**

Section 1. The City and the Union agree that the following benefits shall remain in full force and effect for the duration of this Agreement: Hours of Work, Call-Back, Overtime, Jury Duty, Sick Leave and Vacation except as modified herein.

Section 2. It is understood that existing ordinances, resolutions and policies of the City cover matters pertaining to employer- employee relations including, but not limited to, salaries, wages, benefits, hours and other terms and conditions of employment. Therefore, it is agreed that all such ordinances, resolutions and policies including the City of Bakersfield Employer-Employee Relations Ordinance, Supplemental Rules and Regulations are hereby incorporated herein as though set forth in full.

**ARTICLE 6 - REPRESENTATION - UNION OFFICERS**

Section 1. The City and the Union agree that Union Officers and Representatives will be allowed to meet with City Management on City

time for the purpose of meeting and conferring in good faith without loss of pay or any benefits.

Section 2. The Union agrees to provide the City Human Resources Manager with a list of the Union Officers and Representatives with their job classification, who are authorized to meet and confer in good faith.

Section 3. The City agrees that authorized Union staff members shall be given access to work locations during working hours to conduct Union grievance investigations and/or observe working conditions. Such visits are to be made in accordance with the procedures outlined in the applicable sections of the City of Bakersfield Employer- Employee Relations Ordinance, Supplemental Rules and Regulations.

Section 4. The City agrees to allow authorized Union representatives access in City facilities before and after working hours in order to present facts regarding benefit programs.

**ARTICLE 7 - UNION STEWARDS**

Section 1. The City agrees that the Union may designate up to twenty (20) Stewards per Bargaining Unit to represent employees in the processing of grievances. It is further agreed the Union may designate alternate Stewards for use when a Steward is on an approved leave of absence or vacation.

Section 2. The Union shall furnish Management Representatives with a written list identifying by name and work location all regular and alternate Stewards. The list shall be kept current by the Union at all times.

Section 3. The Steward is to begin investigating a grievance only after the employee has tried to resolve the problem with his/her immediate supervisor and the two parties failed to reach a resolution of the problem.

Section 4. Union Stewards may be elected to serve as an Officer or Director of the Board of Directors for the Union. The members can also be elected to serve as an Advisory Board Member of the Union, which acts as a bridge between the Board of Directors and the Members. The City shall allow these members to have release time for these special union activities. In addition, periodically Union Stewards are called upon to serve the Union for the benefit of members. In these times, the City shall also allow these members to have release time for these special union activities. No more than two (2) employees, two (2) days of release time each shall be allowed per month with an annual accumulative total of fifteen (15) days. Normal time off approval request procedures apply. If used, the City

of Bakersfield shall invoice the Union for the hourly cost of employees plus the cost of benefits for the day(s) used.

**ARTICLE 8 - NO STRIKE OR LOCKOUT**

The City and the Union agree that during the term of this Agreement the City will not lockout employees and the Union will not engage in labor practices detrimental to providing services to the citizens of Bakersfield; or detrimental to the interests of the City, nor will the Union sanction, support, condone, approve or engage in any strike, sick-in, slow down, work stoppage or speed ups. The City and the Union further agree that all matters of controversy coming within the scope of this Agreement will be settled by established grievance procedures.

**ARTICLE 9 - MANAGEMENT RIGHTS**

The parties hereto recognize the City has and will retain the exclusive right to manage and direct the performance of City services and the work forces performing such services. The City and Union agree that nothing in this Memorandum of Understanding shall in any way abridge, restrict or modify the rights and prerogatives of the City and its employees as set forth in Sections 3.16.040, 3.16.050 and 3.16.060 (c) of Ordinance No. 2154 and said sections are hereby incorporated by this reference and made a part hereof as though set forth in full.

The City shall, however, give the Union reasonable notice of any plan to contract work currently performed by Union Members. Upon request, the City will meet with the Union to explain the reason for the decision to contract out and to solicit Union views on the proposal. Nothing in this section shall be construed to limit the right of the City Council to contract out work in its sole discretion.

**ARTICLE 10 - MAINTENANCE OF MEMBERSHIP**

Section 1. Any employee covered by this agreement who is a Union member, or becomes a Union member, shall continue to pay to the Union those dues or fees regularly charged members of the Union in good standing for the life of this agreement. Any new employee covered by this Agreement who voluntarily joins the Union, shall be subject to the same terms of continued membership as employees above.

Section 2. Every employee who is a member of the Union shall have the right to withdraw from membership during the last thirty (30) days of this Agreement. An employee who has properly withdrawn membership as provided herein shall be subject to the provisions of Article 48 Agency Shop.

**ARTICLE 11 - RIGHT TO REPRESENTATION**

The City shall advise the employee of his/her right to be represented by the Union or other representation of his/her choosing at any meeting in which disciplinary action is to be imposed or at which disciplinary action might reasonably be expected (by the employee) to be imposed. It is the responsibility of the requesting member to secure representation of their choosing. Disciplinary investigations are included in this section. If the employee elects to have representation present, and none is immediately available, the meeting will be postponed for up to forty-eight (48) hours not including Saturdays, Sundays, or holidays, in order to permit the employee to obtain representation within or beyond the 48 hours.

There is no right to representation during meetings where the employee is not suspected of wrongdoing. For example, such meetings include, but are not limited to, work related instruction, questions, performance evaluations, etc. If the City advises the employee that a meeting does not involve potential discipline there is no right to representation.

**ARTICLE 12 - PROCESSING OF FORMAL GRIEVANCES**

## Section 1. Grievance Procedure.

- A. Matters Subject to Grievance Procedure. All employees in the city service shall have the right to present a grievance regarding dissatisfaction with some phase of his or her job or relations with others on the job which is outside his or her scope of control.
- B. Objective. Objective of grievance procedure shall be:
  - 1. To promote improved employee-employer relations by establishing grievance procedures on matters for which appeal or hearing is not provided by civil service board rules;
  - 2. To afford employees individually or through qualified employee organizations, a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussions;
  - 3. To provide that grievances shall be settled as near as possible to the point of origin;
  - 4. Encouragement that grievances should be heard and settled as informally as possible.
- C. Individual Informal Grievance Procedure. An employee who feels he or she has a grievance should attempt to resolve this grievance by discussion with his or her

immediate supervisor without undue delay. If after such discussion, the employee does not feel the grievance has been satisfactorily resolved, he or she shall have the right to discuss the matter with the chain of command including his or her department head. Every effort should be made to resolve the grievance by informal means at the most immediate level of supervision. If the employee is not in agreement with the decision reached through such informal discussions, he or she shall have the right to file a request for a formal grievance in writing with his or her superior or department head. An informal grievance shall not be taken above the department head.

- D. Individual Formal Grievance Procedure. After exhaustion of the informal grievance procedure, the grievance shall be put in writing and shall proceed on the following levels of review:
1. Department or Division Review. The employee shall file his or her grievance in writing with his or her department head who shall discuss the grievance with the employee. The department head shall render his or her decision and comments to the employee in writing within fifteen calendar days. If the employee does not agree with the decision reached or if no answer is received from the department head within fifteen calendar days, he or she may present the grievance in writing to the city manager. Failure of the employee to take further action within ten calendar days after receipt of the decision or within a total of twenty-five calendar days if no decision is rendered, will constitute withdrawal of the grievance.
  2. City Manager Review. Upon receiving the grievance, the city manager or designated representative shall discuss the grievance with the employee and all other appropriate persons. The city manager may appoint a fact finding committee or an officer not in the normal line of supervision to investigate and advise him or her concerning the grievance. The city manager shall render a decision in writing to the employee within twenty calendar days after receiving the grievance. The decision of the city manager shall be final in all cases unless the grievance is

subject to policy review by the city council. In such cases, the city manager shall then refer the matter to the appropriate council committee.

E. Employee Organization Grievance Procedures.

1. A recognized official of an employee organization may submit written grievances on behalf of the organization or an employee to the appropriate department head with a copy filed with the city manager;
2. The department head shall render a written decision within fifteen calendar days within receipt of the written grievance unless a mutually agreed upon extension of time is set; a copy of the department head's decision will be filed with the city manager;
3. If the employee organization is not satisfied with the decision rendered by the department head, they may request a city manager review of the grievance within ten calendar days of receipt of the department head's decision; failure of the employee organization to take further action within ten calendar days after receipt of the department head's decision or within a total of twenty-five calendar days if no decision is rendered, will constitute withdrawal of the grievance; the city manager shall render his or her written decision within twenty calendar days after receiving the grievance; the city manager's decision shall be final in all cases unless the grievance is subject to policy review of the city council; in such cases, the city manager shall refer the matter to the appropriate council committee.

F. Conduct of Grievance Procedure.

1. The time limits specified in this section may be extended by mutual agreement of the employee or employee organization and the reviewer concerned;
2. The employee may request the assistance of another person of his or her own choosing in preparing his or her written grievance;
3. Employees are assured freedom from reprisal for use of grievance procedures. (Prior code § 3.14.300)

Section 2. Administration of the Grievance Procedure.

1. The Union agrees that whenever investigations or processing of a grievance is to be transacted during working hours, only the amount of time necessary to bring about a prompt disposition of the matter will be utilized.
2. Stewards will be permitted reasonable time off with pay for the investigation and processing of grievances. Stewards, when leaving their work locations to transact such investigations or processing, shall first obtain permission from the Department Head or his/her designees and inform him/her of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work.
3. Upon entering a work location, the Steward shall inform the cognizant Department Head and Supervisor of the nature of his/her business. Permission to leave the job, but not the location, will be granted promptly to the employee unless such absence would cause undue interruption of work. If the employee cannot be made available the Steward will be immediately informed when the employee will be made available.
4. The parties agree that all formal grievances will be processed in accordance with the City's grievance procedure. The parties also agree that any grievance over the interpretation of the terms and conditions of this Agreement may be submitted through the grievance procedure for resolution.
5. The City agrees to alter its formal grievance procedure as follows: Grievances which are not settled pursuant to the grievance procedure at the City Manager's level shall be further considered in the following manner: Upon written response from the City Manager, the affected employee shall have the option of a third party advisory review.

Such advisory review shall be conducted as follows:

- A. The City and Union shall select one representative for the purpose of selecting a third party who shall hold a hearing for the purpose of reviewing the City Manager's decision.
- B. The agreed to third party, shall, as soon a practical, but not later than thirty (30) days, hold closed hearings on the grievance which shall be held in conformity to normal hearing procedures.
- C. Either the City or the Union may call any employee as a witness and the City agrees to release said witness from work if he/she is on duty. Any employee called as a

witness by the City shall be debited for any hours not worked while on such call. Employees called by the Union may be reimbursed by the Union for any loss of pay for time off.

- D. The third party shall have no power to alter, amend, change, add to or subtract from any of the terms of this Memorandum. The opinion of the third party shall be based solely upon the evidence and arguments given by the respective parties in the presence of each other.
- E. Either party may be represented by legal counsel.
- F. Parties shall pay their own expenses except for the third party whose expenses shall be shared equally.
- G. The opinion of the third party shall be strictly advisory and shall be submitted to the employee or his/her designated representative and to the City Manager for his/her further consideration.
- H. No opinion of the third party shall require the exercise of the legislative authority of the City Council nor shall it contravene any existing City Ordinance, City Charter or State law. The opinion of the third party shall be in writing within twenty (20) days from the close of the hearing.

**ARTICLE 13 - EQUAL OPPORTUNITY EMPLOYMENT**

The City and the Union agree that the provisions of this Agreement shall be applied equally to all employees covered herein without favor or discrimination because of race, creed, color, sex, age handicap, marital status, national origin, political or religious affiliations or union membership.

**ARTICLE 14 - PERS PICK-UP**

Except as provided in Article 18 below, at the beginning of the employee's sixth (6<sup>th</sup>) cumulative year of service, the City will pay the full portion of the normal contributions required to be paid by the employee to the Public Employees' Retirement System. Effective with the implementation of the 3% at 60 retirement program, City agrees to pay one (1%) percent of the employee's retirement contribution for employees with less than six (6) cumulative years of service. The City will pay the full portion of the contribution at the beginning of the employee's sixth (6<sup>th</sup>) cumulative year of service. Employees hired subsequent to February 22, 2006 will not receive this one (1%) percent contribution. Such payments by the City shall be reported as normal contributions and shall be credited to

said employees' accounts pursuant to Government Code Section 20615. This PERS pick-up is done in accordance with Section 414H (2) of the Internal Revenue Code.

This article is not applicable to employees hired after January 1, 2013, that are not deemed "classic" members, as a result of the Public Employees' Pension Reform Act of 2013 (PEPRA).

**ARTICLE 15 - COMPENSATION**

Salaries shall be increased for every active employee of the Blue and White Unit as follows:

2.5% effective July 8, 2019

Effective the pay period including July 1, 2020, the City shall provide an increase for all salary ranges in effect for unit classifications equal to the increase in the Consumer Price Index (CPI) for All Urban Consumers in the West Region for the 12 months ending in the December preceding the adjustment. However, regardless of the CPI, the increase shall not be greater than 2.5% or less than 1%.

Effective the pay period including July 1, 2021, the City shall provide an increase for all salary ranges in effect for unit classifications equal to the increase in the Consumer Price Index (CPI) for All Urban Consumers in the West Region for the 12 months ending in the December preceding the adjustment. However, regardless of the CPI, the increase shall not be greater than 2.5% or less than 1%.

**ARTICLE 16 - STAND-BY PAY**

The City and the Union agree that when an employee is designated by management to be available to return to work at any time during specific hours outside of normal working hours the employee shall receive fifty dollars (\$50) per each eight (8) hours on Controlled stand-by or faction thereof effective July 2020. Such pay shall be in addition to any call-back compensation. To the extent feasible, the parties agree that controlled stand-by shall be assigned on an equitable basis to all eligible employees possessing the requisite skills.

Effective January 2021 employees in the following classifications designated by the City to be on standby shall receive \$60 per each 8 hours of standby.

1. Police Service Technician
2. Animal Control Officers
3. Code Enforcement Officers

4. Fire Plans Examiner
5. Fire Prevention/Environmental Officer
6. Hazmat Specialist

**Controlled Standby**

Standby time is controlled where the City of Bakersfield requires an employee during a specific time period to be within (45) minutes driving time from the City limits to the work place or location where the employee is to report. The rate of pay for controlled standby time is the (\$40) dollars per eight (8) hour shift. An employee on controlled standby time is expected to:

- A. Be ready to respond immediately to calls for service.
- B. Be accessible by telephone, pager or City radio.
- C. Remain a reasonable distance, within (45) minutes driving time from the City.
- D. Refrain from activities that may impair the ability of the employee to perform the assigned duties.

**Uncontrolled Standby**

Uncontrolled standby time is uncontrolled where the employee leaves the workplace and is required merely to inform his/her Supervisor of his/her designee of where/how the employee may be contacted, but the employee's activities are not restricted.

**ARTICLE 17 - CALL-BACK**

Section 1. An employee who is directed to return to work to perform additional services after completion of his regular work period shall be authorized a minimum of two hours of work.

Section 2. Any call-back during which the employee performs two or more hours of work shall entitle him to an authorized credit for the number of hours actually worked completed to the nearest one-tenth of an hour (six minutes).

Section 3. In computing work hours during a call-back, employees will be credited up to 30 minutes travel for both reporting and returning home following call-back. The travel time will be included in the two-hour minimum covered in (A) above.

Section 4. Any call-back which occurs prior to and which continue through the beginning of the employees regular work period shall not entitle the employee to the two-hour minimum. The call-back shall entitle the employee to an authorized credit of the number of hours actually worked computed to the nearest one-tenth of an hour (six minutes).

Section 5. Call-back hours which result in additional hours to the basic work week or work period shall be credited to the employee as compensatory time off or paid, as determined by the department head at the employee's applicable overtime rate.

Section 6. The City will discuss appropriate circumstances for phone calls at home with Supervisory personnel.

The parties will continue to discuss call-back issues on a department by department basis.

**ARTICLE 18 - RETIREMENT**

**Section 1.**

**Tier One:** For miscellaneous employees hired on or before, December 20, 2008, the City shall maintain a contract with CalPERS for the provision of a 3% @ 60 (highest 12 months) retirement benefit formula. Tier one employees pay .5% of the employee retirement contribution.

**Section 2.**

**Tier Two:** For "classic" CalPERS members hired on or after December 20, 2008, the City shall maintain a contract with CalPERS for the provision of a 2.7% @ 55 (average of the highest 36 months of service) retirement benefit formula pursuant to CalPERS requirements. At the beginning of the employee's sixth (6<sup>th</sup>) cumulative year of service the City will pay seven and one-half (7.5%) percent of the employee retirement contribution. Concurrently, Tier two employees shall pay .5% of the employee retirement contribution.

**Section 3.**

**Tier Three:** For employees hired on or after January 1, 2013 and classified as "new" members of CalPERS as defined by Public Employees Pension Reform Act (PEPRA), the City shall maintain a contract with CalPERS for the provision of a 2% @ 62 (highest 36 months) retirement benefit formula. Also pursuant to PEPRA, these employees are responsible for paying one-half of the normal cost of this retirement plan.

**Section 4.**

These plans include the Military Service Credit option and the Option 2 Death benefit.

**ARTICLE 19 - PROMOTIONS**

The City agrees that whenever there are, in the employ of the City, a sufficient number of employees who meet the minimum qualifications for an open position and have performed at the standard level or above, the job examination for that position shall be given on a promotional basis. Effective January 2020, the promotional process will be discussed in a labor management committee.

**ARTICLE 20 - CITY INSURANCE CONTRIBUTION**

Medical, Vision and Dental Benefits. The City and employees shall share bi-weekly contributions towards a medical, vision and dental plan for all employees of these Units subject to the following contributions:

	Fee Dental Fee Health Vision	HMO Dental HMO Health Vision	Fee Dental HMO Health Vision	Dental HMO Fee Health Vision	Employee Contribution
Employee Only	80%	80%	80%	80%	20%
Employee +1	80%	80%	80%	80%	20%
Family	80%	80%	80%	80%	20%

The City and Union have agreed that all future meeting and conferring and decisions regarding the structure of medical/dental insurance coverage's shall take place through the Joint City/Employee Medical Insurance Committee. The Committee shall consist of representatives from each Unit and the City. There shall be a good faith effort to make all decisions by October 31st of each year. Discussions as to the City's contribution toward medical/dental insurance shall continue to be determined through the formal meet and confer process between the City and the individual Units.

The 80%/20% premium split shall remain in effect unless an alternative agreement has been reached. Any changes to the health plans shall follow the existing process noted in this Article, whereby the City will meet with the Insurance Committee.

Life Insurance. The City currently provides for Life Insurance of \$30,000. Employees have the option of buying additional Life Insurance beyond \$30,000 at their expense, subject to carrier conditions.

Disability Insurance. Employees in the Blue and White Collar Units may voluntarily participate at their expense, in the long-term disability program currently offered to Supervisory and Management employees. The terms and conditions for this benefit shall be the same as provided for Supervisory and Management employees.

**ARTICLE 21 - SAFETY**

Section 1. The City and the Union agree to abide by all provisions of the California Plan approved in accordance with the provisions of the Federal Occupational Safety and Health Act of 1970 and any legislation as may be passed by the State of California to implement that plan.

Section 2. The City agrees that any safety courses the employees are required to take will be provided on City time with pay.

Section 3. The City agrees to maintain a Safety Program in accordance with and where required by law.

Section 4. The Union agrees to support without qualification, the City's Safety Program and will encourage its members to attend safety courses and to obtain First Aid Certificates if required by the City and made available on City time.

Section 5. Both the City and the Union recognize the need and will strive to reduce the number of industrial injuries among the employees. Employees are expected to report for work in suitable clothing including appropriate footwear for the type of work to be performed.

Section 6. It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment. The Union will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe practices, equipment and conditions and to report any such unsafe practices or conditions to their immediate supervisors. If such condition cannot be satisfactorily remedied by his/her immediate supervisor, any employee has the right to submit the matter either personally or through the Steward to his/her Department Head or his/her designated representative.

Section 7. Classifications, designated by Risk Management or mandated by regulation, shall be provided with hepatitis vaccinations.

Section 8. Light Duty. When due to injury or illness, whether or not the injury or illness is work related and the employee is unable to perform his/her usual duties, the employee may work in a light-duty capacity based on the following conditions:

- A. An employee may work light duty only upon approval of the Department Head upon the recommendation of the appointed City Physician, and only to the extent that the employee's illness or injury is not further aggravated by working in this capacity, nor is a hazard created for other employees.
- B. Human Resources Division, working with the city departments, will identify potential light duty assignments. The employee may perform a light duty assignment within any City department, as determined by the City. The City will determine the availability and duration of light duty assignments.
- C. Individuals will not be assigned to light duty if there is a chance that doing so might result in liability against the City, as determined by the City.
- D. An employee shall accept light duty assignments, if offered, if his/her illness/injury is job related.
- E. An employee denied a requested light duty assignment will be provided a written explanation, if requested.
- F. Industrial light duty assignments have precedence over non-industrial assignments.

Section 9. Safety Equipment. The City and the Union agree that the City will either provide all safety equipment required by the City or will reimburse the employee for purchasing the equipment whenever

such equipment has been required by the City as necessary on the job. Such equipment shall include, but not be limited to, safety shoes, safety glasses, helmets, gloves, boots, life jackets and all related safety items. Both parties agree that the City shall retain the right to determine the minimum specifications of the safety equipment, procurement procedures and limitations and exclusions.

Section 10. Safety Committee. The Union will be allowed to appoint one member from each bargaining unit to serve on the City's Safety Committee.

## **ARTICLE 22 - TRAINING**

The City and Union recognize that the training programs and the advancement of employees to positions of higher skills are matters of great importance and interest to the City, the Union and the employees covered by this Agreement. The City and Union agree that all costs and time for training or instruction required by the City shall be paid by the City; however, the City shall retain the right to determine what training is required for the employee to improve his/her performance on the job and to make such training a condition of employment. Whenever possible and practical, the City will rotate the scheduling of employees into training programs in order to assure employees an equal opportunity in advancing to higher classifications.

## **ARTICLE 23 - PREMIUM COMPENSATION**

The City and the Union agree that it is the intent of Departmental Management, whenever possible, to avoid working an employee out-of-classification for a prolonged period of time.

Section 1. Acting Appointment- The City and the Union agree that Department Heads, with the approval of the City Manager, may assign the full range of duties and responsibilities of a vacant position to a qualified regular employee for a period of time not to exceed six months. Such appointment in excess of six months may be made with the approval of the appropriate civil service board. The compensation for the action appointment shall be within the salary range of the class so assigned with a minimum of 5%.

Section 2. Temporary Assignment- The City and the Union agree that assigning an employee to perform the duties of a higher class will occur only to meet work requirements within the City. When performing duties assigned by the Supervisor, for the majority of the scheduled shift, the employee shall be compensated for the full work day at base rate.

All premium pay practices will conform with PERS rules.

The following table outlines the premium rate per grade temporarily assigned above permanent assignment.

If percentage difference between classifications is:

Range (%)	Premium rate (%)
6 -19	5
20-29	10
30-39	17
40-49	25
50-59	34
60-69	43

The range percentage is the difference between an employee's regular grade at step 1 compared to the higher grade at step 1. Department Head approval will be required if range percentage is 70% and above.

The premium rate column is equivalent to an employee at step 4 of their current grade receiving step 2 of the higher grade.

Section 3. The City and the Union agree that when an employee is assigned as follows, they shall receive a five percent (5%) increase during the period of such lead assignment:

- A. When any Blue Collar or White Collar employee is assigned responsibility over any work release or community service workers.
- B. When any White or Blue Collar employee is assigned lead worker responsibility over a crew of three (3) or more temporary, extra help or full-time employees and whose job description does not include lead responsibilities. A crew of three (3) means, a crew of three (3) including the lead worker.
- C. Unless a supervisor is present, a lead employee is to be designated and paid lead assignment pay for the night sweeper crew.
- D. Except in emergency situations, the City will continue the current practice of assigning work release or community service workers to employees who have voluntarily accepted the responsibility and completed any required training.
- E. When Service Maintenance Workers in the Sewer Division are assigned lead responsibility on a two-person truck, they will be considered as working at the Sewer Maintenance II level and paid out-of-classification assignment.

**ARTICLE 24 - HOLIDAYS**

Section 1. All eligible employees in the Blue and White Collar Units shall observe the following eight-hour holidays with pay:

- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- New Year's Day
- Three Floating Holidays, as provided below.

Employees shall also receive every day designated by the City Council as special holidays in commemoration or in memorial of an extraordinary occurrence as paid holidays.

Section 2. Whenever a holiday falls on a Sunday, the following Monday shall be observed. Whenever a holiday falls on a Saturday, the previous Friday shall be observed as a holiday.

Section 3. Employees assigned to seven-day per week shift schedules shall observe the actual, not the observed holiday. Those days are Independence Day, Veterans Day, Christmas Day and New Years Day.

Section 4. Floating Holidays - Each employee in the Blue and White Collar Unit, who is employed by the City when a floating holiday is credited, shall be eligible for that floating holiday. Floating holiday(s) must have prior departmental approval and shall be consistent with the efficient operation of the affected department and its activities.

- A. Floating holidays shall be utilized as follows on years that Christmas and New Years fall on:
  - 1. Saturday, Sunday, or Monday, three floating holidays will be credited to employees.
  - 2. Tuesday, Wednesday, or Friday, Christmas and New Years Eve will be observed as full day holidays and one floating holiday will be credited each employee.
  - 3. Thursday, the Fridays following Christmas and New Years will be observed as full day holidays and one floating holiday will be credited each employee.

# City Of Bakersfield

## Salary Schedule by Title

Effective: July, 2019

Approved: Nov 20, 2019



Position#	Position Title	Grade Hours	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step5 Monthly	Status	OT
26030	ACCOUNTANT I	180	23.7267	24.9147	26.1672	27.471	28.8456		A
		2080	\$4,112.63	\$4,318.54	\$4,535.65	\$4,761.64	\$4,999.90		
26050	ACCOUNTING CLERK I	030	16.2186	17.0273	17.8822	18.779	19.7138		A
		2080	\$2,811.22	\$2,951.40	\$3,099.57	\$3,255.03	\$3,417.06		
26060	ACCOUNTING CLERK II	055	17.9221	18.819	19.7641	20.7481	21.7884		A
		2080	\$3,106.50	\$3,261.96	\$3,425.77	\$3,596.33	\$3,776.66		
26040	ADMINISTRATIVE ANALYST I	235	26.28	27.594	28.9645	30.4087	31.937		A
		2080	\$4,555.20	\$4,782.96	\$5,020.50	\$5,270.84	\$5,535.74		
26110	ADMINISTRATIVE ANALYST II	285	28.1106	29.5374	31.0319	32.6094	34.2545		A
		2080	\$4,872.51	\$5,119.82	\$5,378.86	\$5,652.29	\$5,937.44		
22010	ADMINISTRATIVE ASSISTANT I	180	23.7267	24.9147	26.1672	27.471	28.8456		A
		2080	\$4,112.63	\$4,318.54	\$4,535.65	\$4,761.64	\$4,999.90		
22020	ADMINISTRATIVE ASSISTANT II	215	25.4292	26.7064	28.0368	29.437	30.9089		A
		2080	\$4,407.73	\$4,629.11	\$4,859.72	\$5,102.41	\$5,357.54		
14140	AIR CONDITIONING TECH I	200	24.1962	25.4128	26.6818	28.0204	29.4278		A
		2080	\$4,194.00	\$4,404.89	\$4,624.84	\$4,856.87	\$5,100.81		
17570	AIR CONDITIONING TECH II	230	25.9458	27.2425	28.6088	30.0294	31.5311		A
		2080	\$4,497.28	\$4,722.02	\$4,958.85	\$5,205.10	\$5,465.38		
27200	ANIMAL CONTROL OFFICER	060	19.2557	20.2192	21.2339	22.2989	23.4131		A
		2080	\$3,337.65	\$3,504.65	\$3,680.54	\$3,865.14	\$4,058.26		
14210	AQUATICS MAINTENANCE TECH	201	24.2054	25.4231	26.6828	28.0235	29.4206		A
		2080	\$4,195.60	\$4,406.67	\$4,625.02	\$4,857.41	\$5,099.57		
25040	ASSOCIATE PLANNER I	235	26.28	27.594	28.9645	30.4087	31.937		A
		2080	\$4,555.20	\$4,782.96	\$5,020.50	\$5,270.84	\$5,535.74		
27060	ASSOCIATE PLANNER II	360	33.0204	34.6778	36.4111	38.2315	40.1472		A
		2080	\$5,723.53	\$6,010.82	\$6,311.25	\$6,626.79	\$6,958.85		
14370	ASST WASTEWATER LAB TECHNICIAN	025	16.0013	16.8008	17.6495	18.5248	19.4525		A
		2080	\$2,773.55	\$2,912.13	\$3,059.24	\$3,210.97	\$3,371.76		
26470	BENEFITS TECHNICIAN	285	28.1106	29.5374	31.0319	32.6094	34.2545		A
		2080	\$4,872.51	\$5,119.82	\$5,378.86	\$5,652.29	\$5,937.44		
27140	BLDG INSPECTOR I	210	25.296	26.5762	27.9108	29.3304	30.8218	O	A
		2080	\$4,384.64	\$4,606.54	\$4,837.86	\$5,083.93	\$5,342.44		
27080	BLDG INSPECTOR II	265	27.8236	29.2207	30.6783	32.2158	33.8209		A
		2080	\$4,822.76	\$5,064.92	\$5,317.56	\$5,584.06	\$5,862.29		
13100	BUILDING MAINTAINER II	030	16.2186	17.0273	17.8822	18.779	19.7138		A
		2080	\$2,811.22	\$2,951.40	\$3,099.57	\$3,255.03	\$3,417.06		
27520	BUYER I	060	19.2557	20.2192	21.2339	22.2989	23.4131		A
		2080	\$3,337.65	\$3,504.65	\$3,680.54	\$3,865.14	\$4,058.26		
27540	BUYER II	180	23.7267	24.9147	26.1672	27.471	28.8456		A

		2080	\$4,112.63	\$4,318.54	\$4,535.65	\$4,761.64	\$4,999.90	
13350	CANAL TENDER II	090	20.0234	21.0207	22.0672	23.1845	24.3366	A
		2080	\$3,470.72	\$3,643.59	\$3,824.99	\$4,018.64	\$4,218.34	
26220	CLERK TYPIST I	005	14.1276	14.8379	15.5739	16.357	17.1759	A
		2080	\$2,448.78	\$2,571.90	\$2,699.47	\$2,835.20	\$2,977.16	
26230	CLERK TYPIST II	025	16.0013	16.8008	17.6495	18.5248	19.4525	A
		2080	\$2,773.55	\$2,912.13	\$3,059.24	\$3,210.97	\$3,371.76	
27250	CODE ENFORCEMENT OFFR I	250	26.5762	27.9108	29.3304	30.8218	32.3623	A
		2080	\$4,606.54	\$4,837.86	\$5,083.93	\$5,342.44	\$5,609.47	
27260	CODE ENFORCEMENT OFFR II	295	29.2207	30.6783	32.2158	33.8301	35.5214	A
		2080	\$5,064.92	\$5,317.56	\$5,584.06	\$5,863.89	\$6,157.04	
26385	COMMUNICATIONS SPECIALIST	055	17.9221	18.819	19.7641	20.7481	21.7884	A
		2080	\$3,106.50	\$3,261.96	\$3,425.77	\$3,596.33	\$3,776.66	
21500	COMMUNITY RELATIONS SPECIALIST	092	20.2161	21.2319	22.2938	23.4161	24.5764	A
		2080	\$3,504.12	\$3,680.19	\$3,864.25	\$4,058.80	\$4,259.91	
25200	COMPUTER DRAFTING TECH I	115	21.9996	23.0881	24.2474	25.462	26.7269	O A
		2080	\$3,813.26	\$4,001.94	\$4,202.88	\$4,413.42	\$4,632.66	
25240	COMPUTER DRAFTING TECH II	225	25.7818	27.0672	28.4222	29.847	31.3363	A
		2080	\$4,468.85	\$4,691.64	\$4,926.52	\$5,173.48	\$5,431.63	
25250	CONSTRUCTION INSPECTOR I	210	25.296	26.5762	27.9108	29.3304	30.8218	A
		2080	\$4,384.64	\$4,606.54	\$4,837.86	\$5,083.93	\$5,342.44	
25260	CONSTRUCTION INSPECTOR II	295	29.2207	30.6783	32.2158	33.8301	35.5214	A
		2080	\$5,064.92	\$5,317.56	\$5,584.06	\$5,863.89	\$6,157.04	
21600	CRIME ANALYST	210	25.296	26.5762	27.9108	29.3304	30.8218	A
		2080	\$4,384.64	\$4,606.54	\$4,837.86	\$5,083.93	\$5,342.44	
26350	DEPUTY CITY CLERK	070	19.6944	20.6804	21.7157	22.8001	23.9317	A
		2080	\$3,413.69	\$3,584.60	\$3,764.05	\$3,952.02	\$4,148.16	
25030	DEVELOPMENT SERVICES TECH	210	25.296	26.5762	27.9108	29.3304	30.8218	A
		2080	\$4,384.64	\$4,606.54	\$4,837.86	\$5,083.93	\$5,342.44	
25065	ECONOMIC DEV PLANNER I	235	26.28	27.594	28.9645	30.4087	31.937	A
		2080	\$4,555.20	\$4,782.96	\$5,020.50	\$5,270.84	\$5,535.74	
25055	ECONOMIC DEV PLANNER II	360	33.0204	34.6778	36.4111	38.2315	40.1472	A
		2080	\$5,723.53	\$6,010.82	\$6,311.25	\$6,626.79	\$6,958.85	
25025	ECONOMIC DEV SPECIALIST	150	23.0195	24.1828	25.377	26.6469	27.9815	A
		2080	\$3,990.04	\$4,191.69	\$4,398.67	\$4,618.80	\$4,850.12	
14130	ELECTRICAL TECHNICIAN I	205	24.6461	25.8874	27.1707	28.5237	29.9638	A
		2080	\$4,272.00	\$4,487.15	\$4,709.59	\$4,944.11	\$5,193.73	
14100	ELECTRICAL TECHNICIAN II	263	27.757	29.1326	30.5932	32.1256	33.7276	A
		2080	\$4,811.21	\$5,049.64	\$5,302.82	\$5,568.43	\$5,846.12	
25120	ENGINEER I	315	30.6311	32.1645	33.7779	35.466	37.2352	A
		2080	\$5,309.39	\$5,575.18	\$5,854.83	\$6,147.44	\$6,454.10	
25150	ENGINEER II	375	35.2282	36.9871	38.8383	40.7858	42.8184	A
		2080	\$6,106.23	\$6,411.10	\$6,731.97	\$7,069.53	\$7,421.85	
25180	ENGINEERING AIDE I	050	17.8032	18.6858	19.6175	20.5923	21.6285	A
		2080	\$3,085.89	\$3,238.86	\$3,400.36	\$3,569.32	\$3,748.94	
25210	ENGINEERING AIDE II	090	20.0234	21.0207	22.0672	23.1845	24.3366	A

		2080	\$3,470.72	\$3,643.59	\$3,824.99	\$4,018.64	\$4,218.34	
25270	ENGINEERING TECHNICIAN I	265	27.8236	29.2207	30.6783	32.2158	33.8209	A
		2080	\$4,822.76	\$5,064.92	\$5,317.56	\$5,584.06	\$5,862.29	
13500	FACILITY WORKER	010	14.7928	15.5298	16.3047	17.1237	17.9857	A
		2080	\$2,564.09	\$2,691.83	\$2,826.14	\$2,968.10	\$3,117.52	
26080	FINANCIAL INVESTIGATOR	070	19.6944	20.6804	21.7157	22.8001	23.9317	A
		2080	\$3,413.69	\$3,584.60	\$3,764.05	\$3,952.02	\$4,148.16	
26100	FINANCIAL INVESTIGATOR II	180	23.7267	24.9147	26.1672	27.471	28.8456	A
		2080	\$4,112.63	\$4,318.54	\$4,535.65	\$4,761.64	\$4,999.90	
26260	FIRE DISPATCHER I	045	18.1148	19.0179	19.9732	20.9746	22.0211	A
		2080	\$3,139.90	\$3,296.43	\$3,462.01	\$3,635.59	\$3,816.99	
26290	FIRE DISPATCHER II	076	20.1095	21.1222	22.1769	23.286	24.4493	A
		2080	\$3,485.64	\$3,661.18	\$3,844.00	\$4,036.23	\$4,237.88	
27040	FIRE PLANS EXAMINER	325	31.6797	33.2818	34.9669	36.7442	38.5954	A
		2080	\$5,491.14	\$5,768.84	\$6,060.92	\$6,368.99	\$6,689.86	
21470	FIRE PREVENTION/ENVIRON OFFR	250	26.5762	27.9108	29.3304	30.8218	32.3623	A
		2080	\$4,606.54	\$4,837.86	\$5,083.93	\$5,342.44	\$5,609.47	
14330	FLEET MECHANIC I	110	21.9688	23.0697	24.2146	25.4292	26.7064	A
		2080	\$3,807.93	\$3,998.74	\$4,197.20	\$4,407.73	\$4,629.11	
14280	FLEET MECHANIC II	245	26.5926	27.922	29.3181	30.7756	32.3203	A
		2080	\$4,609.38	\$4,839.82	\$5,081.80	\$5,334.44	\$5,602.19	
14300	FLEET MECHANIC III	260	27.594	28.985	30.4579	31.9923	33.6159	A
		2080	\$4,782.96	\$5,024.06	\$5,279.37	\$5,545.33	\$5,826.76	
14060	FLEET SERVICE WORKER I	050	17.8032	18.6858	19.6175	20.5923	21.6285	O A
		2080	\$3,085.89	\$3,238.86	\$3,400.36	\$3,569.32	\$3,748.94	
14460	FLEET SERVICE WORKER II	090	20.0234	21.0207	22.0672	23.1845	24.3366	O A
		2080	\$3,470.72	\$3,643.59	\$3,824.99	\$4,018.64	\$4,218.34	
25140	GIS ANALYST	280	27.6812	29.0721	30.5245	32.0538	33.6538	A
		2080	\$4,798.07	\$5,039.16	\$5,290.91	\$5,555.99	\$5,833.33	
25015	GUEST SERVICES REPRESENTATIVE	070	19.6944	20.6804	21.7157	22.8001	23.9317	A
		2080	\$3,413.69	\$3,584.60	\$3,764.05	\$3,952.02	\$4,148.16	
27230	HAZARDOUS MATERIALS SPECIALIST	325	31.6797	33.2818	34.9669	36.7442	38.5954	A
		2080	\$5,491.14	\$5,768.84	\$6,060.92	\$6,368.99	\$6,689.86	
13220	HEAVY EQUIP OPERATOR - WATER	183	23.9922	25.1802	26.444	27.7775	29.1551	A
		2080	\$4,158.64	\$4,364.56	\$4,583.62	\$4,814.77	\$5,053.55	
13240	HEAVY EQUIP OPR - WASTE WATER	183	23.9922	25.1802	26.444	27.7775	29.1551	A
		2080	\$4,158.64	\$4,364.56	\$4,583.62	\$4,814.77	\$5,053.55	
13230	HEAVY EQUIP OPR-SW & RECYCLING	183	23.9922	25.1802	26.444	27.7775	29.1551	A
		2080	\$4,158.64	\$4,364.56	\$4,583.62	\$4,814.77	\$5,053.55	
13210	HEAVY EQUIPMENT OPR - PARKS	183	23.9922	25.1802	26.444	27.7775	29.1551	A
		2080	\$4,158.64	\$4,364.56	\$4,583.62	\$4,814.77	\$5,053.55	
13200	HEAVY EQUIPMENT OPR - STREETS	183	23.9922	25.1802	26.444	27.7775	29.1551	A
		2080	\$4,158.64	\$4,364.56	\$4,583.62	\$4,814.77	\$5,053.55	
27010	HUMAN RESOURCES ANALYST I	235	26.28	27.594	28.9645	30.4087	31.937	A
		2080	\$4,555.20	\$4,782.96	\$5,020.50	\$5,270.84	\$5,535.74	
27000	HUMAN RESOURCES ANALYST II	315	30.6311	32.1645	33.7779	35.466	37.2352	A

		2080	\$5,309.39	\$5,575.18	\$5,854.83	\$6,147.44	\$6,454.10	
26440	HUMAN RESOURCES CLERK	070	19.6944	20.6804	21.7157	22.8001	23.9317	A
		2080	\$3,413.69	\$3,584.60	\$3,764.05	\$3,952.02	\$4,148.16	
24350	INDUSTRIAL WASTE INSPECTOR	210	25.296	26.5762	27.9108	29.3304	30.8218	A
		2080	\$4,384.64	\$4,606.54	\$4,837.86	\$5,083.93	\$5,342.44	
26310	LEGAL SECRETARY	095	20.6784	21.7105	22.8042	23.9368	25.1269	A
		2080	\$3,584.25	\$3,763.16	\$3,952.73	\$4,149.05	\$4,355.32	
13190	LIGHT EQUIPMENT OPERATOR-WATER	094	20.5226	21.5476	22.6177	23.7636	24.9424	A
		2080	\$3,557.24	\$3,734.91	\$3,920.39	\$4,119.02	\$4,323.34	
13180	LIGHT EQUIPMENT OPR - PARKS	094	20.5226	21.5476	22.6177	23.7636	24.9424	A
		2080	\$3,557.24	\$3,734.91	\$3,920.39	\$4,119.02	\$4,323.34	
13170	LIGHT EQUIPMENT OPR - STREETS	094	20.5226	21.5476	22.6177	23.7636	24.9424	A
		2080	\$3,557.24	\$3,734.91	\$3,920.39	\$4,119.02	\$4,323.34	
14200	MAINT CRAFTWORKER I	201	24.2054	25.4231	26.6828	28.0235	29.4206	A
		2080	\$4,195.60	\$4,406.67	\$4,625.02	\$4,857.41	\$5,099.57	
14220	MAINTENANCE CRAFTWORKER II	229	25.9305	27.2414	28.6098	30.0643	31.5905	A
		2080	\$4,494.61	\$4,721.85	\$4,959.03	\$5,211.14	\$5,475.69	
25010	MARKETING & EVENTS SPECIALIST	235	26.28	27.594	28.9645	30.4087	31.937	A
		2080	\$4,555.20	\$4,782.96	\$5,020.50	\$5,270.84	\$5,535.74	
13270	MOTOR SWEEPER OPERATOR	160	23.084	24.2382	25.4518	26.7146	28.0553	A
		2080	\$4,001.23	\$4,201.28	\$4,411.64	\$4,630.53	\$4,862.91	
26410	PARK & LANDSCAPE DESIGNER	350	32.4792	34.1048	35.8115	37.6011	39.482	A
		2080	\$5,629.72	\$5,911.50	\$6,207.32	\$6,517.52	\$6,843.54	
13310	PARK SERVICES COORDINATOR	229	25.9305	27.2414	28.6098	30.0643	31.5905	A
		2080	\$4,494.61	\$4,721.85	\$4,959.03	\$5,211.14	\$5,475.69	
21460	PARKING ENFORCEMENT TECHNICIAN	045	18.1148	19.0179	19.9732	20.9746	22.0211	A
		2080	\$3,139.90	\$3,296.43	\$3,462.01	\$3,635.59	\$3,816.99	
24340	PARTS & INVENTORY SPECIALIST	050	17.8032	18.6858	19.6175	20.5923	21.6285	A
		2080	\$3,085.89	\$3,238.86	\$3,400.36	\$3,569.32	\$3,748.94	
26090	PAYROLL TECHNICIAN	070	19.6944	20.6804	21.7157	22.8001	23.9317	O A
		2080	\$3,413.69	\$3,584.60	\$3,764.05	\$3,952.02	\$4,148.16	
27020	PLAN CHECKER-ELECTRICAL SPEC	325	31.6797	33.2818	34.9669	36.7442	38.5954	A
		2080	\$5,491.14	\$5,768.84	\$6,060.92	\$6,368.99	\$6,689.86	
27050	PLAN CHECKER-RESIDENTIAL SPEC	325	31.6797	33.2818	34.9669	36.7442	38.5954	A
		2080	\$5,491.14	\$5,768.84	\$6,060.92	\$6,368.99	\$6,689.86	
21400	POLICE COMPUTER FORENSIC EXAMI	245	26.5926	27.922	29.3181	30.7756	32.3203	A
		2080	\$4,609.38	\$4,839.82	\$5,081.80	\$5,334.44	\$5,602.19	
26370	POLICE DISPATCHER I	075	19.7149	20.7081	21.7423	22.8288	23.9696	A
		2080	\$3,417.24	\$3,589.40	\$3,768.67	\$3,956.99	\$4,154.74	
26380	POLICE DISPATCHER II	100	20.9736	22.0283	23.124	24.2833	25.5	A
		2080	\$3,635.42	\$3,818.23	\$4,008.16	\$4,209.10	\$4,419.99	
21200	POLICE LAB TECHNICIAN	245	26.5926	27.922	29.3181	30.7756	32.3203	A
		2080	\$4,609.38	\$4,839.82	\$5,081.80	\$5,334.44	\$5,602.19	
21300	POLICE LATENT PRINT EXAMINER	245	26.5926	27.922	29.3181	30.7756	32.3203	O A
		2080	\$4,609.38	\$4,839.82	\$5,081.80	\$5,334.44	\$5,602.19	
27350	POLICE PROPERTY & EQUIPMENT SP	092	20.2161	21.2319	22.2938	23.4161	24.5764	A

		2080	\$3,504.12	\$3,680.19	\$3,864.25	\$4,058.80	\$4,259.91	
26225	POLICE REPORT SPECIALIST	005	14.1276	14.8379	15.5739	16.357	17.1759	A
		2080	\$2,448.78	\$2,571.90	\$2,699.47	\$2,835.20	\$2,977.16	
21450	POLICE SERVICE TECHNICIAN	060	19.2557	20.2192	21.2339	22.2989	23.4131	A
		2080	\$3,337.65	\$3,504.65	\$3,680.54	\$3,865.14	\$4,058.26	
26000	REAL PROPERTY AGENT I	235	26.28	27.594	28.9645	30.4087	31.937	A
		2080	\$4,555.20	\$4,782.96	\$5,020.50	\$5,270.84	\$5,535.74	
26010	REAL PROPERTY AGENT II	360	33.0204	34.6778	36.4111	38.2315	40.1472	A
		2080	\$5,723.53	\$6,010.82	\$6,311.25	\$6,626.79	\$6,958.85	
26360	RECREATION COORDINATOR	060	19.2557	20.2192	21.2339	22.2989	23.4131	A
		2080	\$3,337.65	\$3,504.65	\$3,680.54	\$3,865.14	\$4,058.26	
26020	RECREATION SPECIALIST	180	23.7267	24.9147	26.1672	27.471	28.8456	A
		2080	\$4,112.63	\$4,318.54	\$4,535.65	\$4,761.64	\$4,999.90	
26450	SECRETARY I	055	17.9221	18.819	19.7641	20.7481	21.7884	A
		2080	\$3,106.50	\$3,261.96	\$3,425.77	\$3,596.33	\$3,776.66	
26490	SECRETARY II	070	19.6944	20.6804	21.7157	22.8001	23.9317	A
		2080	\$3,413.69	\$3,584.60	\$3,764.05	\$3,952.02	\$4,148.16	
27205	SENIOR ANIMAL CONTROL OFFICER	040	21.5168	22.5931	23.7226	24.9085	26.1539	A
		2080	\$3,729.58	\$3,916.13	\$4,111.92	\$4,317.48	\$4,533.34	
26460	SENIOR POLICE RECORDS CLERK	070	19.6944	20.6804	21.7157	22.8001	23.9317	A
		2080	\$3,413.69	\$3,584.60	\$3,764.05	\$3,952.02	\$4,148.16	
25160	SENIOR SALES REPRESENTATIVE	235	26.28	27.594	28.9645	30.4087	31.937	O A
		2080	\$4,555.20	\$4,782.96	\$5,020.50	\$5,270.84	\$5,535.74	
14450	SENIOR WW TREATMENT PLANT OPR	265	27.8236	29.2207	30.6783	32.2158	33.8209	A
		2080	\$4,822.76	\$5,064.92	\$5,317.56	\$5,584.06	\$5,862.29	
13700	SERVICE MAINTENANCE WORKER	050	17.8032	18.6858	19.6175	20.5923	21.6285	A
		2080	\$3,085.89	\$3,238.86	\$3,400.36	\$3,569.32	\$3,748.94	
13460	SEWER MAINTAINER II	097	20.8239	21.8622	22.9498	24.109	25.3062	A
		2080	\$3,609.48	\$3,789.45	\$3,977.96	\$4,178.90	\$4,386.41	
13470	SEWER MAINTAINER III	140	22.878	24.0137	25.215	26.4788	27.798	A
		2080	\$3,965.52	\$4,162.37	\$4,370.60	\$4,589.66	\$4,818.32	
13430	SOLID WASTE EQUIPMENT OPERATOR	115	21.9996	23.0881	24.2474	25.462	26.7269	A
		2080	\$3,813.26	\$4,001.94	\$4,202.88	\$4,413.42	\$4,632.66	
25280	SURVEY PARTY CHIEF I	210	25.296	26.5762	27.9108	29.3304	30.8218	A
		2080	\$4,384.64	\$4,606.54	\$4,837.86	\$5,083.93	\$5,342.44	
25300	SURVEY PARTY CHIEF II	265	27.8236	29.2207	30.6783	32.2158	33.8209	A
		2080	\$4,822.76	\$5,064.92	\$5,317.56	\$5,584.06	\$5,862.29	
25101	TECH SYS ANALYST I	300	29.888	31.3783	32.9517	34.5938	36.3229	A
			\$5,180.58	\$5,438.91	\$5,711.63	\$5,996.25	\$6,295.97	
25102	TECH SYS ANALYST II	350	32.4792	34.1048	35.8115	37.6011	39.482	O A
		2912	\$5,629.72	\$5,911.50	\$6,207.32	\$6,517.52	\$6,843.54	
25131	TECH SYS ENG I	365	34.4277	36.1497	37.9568	39.8551	41.8477	O A
			\$5,967.47	\$6,265.95	\$6,579.17	\$6,908.21	\$7,253.60	
25132	TECH SYS ENG II	370	38.5595	40.4875	42.5119	44.6367	46.8692	A
		2912	\$6,683.64	\$7,017.83	\$7,368.73	\$7,737.03	\$8,123.99	
25111	TECH SYS TECH I	150	23.0195	24.1828	25.377	26.6469	27.9815	A

			\$3,990.04	\$4,191.69	\$4,398.67	\$4,618.80	\$4,850.12		
25112	TECH SYS TECH II	235	26.28	27.594	28.9645	30.4087	31.937	O	A
		2912	\$4,555.20	\$4,782.96	\$5,020.50	\$5,270.84	\$5,535.74		
14470	TRADES MAINTENANCE WORKER	090	20.0234	21.0207	22.0672	23.1845	24.3366		A
		2080	\$3,470.72	\$3,643.59	\$3,824.99	\$4,018.64	\$4,218.34		
25290	TRAFFIC OPERATIONS TECHNICIAN	263	27.757	29.1326	30.5932	32.1256	33.7276		A
		2080	\$4,811.21	\$5,049.64	\$5,302.82	\$5,568.43	\$5,846.12		
14190	TRAFFIC PAINTER II	090	20.0234	21.0207	22.0672	23.1845	24.3366		A
		2080	\$3,470.72	\$3,643.59	\$3,824.99	\$4,018.64	\$4,218.34		
17190	TRAFFIC PAINTER III	115	21.9996	23.0881	24.2474	25.462	26.7269		A
		2080	\$3,813.26	\$4,001.94	\$4,202.88	\$4,413.42	\$4,632.66		
15310	TRAFFIC SIGNAL TECHNICIAN	263	27.757	29.1326	30.5932	32.1256	33.7276		A
		2080	\$4,811.21	\$5,049.64	\$5,302.82	\$5,568.43	\$5,846.12		
26250	TRANSCRIBING TYPIST	036	17.054	17.9068	18.8057	19.7425	20.7337		A
		2080	\$2,956.02	\$3,103.84	\$3,259.65	\$3,422.04	\$3,593.84		
13620	TREE MAINTAINER II	097	20.8239	21.8622	22.9498	24.109	25.3062		A
		2080	\$3,609.48	\$3,789.45	\$3,977.96	\$4,178.90	\$4,386.41		
14360	W W TREAT PLANT LAB TECH	165	23.573	24.7517	25.9899	27.2845	28.6549		A
		2080	\$4,085.98	\$4,290.29	\$4,504.92	\$4,729.31	\$4,966.85		
14390	W W TREATMENT PLANT OPR I	065	19.5375	20.5103	22	22.6105	23.739		A
		2080	\$3,386.50	\$3,555.11	\$3,731.00	\$3,919.15	\$4,114.76		
14420	W W TREATMENT PLANT OPR II	115	21.9996	23.0881	24.2474	25.462	26.7269		A
		2080	\$3,813.26	\$4,001.94	\$4,202.88	\$4,413.42	\$4,632.66		
14430	W W TREATMENT PLANT OPR III	229	25.9305	27.2414	28.6098	30.0643	31.5905	O	A
		2080	\$4,494.61	\$4,721.85	\$4,959.03	\$5,211.14	\$5,475.69		
14290	WASTEWATER PLANT MECHANIC	245	26.5926	27.922	29.3181	30.7756	32.3203		A
		2080	\$4,609.38	\$4,839.82	\$5,081.80	\$5,334.44	\$5,602.19		

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

**AMENDMENT NO. 25 TO RESOLUTION NO. 44-93  
SETTING SALARIES AND RELATED BENEFITS FOR  
THE TEMPORARY UNIT**

**WHEREAS**, Resolution No 44-93 sets salaries and related benefits for employees of the Temporary Unit; and

**WHEREAS**, the City desires to make amendment thereof;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Bakersfield that effective immediately following Council action, a portion of the Salary Schedule, a part of Resolution No. 44-93, is hereby amended as follows:

1. Resolution No. 44-93 is hereby amended by revising the salaries of the class titles in the Temporary Unit as listed on the attached salary schedule.

-----oOo-----

I HEREBY CERTIFY that the foregoing Resolution/Ordinance was passed and adopted, by the Council of the City of Bakersfield at a regular meeting thereof held on \_\_\_\_\_ by the following vote:

AYES:	COUNCILMEMBER RIVERA , GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER _____
ABSTAIN:	COUNCILMEMBER _____
ABSENT:	COUNCILMEMBER _____

\_\_\_\_\_  
**JULIE DRIMAKIS**  
CITY CLERK and Ex Officio Clerk of the  
Council of the City of Bakersfield

APPROVED: \_\_\_\_\_

By \_\_\_\_\_  
**KAREN GOH**  
Mayor

APPROVED AS TO FORM:

By \_\_\_\_\_  
**VIRGINIA A. GENNARO**  
CITY ATTORNEY of the City of Bakersfield

# City Of Bakersfield

## Salary Schedule by Title

Effective: July, 2019

Approved: Nov 20, 2019



Position#	Position Title	Grade Hours	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step5 Monthly	Status	OT
26039	ACCOUNTANT I - TEMP	780	23.6099 \$4,092.37	\$0.00	\$0.00	\$0.00	\$0.00		A
26059	ACCOUNTING CLERK I - TEMP	735	16.1386 \$2,797.36	\$0.00	\$0.00	\$0.00	\$0.00		A
26069	ACCOUNTING CLERK II - TEMP	745	17.834 \$3,091.22	\$0.00	\$0.00	\$0.00	\$0.00		A
26049	ADMINISTRATIVE ANALYST I-TEMP	787	26.1508 \$4,532.81	\$0.00	\$0.00	\$0.00	\$0.00		A
22019	ADMINISTRATIVE ASSISTANT I-TEM	780	23.6099 \$4,092.37	\$0.00	\$0.00	\$0.00	\$0.00		A
27209	ANIMAL CONTROL OFFICER - TEMP	737	16.9699 \$2,941.45	\$0.00	\$0.00	\$0.00	\$0.00		A
25049	ASSISTANT PLANNER - TEMP	787	26.1508 \$4,532.81	\$0.00	\$0.00	\$0.00	\$0.00		A
27069	ASSOCIATE PLANNER - TEMP	798	32.8574 \$5,695.28	\$0.00	\$0.00	\$0.00	\$0.00		A
27149	BLDG INSPECTOR I - TEMP	782	25.1709 \$4,362.96	\$0.00	\$0.00	\$0.00	\$0.00		A
27089	BLDG INSPECTOR II - TEMP	790	27.6863 \$4,798.95	\$0.00	\$0.00	\$0.00	\$0.00		A
58609	BUILDING INSPECTOR III - TEMP	610	35.4486 \$6,144.42	\$0.00	\$0.00	\$0.00	\$0.00		C
27169	BUILDING PERMIT TECH - TEMP	782	25.1709 \$4,362.96	\$0.00	\$0.00	\$0.00	\$0.00		A
26221	CLERK TYPIST I - T-STEP	700	12.5563 \$2,176.42	\$0.00	\$0.00	\$0.00	\$0.00		A
26229	CLERK TYPIST I - TEMP	725	14.0579 \$2,436.70	\$0.00	\$0.00	\$0.00	\$0.00		A
26228	CLERK TYPIST I - TEMP T-STEP	700	12.5563 \$2,176.42	\$0.00	\$0.00	\$0.00	\$0.00		A
26239	CLERK TYPIST II - TEMP	732	15.9224 \$2,759.87	\$0.00	\$0.00	\$0.00	\$0.00		A
27259	CODE ENFORCEMENT OFFR I - TEMP	788	26.446 \$4,583.98	\$0.00	\$0.00	\$0.00	\$0.00	O	A
27269	CODE ENFORCEMENT OFFR II-TEMP	793	29.0772						A

			\$5,040.05	\$0.00	\$0.00	\$0.00	\$0.00		
21509	COMMUNITY REL SPECIALIST-TEMP	761	20.1156					O	A
			\$3,486.71	\$0.00	\$0.00	\$0.00	\$0.00		
25209	COMPUTER DRAFTING TECH I-TEMP	770	21.892						A
			\$3,794.60	\$0.00	\$0.00	\$0.00	\$0.00		
25259	CONSTRUCTION INSPECTOR I-TEMP	782	25.1709					O	A
			\$4,362.96	\$0.00	\$0.00	\$0.00	\$0.00		
26179	DATA ENTRY CLERK - TEMP	735	16.1386						A
			\$2,797.36	\$0.00	\$0.00	\$0.00	\$0.00		
25069	DEVELOPMENT ASSOCIATE - TEMP	798	32.8574						A
			\$5,695.28	\$0.00	\$0.00	\$0.00	\$0.00		
14139	ELECTRICAL ASSISTANT - TEMP	871	14.8328					O	A
			\$2,571.01	\$0.00	\$0.00	\$0.00	\$0.00		
25129	ENGINEER I - TEMP	797	30.4794						A
			\$5,283.10	\$0.00	\$0.00	\$0.00	\$0.00		
25159	ENGINEER II - TEMP	799	35.055					O	A
			\$6,076.20	\$0.00	\$0.00	\$0.00	\$0.00		
25189	ENGINEERING AIDE I - TEMP	742	17.7151						A
			\$3,070.61	\$0.00	\$0.00	\$0.00	\$0.00		
13509	FACILITY WORKER - TEMP	860	14.72						A
			\$2,551.47	\$0.00	\$0.00	\$0.00	\$0.00		
13508	FACILITY WORKER - TEMP T	860	14.72						A
			\$2,551.47	\$0.00	\$0.00	\$0.00	\$0.00		
26269	FIRE DISPATCHER I - TEMP	740	18.0257						A
			\$3,124.45	\$0.00	\$0.00	\$0.00	\$0.00		
26299	FIRE DISPATCHER II - TEMP	756	20.0101						A
			\$3,468.41	\$0.00	\$0.00	\$0.00	\$0.00		
32260	FIREFIGHTER TRAINEE - DAYS	F01	19.7675						A
		2080	\$3,426.36	\$0.00	\$0.00	\$0.00	\$0.00		
14435	FLEET MECHANIC I - TEMP	773	21.9688					O	A
		2080	\$3,807.93	\$0.00	\$0.00	\$0.00	\$0.00		
14069	FLEET SERVICE WORKER I - TEMP	742	17.7151					O	A
			\$3,070.61	\$0.00	\$0.00	\$0.00	\$0.00		
14061	FLEET SERVICE WORKER I T-STEP	715	13.8877					O	A
			\$2,407.21	\$0.00	\$0.00	\$0.00	\$0.00		
14068	FLEET SERVICE WORKER I-TEMP-T	715	13.8877					O	A
			\$2,407.21	\$0.00	\$0.00	\$0.00	\$0.00		
90809	HEARING OFFICER - TEMP	978	24						A
			\$4,086.33	\$0.00	\$0.00	\$0.00	\$0.00		
27019	HUMAN RESOURCES ANALYST I TEMP	787	26.1508						A
			\$4,532.81	\$0.00	\$0.00	\$0.00	\$0.00		
26409	HUMAN RESOURCES TECH - TEMP	785	25.3032						A

			\$4,385.88	\$0.00	\$0.00	\$0.00	\$0.00		
24359	INDUSTRIAL WASTE INSPCTR-TEMP	782	25.1709						A
			\$4,362.96	\$0.00	\$0.00	\$0.00	\$0.00		
13499	LABORER - TEMP	840	12						A
			\$2,132.00	\$0.00	\$0.00	\$0.00	\$0.00		
26319	LEGAL SECRETARY - TEMP	765	20.5769						A
			\$3,566.66	\$0.00	\$0.00	\$0.00	\$0.00		
13179	LT EQUIPMENT OPR-STREETS-TEMP	762	20.4211						A
			\$3,539.65	\$0.00	\$0.00	\$0.00	\$0.00		
21469	PARKING ENFORCMENT TECH - TEMP	737	16.9699					O	A
			\$2,941.45	\$0.00	\$0.00	\$0.00	\$0.00		
24349	PARTS & INVENTORY SPEC - TEMP	869	17.7151						A
			\$3,070.61	\$0.00	\$0.00	\$0.00	\$0.00		
27029	PLAN CHECKER - TEMP	794	31.5239						A
			\$5,464.14	\$0.00	\$0.00	\$0.00	\$0.00		
25039	PLANNING TECHNICIAN - TEMP	781	24.0199					O	A
			\$4,163.44	\$0.00	\$0.00	\$0.00	\$0.00		
26379	POLICE DISPATCHER I - TEMP	755	19.6185						A
			\$3,400.54	\$0.00	\$0.00	\$0.00	\$0.00		
26389	POLICE DISPATCHER II - TEMP	767	20.8711						A
			\$3,617.65	\$0.00	\$0.00	\$0.00	\$0.00		
21459	POLICE SERVICE TECHNICIAN-TEMP	750	19.1603						A
			\$3,321.12	\$0.00	\$0.00	\$0.00	\$0.00		
41430	POLICE TRAINEE	P05	23.384	24.55	25.78	27.071	28.426	O	A
		2080	\$4,053.23	\$4,255.29	\$4,468.62	\$4,692.33	\$4,927.13		
59899	PRINCIPAL PLANNER - TEMP	615	40.6771						C
			\$7,050.70	\$0.00	\$0.00	\$0.00	\$0.00		
26459	SECRETARY I - TEMP	745	17.834						A
			\$3,091.22	\$0.00	\$0.00	\$0.00	\$0.00		
26499	SECRETARY II - TEMP	752	19.597						A
			\$3,396.81	\$0.00	\$0.00	\$0.00	\$0.00		
13709	SERVICE MAINTENANCE WKR-TEMP	866	17.7151						A
			\$3,070.61	\$0.00	\$0.00	\$0.00	\$0.00		
13708	SERVICE MAINTENANCE WKR-TEMP T	715	13.8877						A
			\$2,407.21	\$0.00	\$0.00	\$0.00	\$0.00		
13701	SERVICE MAINTENANCE WORKER-T	715	13.8877						A
			\$2,407.21	\$0.00	\$0.00	\$0.00	\$0.00		
14479	TRADES MAINT WORKER - TEMP	877	19.925						A
			\$3,453.66	\$0.00	\$0.00	\$0.00	\$0.00		
14478	TRADES MAINT WORKER TEMP-T	720	15.2448					O	A
			\$2,642.44	\$0.00	\$0.00	\$0.00	\$0.00		

26259	TRANSCRIBING TYPIST-TEMP	737	16.9699							A
			\$2,941.45	\$0.00	\$0.00	\$0.00	\$0.00			
90229	TRANSPORTATION OFFCR III-TEMP	971	21						O	A
			\$3,553.33	\$0.00	\$0.00	\$0.00	\$0.00			
90209	TRANSPORTATION OFFICER I-TEMP	942	18						O	A
			\$3,198.00	\$0.00	\$0.00	\$0.00	\$0.00			
90219	TRANSPORTATION OFFICER II-TEMP	944	19						O	A
			\$3,375.67	\$0.00	\$0.00	\$0.00	\$0.00			



# ADMINISTRATIVE REPORT

**MEETING DATE:** 11/20/2019

Consent – Resolutions d.

**TO:** Honorable Mayor and City Council  
**FROM:** Christi Tenter, Human Resources Manager  
**DATE:** 10/9/2019  
**WARD:**  
**SUBJECT:** Resolution adopting a Recruitment and Retention Incentive for Incumbents of the Police Trainee position for the Bakersfield Police Department.

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## STAFF RECOMMENDATION:

Staff recommends adoption of the resolution.

## BACKGROUND:

In 2014 the International Association of Chiefs of Police (“IACP”) noted in their report on the Bakersfield Police Department (“BPD”) that, “The HR Department’s recruitment efforts successfully attract a large response for each announcement.” The report further noted, historical candidate pools could produce up to 1,200 applicants for consideration.

Despite having large candidate pools interested in joining the BPD there are continuous efforts to monitor trends, not only maintaining BPD as an employer-of-choice, but providing the best candidate pools to join our workforce as law enforcement. From 2015 to current, the average candidate pool is 889.

Bakersfield is not alone in these challenging recruitment efforts. The overall competition for attracting, hiring and retaining Police Officers is at an unprecedented level of difficulty. Countless resources and articles have been published on the topic of how hiring practices will need to adapt to meet policing hiring demands in the 21st Century.

A current trend is to implement hiring incentives. Below is a sample of some recruitment incentives currently advertised:

- Seattle Police Department (SPD) bonuses of up to \$7,500 for new recruits. Goal for SPD is to hire 104 new recruits.
- Palo Alto Police Department bonuses of up to \$25,000
- San Diego Police Department provides a \$15,000 incentive
- City of Monterey, CA provides a \$20,000 incentive
- City of Santa Cruz, CA provides a \$20,000 incentive

- City of Capitola, CA provides a \$10,000 incentive
- City of Seaside, CA is considering a \$30,000 incentive

This action, if approved, would provide up to \$3,000 for Police Trainee positions who complete the BPD academy and up to one year of service. Recent feedback from new graduates indicate funds will help offset initial equipment and uniform expenses upon appointment.

Under the Public Safety & Vital Services (PSVS) measure BPD has a hiring goal of 100 new Police Officers over the next three years. Adding a hiring and retention incentive will aid in supporting and accomplishing this goal.

**ATTACHMENTS:**

Description	Type
□ Recruitment Incentive Resolution	Resolution

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

**A RESOLUTION ADOPTING A RECRUITMENT  
AND RETENTION INCENTIVE FOR INCUMBENTS  
OF THE POLICE TRAINEE POSITION FOR THE  
BAKERSFIELD POLICE DEPARTEMNT**

**WHEREAS**, the Charter of the City of Bakersfield, Section 12, authorizes the City Council to provide for salaries and related benefits for officers and employees of the City; and

**WHEREAS**, the Public Safety & Vital Services (PSVS) measure has provided the need to support the community with hiring additional Police Officers; and

**WHEREAS**, the competition for attracting, hiring and retaining Police Officers is a unprecedented level of difficulty; and

**WHEREAS**, many competing agencies have implemented bonus or incentive programs to entice recruitment and retention efforts.

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

1. The above recitals are true and correct and incorporated herein by reference.
2. Beginning December 1, 2019, a Recruitment and Retention Incentive will be provided to Police Trainees of the Bakersfield Police Department Police Academy in amount not to exceed \$3,000.00 per trainee.
3. The incentive will be deemed applicable to incumbents at the discretion of the Chief of Police, or his designee, and be made known at commencement of each recruitment process by Human Resources.
4. If granted, the incentive will be made payable in two installments of \$1,500.00; payable at acceptance of a job offer for permanent appointment to a Police Officer position and within the first year of service as a Police Officer with the Bakersfield Police Department.
5. Separation of employment for any reason during the established timeframes makes the incentive null and void.

6. A one-time payment of \$1,500.00 will be paid to Police Trainees hired in 2018 who remain employed and the full \$3,000.00 will be made available, as described above, to all Police Trainees hired in 2019 who remain employed.

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**I HEREBY CERTIFY** that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on \_\_\_\_\_, by the following vote:

AYES:	COUNCILMEMBER, RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER _____
ABSTAIN:	COUNCILMEMBER _____
ABSENT:	COUNCILMEMBER _____

\_\_\_\_\_  
**JULIE DRIMAKIS**  
CITY CLERK and EX OFFICIO CLERK of  
the Council of the City of Bakersfield

APPROVED:

By: \_\_\_\_\_  
**KAREN GOH**  
Mayor

APPROVED as to form:

**VIRGINIA GENNARO**  
City Attorney

By: \_\_\_\_\_  
**VIRGINIA A. GENNARO**  
City Attorney



# ADMINISTRATIVE REPORT

**MEETING DATE:** 11/20/2019

Consent – Resolutions e.

**TO:** Honorable Mayor and City Council  
**FROM:** Nick Fidler, Public Works Director  
**DATE:** 10/31/2019  
**WARD:** Ward(s) 1, 2, 7  
**SUBJECT:** Resolutions to add the following territories to the Consolidated Maintenance District and approving, confirming, and adopting the Public Works Director’s Report for each:

1. Area 3-114 (9801 Compagnoni Street) – Ward 7
2. Area 4-203 (314 H Street) – Ward 2
3. Area 5-101 (Tract 7322 – Berkshire Road approximately 1000’ east of South H Street) – Ward 7
4. Area 5-102 (4915 South H Street) – Ward 7
5. Area 5-103 (52 Planz Road) – Ward 1

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## STAFF RECOMMENDATION:

Staff recommends adoption of the Resolutions.

## BACKGROUND:

On October 23, 2019 the Council adopted Resolutions of Intention No. 2023, 2024, 2025, 2026, and 2027 respectively, to add the above territories to the Consolidated Maintenance District as required by Section 13.04.021 of the Municipal Code. Inclusion in the Consolidated Maintenance District will provide for the maintenance of parks and/or street landscaping. For an area where a park has been constructed and/or street landscaping has already been installed, the area will be under the park and streetscape zones of benefit and will be assigned appropriate tier levels during the next Annual Update to the consolidated maintenance district. For an area where a park and/or street landscaping has not been installed, the area will be assigned appropriate tier levels when improvements are constructed.

The addition of these territories to the Consolidated Maintenance District is not prohibited by Proposition 218.

The City of Bakersfield has received a letter from the owner(s) of the properties described above which waives the public hearing concerning inclusion in the Consolidated Maintenance District. This allows the City to expedite the maintenance district process to satisfy the

subdivision requirement. The owner(s) also have submitted a Proposition 218 ballot indicating their consent to the assessments.

In order to provide future property owners with disclosure regarding the inclusion of land in the Consolidated Maintenance District and the estimated maximum annual cost per equivalent dwelling unit, a covenant has been drafted and will be recorded for each territory with the Kern County Assessor-Recorder's Office upon approval of these Resolutions.

**ATTACHMENTS:**

Description	Type
▣ Resolution adding Area 3-114 to the CMD	Resolution
▣ MD 3-114 Exhibit 1	Exhibit
▣ MD 3-114 Exhibit A	Exhibit
▣ MD 3-114 Exhibit B	Exhibit
▣ MD 3-114 Exhibit C	Exhibit
▣ MD 3-114 Exhibit D	Exhibit
▣ MD 3-114 Exhibit E	Exhibit
▣ MD 3-114 Exhibit F	Exhibit
▣ Resolution adding Area 4-203 to the CMD	Resolution
▣ MD 4-203 Exhibit 1	Exhibit
▣ MD 4-203 Exhibit A	Exhibit
▣ MD 4-203 Exhibit B	Exhibit
▣ MD 4-203 Exhibit C	Exhibit
▣ MD 4-203 Exhibit D	Exhibit
▣ MD 4-203 Exhibit E	Exhibit
▣ MD 4-203 Exhibit F	Exhibit
▣ Resolution adding Area 5-101 to the CMD	Resolution
▣ MD 5-101 Exhibit 1	Exhibit
▣ MD 5-101 Exhibit A	Exhibit
▣ MD 5-101 Exhibit B	Exhibit
▣ MD 5-101 Exhibit C	Exhibit
▣ MD 5-101 Exhibit D	Exhibit
▣ MD 5-101 Exhibit E	Exhibit
▣ MD 5-101 Exhibit F	Exhibit
▣ Resolution adding Area 5-102 to the CMD	Resolution
▣ MD 5-102 Exhibit 1	Exhibit
▣ MD 5-102 Exhibit A	Exhibit
▣ MD 5-102 Exhibit B	Exhibit
▣ MD 5-102 Exhibit C	Exhibit
▣ MD 5-102 Exhibit D	Exhibit
▣ MD 5-102 Exhibit E	Exhibit
▣ MD 5-102 Exhibit F	Exhibit
▣ Resolution adding Area 5-103 to the CMD	Resolution
▣ MD 5-103 Exhibit 1	Exhibit
▣ MD 5-103 Exhibit A	Exhibit

- ▣ MD 5-103 Exhibit B Exhibit
- ▣ MD 5-103 Exhibit C Exhibit
- ▣ MD 5-103 Exhibit D Exhibit
- ▣ MD 5-103 Exhibit E Exhibit
- ▣ MD 5-103 Exhibit F Exhibit

**A RESOLUTION ADDING TERRITORY, AREA 3-114 (9801 COMPAGNONI STREET) TO THE CONSOLIDATED MAINTENANCE DISTRICT; ADOPTING, CONFIRMING AND APPROVING THE PUBLIC WORKS DIRECTOR'S REPORT, THE BOUNDARIES OF THE ADDITION, THE FAIRNESS OF THE BENEFIT FORMULA, AND THE AMOUNT OF THE ASSESSMENT TO BE LEVIED AGAINST EACH PARCEL. (WARD 7)**

**WHEREAS**, the Public Works Director has filed with the City Clerk the Public Works Director's Report, including a budget, assessment formula, improvements to be maintained by the district, description of property and proposed assessments; and

**WHEREAS**, Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield provides for a procedure by which the City Council may provide for the payment of the whole or any part of the costs and expenses of maintaining and operating any public improvements which are local in nature, from annual benefit assessments apportioned among the lots or parcels of property within the established Consolidated Maintenance District ("CMD"). The assessments to be placed on parcels within this district area reflect that portion of the cost of maintenance of a public park and public street landscaping ("special benefit") above and beyond the basic cost of maintenance of a public park and public street landscaping throughout the City ("general benefit"); and

**WHEREAS**, as set forth in the attached Public Works Director's Report (Exhibit 1), the property within this new area reflects that portion of the cost of maintenance of public street landscaping and/or a public park, based on the location of said improvements in or near said area, above and beyond the general benefit of parcels within the City that are not part of the CMD. Each parcel within this area will be assessed its proportionate share of special benefit based on its zoning and size.

**WHEREAS**, it is the intention of the City Council of the City of Bakersfield to add Area 3-114, generally described in Exhibit "A" attached hereto, to the CMD, in order to maintain local improvements including street landscaping and/or a public park; and

**WHEREAS**, the City Council of the City of Bakersfield, State of California, heretofore by Resolution of Intention No. 2023 declared its intention to add territory to the CMD, preliminarily confirmed and approved the Public Works Director's Report, the boundaries of the proposed additional territory, the fairness of the benefit formula, and the amount of assessment to be levied against each parcel. Said additional territory shall be designated Area 3-114, as shown and designated on that certain map entitled "Map and Assessment Diagram for Addition of Territory, Area 3-114 (9801 Compagnoni Street), to the Consolidated Maintenance District, Bakersfield, California," for this fiscal year on file in the offices of the City Clerk and Public Works Director, City of Bakersfield; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Bakersfield, State of California, as follows:

1. The foregoing recitals are true and correct and are incorporated herein.
2. The Council hereby adds territory, Area 3-114 to the CMD and confirms and adopts the Public Works Director's Report, including the amounts of assessment for each assessed parcel.
3. Exhibits "A" and "B" describe the additional territory.
4. All parcels within this additional territory shall be assessed an amount not to exceed the amount established in Resolution No. 019-05 per equivalent dwelling unit per year. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index. However, parcels will not be assessed until park and/or street landscape improvements have been installed. When park and/or street landscape improvements have been completed, the appropriate park and street tiers will be assigned, but in no case shall the assessments exceed the amount established in Resolution No. 019-05 as escalated per the above described Consumer Price Index. The benefit formula (Exhibit "C"), budget (Exhibit "D"), assessment roll (Exhibit "E"), and letter from the property owner(s) requesting inclusion in the CMD (Exhibit "F") are attached hereto.
5. The Kern County Tax Collector is hereby authorized to collect such assessments.
6. Beginning in the 2019-2020 fiscal year and each fiscal year thereafter, the Public Works Director is hereby directed to prepare an annual report, as provided in Chapter 13.04 of the Bakersfield Municipal Code, and file it with the City Clerk within the time allowed for placement of assessments on the County tax rolls for the applicable fiscal year. Upon filing of the annual report, the Clerk shall set a hearing before the City Council and give Notice of Hearing in the manner prescribed in Chapter 13.04 of said code.
7. The City Council hereby reserves the right to perform the work of maintenance and operation of the public improvements by City forces or by private contractor. Such determination and election is to be made for each year at the time the budget and assessment is approved for the year in question.

I **HEREBY CERTIFY** that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on \_\_\_\_\_, by the following vote:

AYES: COUCILMEMBER RIVERA , GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER  
NOES: COUCILMEMBER \_\_\_\_\_  
ABSTAIN: COUCILMEMBER \_\_\_\_\_  
ABSENT: COUCILMEMBER \_\_\_\_\_

\_\_\_\_\_  
**JULIE DRIMAKIS, CMC**  
CITY CLERK and Ex Officio Clerk  
of the Council of the City of Bakersfield

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
**KAREN GOH**  
MAYOR of the City of Bakersfield

APPROVED AS TO FORM:  
**VIRGINIA GENNARO**  
City Attorney

By: \_\_\_\_\_  
**RICHARD IGER**  
Deputy City Attorney

Attachments:

Exhibit "1"    Exhibit "D"  
Exhibit "A"    Exhibit "E"  
Exhibit "B"    Exhibit "F"  
Exhibit "C"

## PUBLIC WORKS DIRECTOR'S REPORT

### ADDITION OF TERRITORY, AREA 3-114

Fiscal Year 2019-2020

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is described as 9801 Compagnoni Street and as specifically shown on Map and Assessment Diagram marked Exhibit "B," attached hereto and incorporated herein by reference as though fully set forth, as an area within the City of Bakersfield.

Pursuant to the provisions of Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield, referred to as the Maintenance District Procedure, the Public Works Director makes and files this report and proposed assessment of and upon all parcels of property within the area for the cost of maintaining a public park and public street medians and other public street landscaping. The improvements generally include, but are not limited to, recreation and sports equipment including swings, slides, play structures and storage buildings; picnic facilities including tables, benches, barbecues, trash cans, drinking fountains and restrooms; irrigation system including water mains, sprinklers, fountains, and electrical wires, conduits and timers; plant forms including trees, shrubs, ground cover and turf; and sidewalks and walkways now existing or hereafter to be constructed or planted in and for said area and are of a public nature. The assessment includes the cost of necessary repairs, replacement, water, electricity, care, supervision and any and all other items necessary for the proper maintenance and operation thereof, and all additions and improvements thereto which may hereafter be made.

For many years, public parks, public streets median and other public street landscaping improvements in the City were maintained through traditional tax revenues. After Proposition 13, in 1978, funds available for maintenance and operation of parks, street median and other street landscaping improvements were substantially reduced. At present, the City's budget does not allow for maintenance and operation of park and street landscaping improvements of the type described above. Thus, without funds for maintenance and operating costs from a source other than general tax revenues, the City does not permit new public parks, street median and other street landscaping improvements to be constructed within the City.

Additional territory, as shown in Exhibit "E" is being added to the Consolidated Maintenance District for the maintenance of a park and public street median and other street landscaping. The area will be assigned appropriate park and street tiers in the Consolidated Maintenance District so that each parcel will be assessed the same amount as other parcels receiving a similar benefit.

All parcels within this area shall be assessed an amount not to exceed that established in Resolution No. 019-05 per equivalent dwelling unit (as that term is defined in Exhibit "C") per parcel. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price

Index. However, parcels will not be assessed until park and/or street landscaping have been installed. When park and/or street landscape improvements have been completed, the appropriate park and street tier levels will be assigned, but in no case shall the assessments exceed the amount established in Resolution No. 019-05 as escalated per the above described Consumer Price Index.

All parcels as described in the Benefit Formula on file with the City Clerk within the area will be affected. Sensory benefits from installing street landscaping are aesthetic enhancement and open space enjoyment.

A public park will benefit all the residential lots and public median and street landscaping will benefit all the lots or parcels and will be assessed on an Equivalent Dwelling Unit basis throughout the area. The Benefit Formula is set forth herein as Exhibit "C" and attached hereto and incorporated in this resolution as though fully set forth herein.

**NOW THEREFORE, I, NICK FIDLER**, Director of Public Works of the City of Bakersfield, by virtue of the power vested in me and the order of the Council of said City, hereby submit the Fiscal Year 2019-2020 Budget and Assessment Roll as set forth in Exhibit "D" and Exhibit "E," respectively, attached hereto and incorporated herein as though fully set forth, upon all parcels of property within additional territory subject to be assessed to pay the cost of maintenance and operation in said area.

Dated: \_\_\_\_\_

---

**NICK FIDLER**  
Public Works Director  
City of Bakersfield

**LEGAL DESCRIPTION**

**Area** 3-114

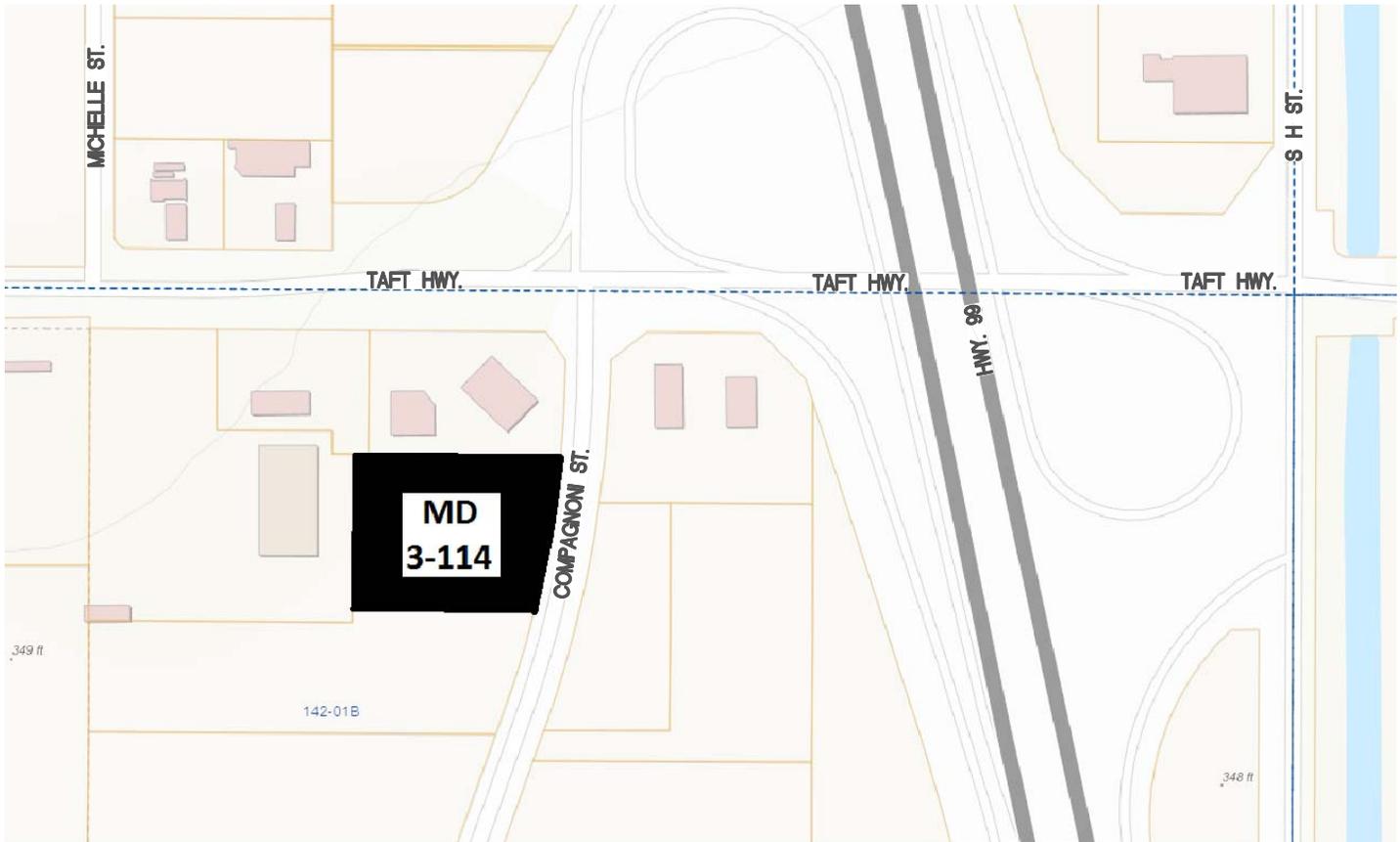
An area located in Section 1, Township 31, Range 27 M.D.B. & M., more particularly described as follows:

SPR 18-0498

9801 Compagnoni St. Bakersfield California

Containing: 1.32 Acres, more or less.

MAP AND ASSESSMENT DIAGRAM  
FOR ADDITION OF TERRITORY  
(AREA 3-114) TO THE  
CONSOLIDATED MAINTENANCE DISTRICT  
BAKERSFIELD, CALIFORNIA



NOT TO SCALE

EXHIBIT "B"

FILE: MD 3-114 SHEET 1 of 1

**CONSOLIDATED MAINTENANCE DISTRICT  
CITY OF BAKERSFIELD  
BENEFIT FORMULA**

Each parcel joining the Consolidated Maintenance District shall be assessed the amount as defined below:

Rate:  
Shall equal the dollar amount shown per the tier level of your zone of the Consolidated Maintenance District on Attachment A "Consolidated Maintenance District Cost per Tier" as approved by City Council Resolution 019-15. As per the Resolution, "Said amounts shall be increased annually by the cost of living increase reflected in the Los Angeles-Riverside-Orange County / All Urban Consumers Consumer Price Index." Tier levels for both Parks and Street Landscaping in the 5 zones of the Consolidated Maintenance District are established by the Recreation and Parks Department through separate policy.

- Multiplied by (EDU): The number of Equivalent Dwelling Units (EDU's as defined below) for the parcel.
- Multiplied by (Tier): The factor for the tier level, which equals the street or tier number. This tier is assigned by the Recreation and Parks Department for the entire area of the Consolidated Maintenance District.
- County Fee(Tier): The County of Kern Assessors Office charges a fee for each parcel added to their tax roll.

**Total Assessment \$= ((Park Rate x Park Tier) x EDU) + ((Street Rate x Street Tier) x EDU) + (County Fee)**

Note: Since Proposition 218 was passed in November 1996, assessment rates for areas formed prior to Proposition 218 have been frozen at their current rate.

Areas formed between November 1996 and January 12, 2005 shall be assessed by the terms stated on their Proposition 218 ballot.

On January 12, 2005 the city passed Resolution 19-05 which allowed for an escalator on the maximum assessment. Any areas formed after Proposition 218 and which have ballots which include this escalator may be increased according to their ballot terms.

A parcel may be added to the City of Bakersfield Consolidated Maintenance District if any of the below conditions occurs:

1. Bakersfield Municipal code 13.04.021:  
"It is the policy of the city to include within a maintenance district all new developments that are subject to the Subdivision Map Act and that benefit from landscaping in the public right-of-way and/or public parks. Nothing shall preclude the city from requesting formation of a maintenance district, or joining a maintenance district, as a condition of a zone change, or general plan amendment, or conditional use permit, or during site plan review where deemed necessary by the city."
2. Bakersfield Municipal Code 13.04.022 (A):  
"No final map or certificate of compliance for a parcel map waiver may be recorded absent establishment of a maintenance district to provide for all future maintenance of any landscaping in the public right-of-way and of any public park required as a condition of approval of the development project for the area covered by the final map or parcel map waiver."
3. City staff determines this is necessary as part of: Site Plan Review Conditions, Zone Change, a General Plan Amendment, or a Conditional Use Permit.

Equivalent Dwelling Units (EDU) shall be assigned using the following policy. EDU's may also be adjusted given special conditions or agreements as necessary to adequately reflect the conditions of the site at the time of formation. Developed Parcels will be assessed by their actual units on their site as per their plans, map, or current use.

- Single Family Residential Parcels: 1 EDU per Parcel
- Mobile Home Parks: 1 EDU per Space / Lot
- Multifamily Residential Parcels: .71 EDU per Unit
- (Commercial / Industrial / Mixed Use): 6 EDU per Acre

Undeveloped ground in its natural state will be assigned EDU's based on their zoning at max theoretical density as used by the City of Bakersfield Planning Dept. Those densities are:

<u>Zone</u>	<u>EDU's per gross acre</u>
R-1	4
R-2	17.42 (max.)
R-3	34.85 (max.)
R-4	72.6 (max.)
E	4.36
R-S	1.82
R-S-1A	1
R-S-2.5A	0.4
R-S-5A	0.2
R-S-10A	0.1

Commercial / Industrial / Mixed Use: 6 EDU per gross acre  
Agricultural: 1 EDU per gross acre

## MAINTENANCE DISTRICT AREA 3-114

Said assessment is made in accordance with the benefit formula attached hereto.

### 2019-2020 BUDGET

<b>Gross Budget Amount Required</b>	\$0.00
(City Staff Services or Contract, Supplies, Materials and Utilities)	
<b>Estimated Beginning Fund Balance(Deficit) **</b>	\$0.00
<b>Less: City Contributions</b>	<u>\$0.00</u>
<b>NET AMOUNT TO BE ASSESSED</b>	\$0.00

\*\* Previous Years Deficits No Longer Carried Forward.

# MAINTENANCE DISTRICT AREA 3-114

## ASSESSMENT ROLL

FISCAL YEAR 2019-2020

Assessor's Tax No.	Total amount to be collected for FY (2019-2020)
184-160-38-00-9	\$0.00
Total	\$0.00

Inclusion of a Subdivision into the Consolidated Maintenance District

**Lakhwinder Singh Turna**

92808 Rockhampton Dr  
Bakersfield CA 93313  
760-333-3351

City of Bakersfield - Public Works Department  
Attn: Jim Schroeter  
1600 Truxtun Avenue  
Bakersfield, California 93301

Dear Mr. Schroeter:

**RE: Inclusion of Site Plan Review #18-0498 a Consolidated Maintenance District (CMD)**  
**ATN: 184-160-38-00-9**

We, the undersigned, as owners of the property included within SPR 18-0498, hereby request that the property be included within the CMD. This request is in accordance with the requirements of Bakersfield Municipal Code Section 13.04.021. Enclosed is a check for \$ 910 as required by the City to cover the costs of this inclusion into the CMD. If requested, our engineer will supply you with a computer disk copy of the map for your use.

We understand that under Proposition 218 and Government Code section 53753 ("applicable law"), a City Council hearing will be held for purposes of including the above property within the CMD and determining the amount of assessments. We hereby waive our right to have a hearing within the time parameters set forth in the applicable law. We further understand that the hearing is scheduled for \_\_\_\_\_, 20\_\_ at 5:15 in the Council Chambers located at 1501 Truxtun Ave., Bakersfield, CA 93301. We hereby waive our right to further notice of that hearing.

Respectfully,



Lakhwinder Singh Turna  
Owner

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

**A RESOLUTION ADDING TERRITORY, AREA 4-203 (314 H STREET) TO THE CONSOLIDATED MAINTENANCE DISTRICT; ADOPTING, CONFIRMING AND APPROVING THE PUBLIC WORKS DIRECTOR'S REPORT, THE BOUNDARIES OF THE ADDITION, THE FAIRNESS OF THE BENEFIT FORMULA, AND THE AMOUNT OF THE ASSESSMENT TO BE LEVIED AGAINST EACH PARCEL. (WARD 2)**

**WHEREAS**, the Public Works Director has filed with the City Clerk the Public Works Director's Report, including a budget, assessment formula, improvements to be maintained by the district, description of property and proposed assessments; and

**WHEREAS**, Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield provides for a procedure by which the City Council may provide for the payment of the whole or any part of the costs and expenses of maintaining and operating any public improvements which are local in nature, from annual benefit assessments apportioned among the lots or parcels of property within the established Consolidated Maintenance District ("CMD"). The assessments to be placed on parcels within this district area reflect that portion of the cost of maintenance of a public park and public street landscaping ("special benefit") above and beyond the basic cost of maintenance of a public park and public street landscaping throughout the City ("general benefit"); and

**WHEREAS**, as set forth in the attached Public Works Director's Report (Exhibit 1), the property within this new area reflects that portion of the cost of maintenance of public street landscaping and/or a public park, based on the location of said improvements in or near said area, above and beyond the general benefit of parcels within the City that are not part of the CMD. Each parcel within this area will be assessed its proportionate share of special benefit based on its zoning and size.

**WHEREAS**, it is the intention of the City Council of the City of Bakersfield to add Area 4-203, generally described in Exhibit "A" attached hereto, to the CMD, in order to maintain local improvements including street landscaping and/or a public park; and

**WHEREAS**, the City Council of the City of Bakersfield, State of California, heretofore by Resolution of Intention No. 2024 declared its intention to add territory to the CMD, preliminarily confirmed and approved the Public Works Director's Report, the boundaries of the proposed additional territory, the fairness of the benefit formula, and the amount of assessment to be levied against each parcel. Said additional territory shall be designated Area 4-203, as shown and designated on that certain map entitled "Map and Assessment Diagram for Addition of Territory, Area 4-203 (314 H Street), to the

Consolidated Maintenance District, Bakersfield, California," for this fiscal year on file in the offices of the City Clerk and Public Works Director, City of Bakersfield; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Bakersfield, State of California, as follows:

1. The foregoing recitals are true and correct and are incorporated herein.
2. The Council hereby adds territory, Area 4-203 to the CMD and confirms and adopts the Public Works Director's Report, including the amounts of assessment for each assessed parcel.
3. Exhibits "A" and "B" describe the additional territory.
4. All parcels within this additional territory shall be assessed an amount not to exceed the amount established in Resolution No. 019-05 per equivalent dwelling unit per year. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index. However, parcels will not be assessed until park and/or street landscape improvements have been installed. When park and/or street landscape improvements have been completed, the appropriate park and street tiers will be assigned, but in no case shall the assessments exceed the amount established in Resolution No. 019-05 as escalated per the above described Consumer Price Index. The benefit formula (Exhibit "C"), budget (Exhibit "D"), assessment roll (Exhibit "E"), and letter from the property owner(s) requesting inclusion in the CMD (Exhibit "F") are attached hereto.
5. The Kern County Tax Collector is hereby authorized to collect such assessments.
6. Beginning in the 2019-2020 fiscal year and each fiscal year thereafter, the Public Works Director is hereby directed to prepare an annual report, as provided in Chapter 13.04 of the Bakersfield Municipal Code, and file it with the City Clerk within the time allowed for placement of assessments on the County tax rolls for the applicable fiscal year. Upon filing of the annual report, the Clerk shall set a hearing before the City Council and give Notice of Hearing in the manner prescribed in Chapter 13.04 of said code.
7. The City Council hereby reserves the right to perform the work of maintenance and operation of the public improvements by City forces or by private contractor. Such determination and election is to be made for each year at the time the budget and assessment is approved for the year in question.

I **HEREBY CERTIFY** that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on \_\_\_\_\_, by the following vote:

AYES: COUCILMEMBER RIVERA , GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER  
NOES: COUCILMEMBER \_\_\_\_\_  
ABSTAIN: COUCILMEMBER \_\_\_\_\_  
ABSENT: COUCILMEMBER \_\_\_\_\_

\_\_\_\_\_  
**JULIE DRIMAKIS, CMC**  
CITY CLERK and Ex Officio Clerk of  
the Council of the City of Bakersfield

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
**KAREN GOH**  
MAYOR of the City of Bakersfield

APPROVED AS TO FORM:  
**VIRGINIA GENNARO**  
City Attorney

By: \_\_\_\_\_  
**RICHARD IGER**  
Deputy City Attorney

Attachments:

Exhibit "1"    Exhibit "D"  
Exhibit "A"    Exhibit "E"  
Exhibit "B"    Exhibit "F"  
Exhibit "C"

## PUBLIC WORKS DIRECTOR'S REPORT

### ADDITION OF TERRITORY, AREA 4-203

Fiscal Year 2019-2020

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is described as 314 H Street and as shown on Map and Assessment Diagram marked Exhibit "B," attached hereto and incorporated herein by reference as though fully set forth, as an area within the City of Bakersfield.

Pursuant to the provisions of Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield, referred to as the Maintenance District Procedure, the Public Works Director makes and files this report and proposed assessment of and upon all parcels of property within the area for the cost of maintaining a public park and public street medians and other public street landscaping. The improvements generally include, but are not limited to, recreation and sports equipment including swings, slides, play structures and storage buildings; picnic facilities including tables, benches, barbecues, trash cans, drinking fountains and restrooms; irrigation system including water mains, sprinklers, fountains, and electrical wires, conduits and timers; plant forms including trees, shrubs, ground cover and turf; and sidewalks and walkways now existing or hereafter to be constructed or planted in and for said area and are of a public nature. The assessment includes the cost of necessary repairs, replacement, water, electricity, care, supervision and any and all other items necessary for the proper maintenance and operation thereof, and all additions and improvements thereto which may hereafter be made.

For many years, public parks, public streets median and other public street landscaping improvements in the City were maintained through traditional tax revenues. After Proposition 13, in 1978, funds available for maintenance and operation of parks, street median and other street landscaping improvements were substantially reduced. At present, the City's budget does not allow for maintenance and operation of park and street landscaping improvements of the type described above. Thus, without funds for maintenance and operating costs from a source other than general tax revenues, the City does not permit new public parks, street median and other street landscaping improvements to be constructed within the City.

Additional territory, as shown in Exhibit "E" is being added to the Consolidated Maintenance District for the maintenance of a park and public street median and other street landscaping. The area will be assigned appropriate park and street tiers in the Consolidated Maintenance District so that each parcel will be assessed the same amount as other parcels receiving a similar benefit.

All parcels within this area shall be assessed an amount not to exceed that established in Resolution No. 019-05 per equivalent dwelling unit (as that term is defined in Exhibit "C") per parcel. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index. However, parcels will not be assessed until park and/or street landscaping have been

installed. When park and/or street landscape improvements have been completed, the appropriate park and street tier levels will be assigned, but in no case shall the assessments exceed the amount established in Resolution No. 019-05 as escalated per the above described Consumer Price Index.

All parcels as described in the Benefit Formula on file with the City Clerk within the area will be affected. Sensory benefits from installing street landscaping are aesthetic enhancement and open space enjoyment.

A public park will benefit all the residential lots and public median and street landscaping will benefit all the lots or parcels and will be assessed on an Equivalent Dwelling Unit basis throughout the area. The Benefit Formula is set forth herein as Exhibit "C" and attached hereto and incorporated in this resolution as though fully set forth herein.

**NOW THEREFORE, I, NICK FIDLER**, Director of Public Works of the City of Bakersfield, by virtue of the power vested in me and the order of the Council of said City, hereby submit the Fiscal Year 2019-2020 Budget and Assessment Roll as set forth in Exhibit "D" and Exhibit "E," respectively, attached hereto and incorporated herein as though fully set forth, upon all parcels of property within additional territory subject to be assessed to pay the cost of maintenance and operation in said area.

Dated: \_\_\_\_\_

---

**NICK FIDLER**

Director of Public Works  
City of Bakersfield

**LEGAL DESCRIPTION**

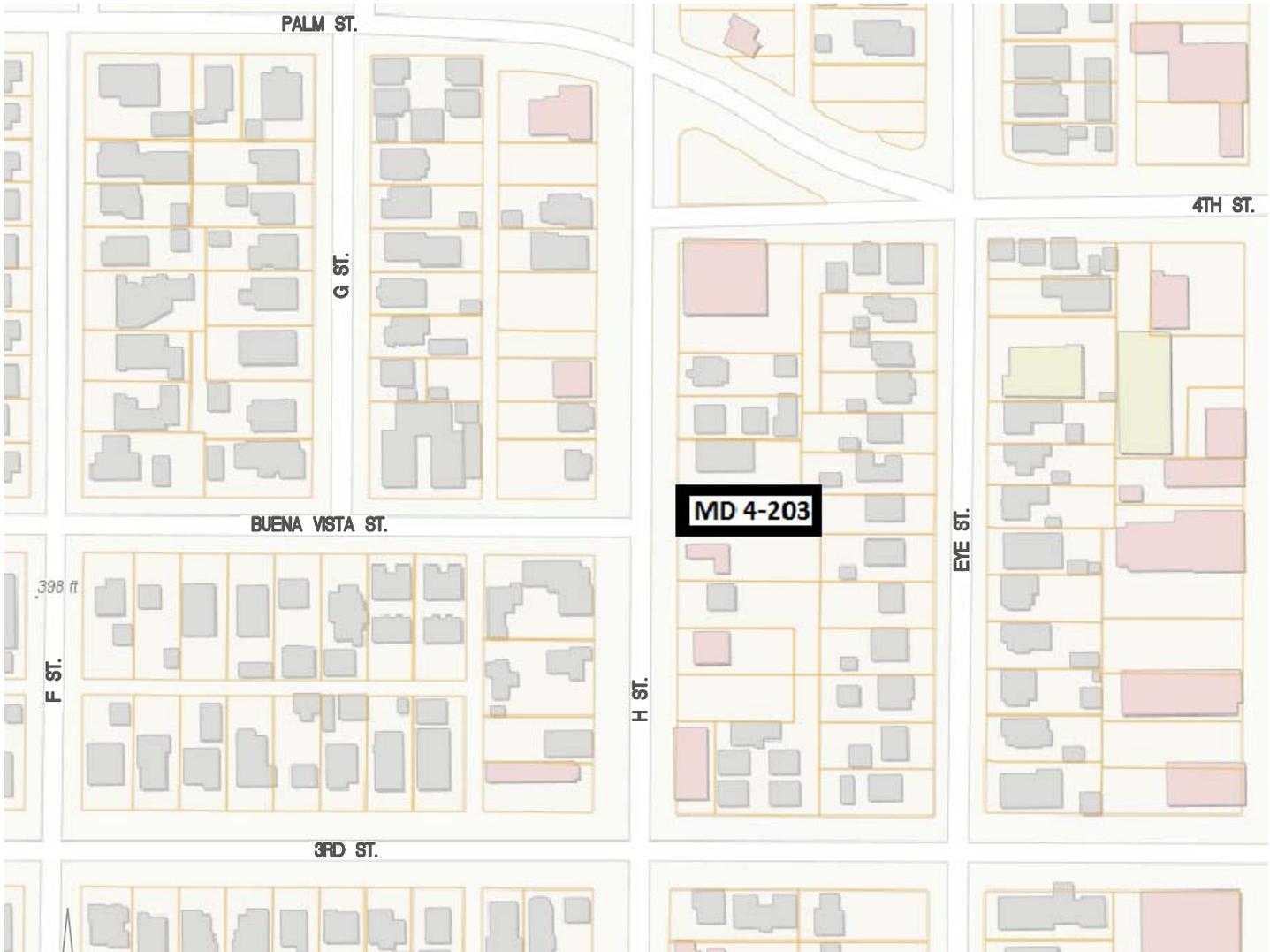
**Area** 4-203

An area located in Section 31, Township 29, Range 28 M.D.B. & M., more particularly described as follows:

CUP 18-0155  
314 H Street Bakersfield California

Containing: 0.19 Acres, more or less.

MAP AND ASSESSMENT DIAGRAM  
FOR ADDITION OF TERRITORY  
(AREA 4-203) TO THE  
CONSOLIDATED MAINTENANCE DISTRICT  
BAKERSFIELD, CALIFORNIA



NOT TO SCALE

EXHIBIT "B"

FILE: MD 4-203 SHEET 1 of 1

**CONSOLIDATED MAINTENANCE DISTRICT  
CITY OF BAKERSFIELD  
BENEFIT FORMULA**

Each parcel joining the Consolidated Maintenance District shall be assessed the amount as defined below:

Rate:  
Shall equal the dollar amount shown per the tier level of your zone of the Consolidated Maintenance District on Attachment A "Consolidated Maintenance District Cost per Tier" as approved by City Council Resolution 019-15. As per the Resolution, "Said amounts shall be increased annually by the cost of living increase reflected in the Los Angeles-Riverside-Orange County / All Urban Consumers Consumer Price Index." Tier levels for both Parks and Street Landscaping in the 5 zones of the Consolidated Maintenance District are established by the Recreation and Parks Department through separate policy.

- Multiplied by (EDU): The number of Equivalent Dwelling Units (EDU's as defined below) for the parcel.
- Multiplied by (Tier): The factor for the tier level, which equals the street or tier number. This tier is assigned by the Recreation and Parks Department for the entire area of the Consolidated Maintenance District.
- County Fee(Tier): The County of Kern Assessors Office charges a fee for each parcel added to their tax roll.

**Total Assessment \$= ((Park Rate x Park Tier) x EDU) + ((Street Rate x Street Tier) x EDU) + (County Fee)**

Note: Since Proposition 218 was passed in November 1996, assessment rates for areas formed prior to Proposition 218 have been frozen at their current rate.

Areas formed between November 1996 and January 12, 2005 shall be assessed by the terms stated on their Proposition 218 ballot.

On January 12, 2005 the city passed Resolution 19-05 which allowed for an escalator on the maximum assessment. Any areas formed after Proposition 218 and which have ballots which include this escalator may be increased according to their ballot terms.

A parcel may be added to the City of Bakersfield Consolidated Maintenance District if any of the below conditions occurs:

1. Bakersfield Municipal code 13.04.021:  
"It is the policy of the city to include within a maintenance district all new developments that are subject to the Subdivision Map Act and that benefit from landscaping in the public right-of-way and/or public parks. Nothing shall preclude the city from requesting formation of a maintenance district, or joining a maintenance district, as a condition of a zone change, or general plan amendment, or conditional use permit, or during site plan review where deemed necessary by the city."
2. Bakersfield Municipal Code 13.04.022 (A):  
"No final map or certificate of compliance for a parcel map waiver may be recorded absent establishment of a maintenance district to provide for all future maintenance of any landscaping in the public right-of-way and of any public park required as a condition of approval of the development project for the area covered by the final map or parcel map waiver."
3. City staff determines this is necessary as part of: Site Plan Review Conditions, Zone Change, a General Plan Amendment, or a Conditional Use Permit.

Equivalent Dwelling Units (EDU) shall be assigned using the following policy. EDU's may also be adjusted given special conditions or agreements as necessary to adequately reflect the conditions of the site at the time of formation. Developed Parcels will be assessed by their actual units on their site as per their plans, map, or current use.

- Single Family Residential Parcels: 1 EDU per Parcel
- Mobile Home Parks: 1 EDU per Space / Lot
- Multifamily Residential Parcels: .71 EDU per Unit
- (Commercial / Industrial / Mixed Use): 6 EDU per Acre

Undeveloped ground in its natural state will be assigned EDU's based on their zoning at max theoretical density as used by the City of Bakersfield Planning Dept. Those densities are:

Zone                      EDU's per gross acre

R-1	4
R-2	17.42 (max.)
R-3	34.85 (max.)
R-4	72.6 (max.)
E	4.36
R-S	1.82
R-S-1A	1
R-S-2.5A	0.4
R-S-5A	0.2
R-S-10A	0.1

Commercial / Industrial / Mixed Use: 6 EDU per gross acre  
Agricultural: 1 EDU per gross acre

## MAINTENANCE DISTRICT AREA 4-203

Said assessment is made in accordance with the benefit formula attached hereto.

### 2019-2020 BUDGET

<b>Gross Budget Amount Required</b>	\$0.00
(City Staff Services or Contract, Supplies, Materials and Utilities)	
<b>Estimated Beginning Fund Balance(Deficit) **</b>	\$0.00
<b>Less: City Contributions</b>	<u>\$0.00</u>
<b>NET AMOUNT TO BE ASSESSED</b>	\$0.00

\*\* Previous Years Deficits No Longer Carried Forward.

# MAINTENANCE DISTRICT AREA 4-203

## ASSESSMENT ROLL

FISCAL YEAR 2019-2020

Assessor's Tax No.	Total amount to be collected for FY (2019-2020)
010-140-22-00-8	\$0.00

Total	\$0.00
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**Inclusion of a Subdivision into the Consolidated Maintenance District**

2/20/19

Joseph A. Leon  
The delToro-Diaz Family Trust  
Tomas & Christina delToro-Diaz, Trustees

City of Bakersfield - Public Works Department  
Attn: Daniel Padilla  
1600 Truxtun Avenue  
Bakersfield, California 93301

Dear Mr. Padilla:

**RE: Inclusion of CUP No. 18-0155/APN 010-140-22-00-8 in a Consolidated Maintenance District (CMD)**

We, the undersigned, as owners of the property included within of **CUP No. 18-0155/APN 010-140-22-00-8** hereby request that the property be included within the CMD. This request is in accordance with the requirements of Bakersfield Municipal Code Section 13.04.021. Enclosed is a check for **\$871** as required by the City to cover the costs of this inclusion into the CMD. If requested, our engineer will supply you with a computer disk copy of the map for your use.

We understand that under Proposition 218 and Government Code section 53753 ("applicable law"), a City Council hearing will be held for purposes of including the above property within the CMD and determining the amount of assessments. We hereby waive our right to have a hearing within the time parameters set forth in the applicable law. We further understand that the hearing is scheduled for \_\_\_\_\_, 20\_\_ at 5:15 in the Council Chambers located at 1501 Truxtun Ave., Bakersfield, CA 93301. We hereby waive our right to further notice of that hearing.

Respectfully,

A handwritten signature in black ink, appearing to read "Joseph A. Leon", followed by a long horizontal flourish.

Joseph A. Leon & The delToro-Diaz Family Trust

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

**A RESOLUTION ADDING TERRITORY, AREA 5-101 (TRACT 7322 – BERKSHIRE ROAD APPROXIMATELY 1000' EAST OF SOUTH H STREET) TO THE CONSOLIDATED MAINTENANCE DISTRICT; ADOPTING, CONFIRMING AND APPROVING THE PUBLIC WORKS DIRECTOR'S REPORT, THE BOUNDARIES OF THE ADDITION, THE FAIRNESS OF THE BENEFIT FORMULA, AND THE AMOUNT OF THE ASSESSMENT TO BE LEVIED AGAINST EACH PARCEL. (WARD 7)**

**WHEREAS**, the Public Works Director has filed with the City Clerk the Public Works Director's Report, including a budget, assessment formula, improvements to be maintained by the district, description of property and proposed assessments; and

**WHEREAS**, Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield provides for a procedure by which the City Council may provide for the payment of the whole or any part of the costs and expenses of maintaining and operating any public improvements which are local in nature, from annual benefit assessments apportioned among the lots or parcels of property within the established Consolidated Maintenance District ("CMD"). The assessments to be placed on parcels within this district area reflect that portion of the cost of maintenance of a public park and public street landscaping ("special benefit") above and beyond the basic cost of maintenance of a public park and public street landscaping throughout the City ("general benefit"); and

**WHEREAS**, as set forth in the attached Public Works Director's Report (Exhibit 1), the property within this new area reflects that portion of the cost of maintenance of public street landscaping and/or a public park, based on the location of said improvements in or near said area, above and beyond the general benefit of parcels within the City that are not part of the CMD. Each parcel within this area will be assessed its proportionate share of special benefit based on its zoning and size.

**WHEREAS**, it is the intention of the City Council of the City of Bakersfield to add Area 5-101, generally described in Exhibit "A" attached hereto, to the CMD, in order to maintain local improvements including street landscaping and/or a public park; and

**WHEREAS**, the City Council of the City of Bakersfield, State of California, heretofore by Resolution of Intention No. 2025 declared its intention to add territory to the CMD, preliminarily confirmed and approved the Public Works Director's Report, the boundaries of the proposed additional territory, the fairness of the benefit formula, and the amount of assessment to be levied against each parcel. Said additional territory shall be designated Area 5-101, as shown and designated on that certain map entitled "Map

and Assessment Diagram for Addition of Territory, Area 5-101 (Tract 7322), to the Consolidated Maintenance District, Bakersfield, California," for this fiscal year on file in the offices of the City Clerk and Public Works Director, City of Bakersfield; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Bakersfield, State of California, as follows:

1. The foregoing recitals are true and correct and are incorporated herein.
2. The Council hereby adds territory, Area 5-101 to the CMD and confirms and adopts the Public Works Director's Report, including the amounts of assessment for each assessed parcel.
3. Exhibits "A" and "B" describe the additional territory.
4. All parcels within this additional territory shall be assessed an amount not to exceed the amount established in Resolution No. 019-05 per equivalent dwelling unit per year. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index. However, parcels will not be assessed until park and/or street landscape improvements have been installed. When park and/or street landscape improvements have been completed, the appropriate park and street tiers will be assigned, but in no case shall the assessments exceed the amount established in Resolution No. 019-05 as escalated per the above described Consumer Price Index. The benefit formula (Exhibit "C"), budget (Exhibit "D"), assessment roll (Exhibit "E"), and letter from the property owner(s) requesting inclusion in the CMD (Exhibit "F") are attached hereto.
5. The Kern County Tax Collector is hereby authorized to collect such assessments.
6. Beginning in the 2019-2020 fiscal year and each fiscal year thereafter, the Public Works Director is hereby directed to prepare an annual report, as provided in Chapter 13.04 of the Bakersfield Municipal Code, and file it with the City Clerk within the time allowed for placement of assessments on the County tax rolls for the applicable fiscal year. Upon filing of the annual report, the Clerk shall set a hearing before the City Council and give Notice of Hearing in the manner prescribed in Chapter 13.04 of said code.
7. The City Council hereby reserves the right to perform the work of maintenance and operation of the public improvements by City forces or by private contractor. Such determination and election is to be made for

each year at the time the budget and assessment is approved for the year in question.

**I HEREBY CERTIFY** that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on \_\_\_\_\_, by the following vote:

AYES:	COUCILMEMBER	RIVERA , GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUCILMEMBER	_____
ABSTAIN:	COUCILMEMBER	_____
ABSENT:	COUCILMEMBER	_____

\_\_\_\_\_  
**JULIE DRIMAKIS, CMC**  
 CITY CLERK and Ex Officio Clerk of  
 the Council of the City of Bakersfield

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
**KAREN GOH**  
 MAYOR of the City of Bakersfield

APPROVED AS TO FORM:  
**VIRGINIA GENNARO**  
 City Attorney

By: \_\_\_\_\_  
**RICHARD IGER**  
 Deputy City Attorney

Attachments:

- Exhibit "1"    Exhibit "D"
- Exhibit "A"    Exhibit "E"
- Exhibit "B"    Exhibit "F"
- Exhibit "C"

## PUBLIC WORKS DIRECTOR'S REPORT

### ADDITION OF TERRITORY, AREA 5-101

Fiscal Year 2019-2020

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is generally described as Tract 7322 – Berkshire Road approximately 1000' east of South H Street and as shown on Map and Assessment Diagram marked Exhibit "B," attached hereto and incorporated herein by reference as though fully set forth, as an area within the City of Bakersfield.

Pursuant to the provisions of Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield, referred to as the Maintenance District Procedure, the Public Works Director makes and files this report and proposed assessment of and upon all parcels of property within the area for the cost of maintaining a public park and public street medians and other public street landscaping. The improvements generally include, but are not limited to, recreation and sports equipment including swings, slides, play structures and storage buildings; picnic facilities including tables, benches, barbecues, trash cans, drinking fountains and restrooms; irrigation system including water mains, sprinklers, fountains, and electrical wires, conduits and timers; plant forms including trees, shrubs, ground cover and turf; and sidewalks and walkways now existing or hereafter to be constructed or planted in and for said area and are of a public nature. The assessment includes the cost of necessary repairs, replacement, water, electricity, care, supervision and any and all other items necessary for the proper maintenance and operation thereof, and all additions and improvements thereto which may hereafter be made.

For many years, public parks, public streets median and other public street landscaping improvements in the City were maintained through traditional tax revenues. After Proposition 13, in 1978, funds available for maintenance and operation of parks, street median and other street landscaping improvements were substantially reduced. At present, the City's budget does not allow for maintenance and operation of park and street landscaping improvements of the type described above. Thus, without funds for maintenance and operating costs from a source other than general tax revenues, the City does not permit new public parks, street median and other street landscaping improvements to be constructed within the City.

Additional territory, as shown in Exhibit "E" is being added to the Consolidated Maintenance District for the maintenance of a park and public street median and other street landscaping. The area will be assigned appropriate park and street tiers in the Consolidated Maintenance District so that each parcel will be assessed the same amount as other parcels receiving a similar benefit.

All parcels within this area shall be assessed an amount not to exceed that established in Resolution No. 019-05 per equivalent dwelling unit (as that term is defined in Exhibit "C") per parcel. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price

Index. However, parcels will not be assessed until park and/or street landscaping have been installed. When park and/or street landscape improvements have been completed, the appropriate park and street tier levels will be assigned, but in no case shall the assessments exceed the amount established in Resolution No. 019-05 as escalated per the above described Consumer Price Index.

All parcels as described in the Benefit Formula on file with the City Clerk within the area will be affected. Sensory benefits from installing street landscaping are aesthetic enhancement and open space enjoyment.

A public park will benefit all the residential lots and public median and street landscaping will benefit all the lots or parcels and will be assessed on an Equivalent Dwelling Unit basis throughout the area. The Benefit Formula is set forth herein as Exhibit "C" and attached hereto and incorporated in this resolution as though fully set forth herein.

**NOW THEREFORE, I, NICK FIDLER**, Director of Public Works of the City of Bakersfield, by virtue of the power vested in me and the order of the Council of said City, hereby submit the Fiscal Year 2019-2020 Budget and Assessment Roll as set forth in Exhibit "D" and Exhibit "E," respectively, attached hereto and incorporated herein as though fully set forth, upon all parcels of property within additional territory subject to be assessed to pay the cost of maintenance and operation in said area.

Dated: \_\_\_\_\_

---

**NICK FIDLER**

Director of Public Works  
City of Bakersfield

**LEGAL DESCRIPTION**

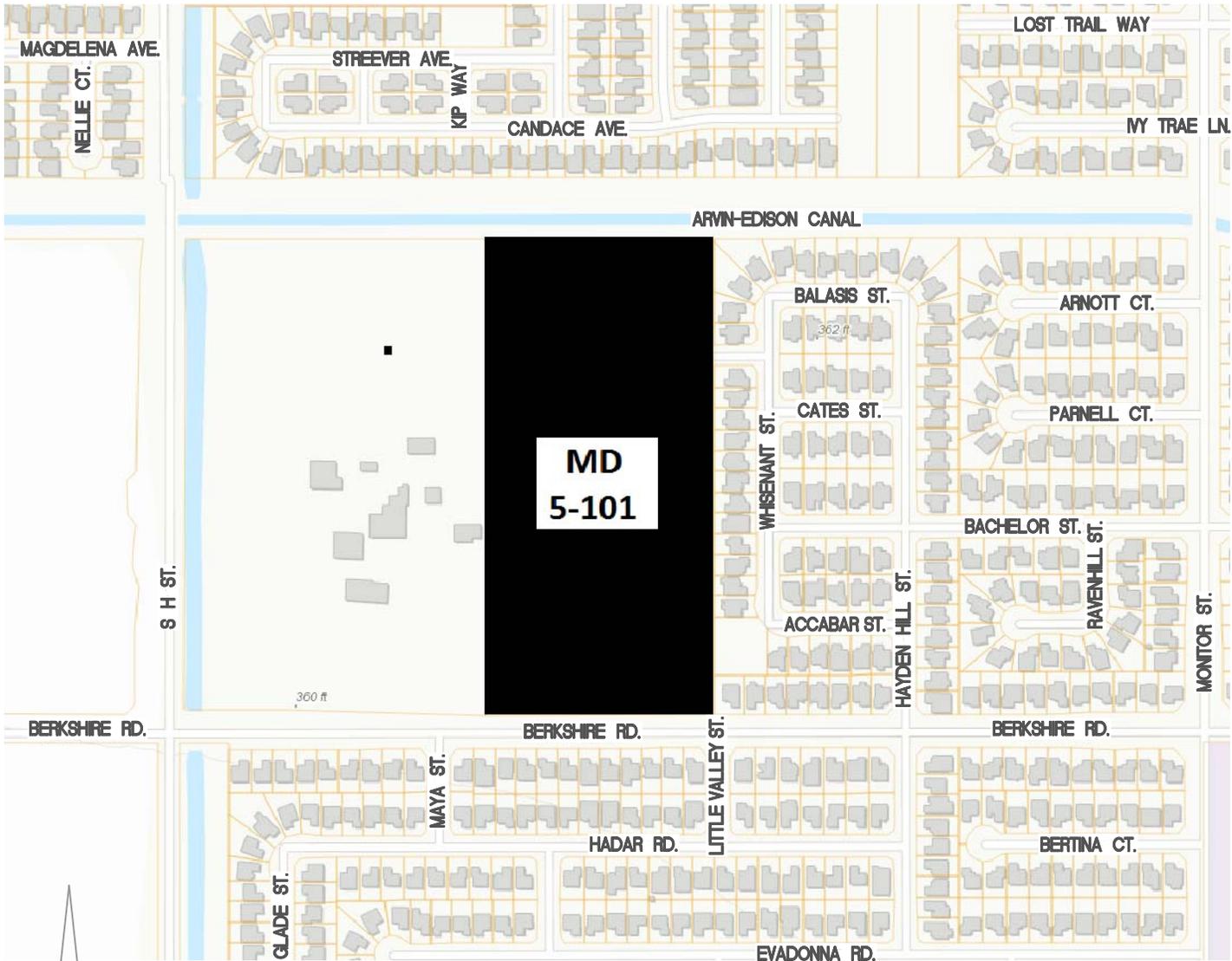
**Area** 5-101

An area located in Section 30, Township 30, Range 28 M.D.B. & M., more particularly described as follows:

Tract 7322  
Berkshire Rd Bakersfield California

Containing: 17.9 Acres, more or less.

# MAP AND ASSESSMENT DIAGRAM FOR ADDITION OF TERRITORY (AREA 5-101) TO THE CONSOLIDATED MAINTENANCE DISTRICT BAKERSFIELD, CALIFORNIA



NOT TO SCALE

**EXHIBIT "B"**

**CONSOLIDATED MAINTENANCE DISTRICT  
CITY OF BAKERSFIELD  
BENEFIT FORMULA**

Each parcel joining the Consolidated Maintenance District shall be assessed the amount as defined below:

Rate:  
Shall equal the dollar amount shown per the tier level of your zone of the Consolidated Maintenance District on Attachment A "Consolidated Maintenance District Cost per Tier" as approved by City Council Resolution 019-15. As per the Resolution, "Said amounts shall be increased annually by the cost of living increase reflected in the Los Angeles-Riverside-Orange County / All Urban Consumers Consumer Price Index." Tier levels for both Parks and Street Landscaping in the 5 zones of the Consolidated Maintenance District are established by the Recreation and Parks Department through separate policy.

- Multiplied by (EDU): The number of Equivalent Dwelling Units (EDU's as defined below) for the parcel.
- Multiplied by (Tier): The factor for the tier level, which equals the street or tier number. This tier is assigned by the Recreation and Parks Department for the entire area of the Consolidated Maintenance District.
- County Fee(Tier): The County of Kern Assessors Office charges a fee for each parcel added to their tax roll.

**Total Assessment \$= ((Park Rate x Park Tier) x EDU) + ((Street Rate x Street Tier) x EDU) + (County Fee)**

Note: Since Proposition 218 was passed in November 1996, assessment rates for areas formed prior to Proposition 218 have been frozen at their current rate.

Areas formed between November 1996 and January 12, 2005 shall be assessed by the terms stated on their Proposition 218 ballot.

On January 12, 2005 the city passed Resolution 19-05 which allowed for an escalator on the maximum assessment. Any areas formed after Proposition 218 and which have ballots which include this escalator may be increased according to their ballot terms.

A parcel may be added to the City of Bakersfield Consolidated Maintenance District if any of the below conditions occurs:

1. Bakersfield Municipal code 13.04.021:  
"It is the policy of the city to include within a maintenance district all new developments that are subject to the Subdivision Map Act and that benefit from landscaping in the public right-of-way and/or public parks. Nothing shall preclude the city from requesting formation of a maintenance district, or joining a maintenance district, as a condition of a zone change, or general plan amendment, or conditional use permit, or during site plan review where deemed necessary by the city."
2. Bakersfield Municipal Code 13.04.022 (A):  
"No final map or certificate of compliance for a parcel map waiver may be recorded absent establishment of a maintenance district to provide for all future maintenance of any landscaping in the public right-of-way and of any public park required as a condition of approval of the development project for the area covered by the final map or parcel map waiver."
3. City staff determines this is necessary as part of: Site Plan Review Conditions, Zone Change, a General Plan Amendment, or a Conditional Use Permit.

Equivalent Dwelling Units (EDU) shall be assigned using the following policy. EDU's may also be adjusted given special conditions or agreements as necessary to adequately reflect the conditions of the site at the time of formation. Developed Parcels will be assessed by their actual units on their site as per their plans, map, or current use.

- Single Family Residential Parcels: 1 EDU per Parcel
- Mobile Home Parks: 1 EDU per Space / Lot
- Multifamily Residential Parcels: .71 EDU per Unit
- (Commercial / Industrial / Mixed Use): 6 EDU per Acre

Undeveloped ground in its natural state will be assigned EDU's based on their zoning at max theoretical density as used by the City of Bakersfield Planning Dept. Those densities are:

Zone                      EDU's per gross acre

R-1	4
R-2	17.42 (max.)
R-3	34.85 (max.)
R-4	72.6 (max.)
E	4.36
R-S	1.82
R-S-1A	1
R-S-2.5A	0.4
R-S-5A	0.2
R-S-10A	0.1

Commercial / Industrial / Mixed Use: 6 EDU per gross acre  
Agricultural: 1 EDU per gross acre

## MAINTENANCE DISTRICT AREA 5-101

Said assessment is made in accordance with the benefit formula attached hereto.

### 2019-2020 BUDGET

<b>Gross Budget Amount Required</b>	\$0.00
(City Staff Services or Contract, Supplies, Materials and Utilities)	
<b>Estimated Beginning Fund Balance(Deficit) **</b>	\$0.00
<b>Less: City Contributions</b>	<u>\$0.00</u>
<b>NET AMOUNT TO BE ASSESSED</b>	\$0.00

\*\* Previous Years Deficits No Longer Carried Forward.

**MAINTENANCE DISTRICT AREA 5-101**

**ASSESSMENT ROLL**

FISCAL YEAR 2019-2020

Assessor's Tax No.	Total amount to be collected for FY (2019-2020)
516-010-35-00-5	\$0.00

Total \$0.00

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

---

City Clerk and Ex Officio Clerk of the  
Council of the City of Bakersfield

**Inclusion of a Subdivision into the Consolidated Maintenance District**

August 2, 2019

City of Bakersfield - Public Works Department  
Attn: Jim Schroeter  
1600 Truxtun Avenue  
Bakersfield, California 93301

Dear Mr. Schroeter:

**RE: Inclusion of Tract Map No. 7322 in a Consolidated Maintenance District (CMD)**

We, the undersigned, as owners of the property included within Tract Map No. 7322 hereby request that the property be included within the CMD. This request is in accordance with the requirements of Bakersfield Municipal Code Section 13.04.021. Enclosed is a check for **\$910.00** as required by the City to cover the costs of this inclusion into the CMD. If requested, our engineer will supply you with a computer disk copy of the map for your use.

We understand that under Proposition 218 and Government Code section 53753 ("applicable law"), a City Council hearing will be held for purposes of including the above property within the CMD and determining the amount of assessments. We hereby waive our right to have a hearing within the time parameters set forth in the applicable law. We further understand that the hearing is scheduled for \_\_\_\_\_, 20\_\_ at 5:15 in the Council Chambers located at 1501 Truxtun Ave., Bakersfield, CA 93301. We hereby waive our right to further notice of that hearing.

Respectfully,

  
Tony Hogg  
Berkshire SH Properties, LLC - Manager

  
Valley Republic Bank - Manager

JANET HOPP, SVP Loan

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

**A RESOLUTION ADDING TERRITORY, AREA 5-102 (4915 SOUTH H STREET) TO THE CONSOLIDATED MAINTENANCE DISTRICT; ADOPTING, CONFIRMING AND APPROVING THE PUBLIC WORKS DIRECTOR'S REPORT, THE BOUNDARIES OF THE ADDITION, THE FAIRNESS OF THE BENEFIT FORMULA, AND THE AMOUNT OF THE ASSESSMENT TO BE LEVIED AGAINST EACH PARCEL. (WARD 7)**

**WHEREAS**, the Public Works Director has filed with the City Clerk the Public Works Director's Report, including a budget, assessment formula, improvements to be maintained by the district, description of property and proposed assessments; and

**WHEREAS**, Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield provides for a procedure by which the City Council may provide for the payment of the whole or any part of the costs and expenses of maintaining and operating any public improvements which are local in nature, from annual benefit assessments apportioned among the lots or parcels of property within the established Consolidated Maintenance District ("CMD"). The assessments to be placed on parcels within this district area reflect that portion of the cost of maintenance of a public park and public street landscaping ("special benefit") above and beyond the basic cost of maintenance of a public park and public street landscaping throughout the City ("general benefit"); and

**WHEREAS**, as set forth in the attached Public Works Director's Report (Exhibit 1), the property within this new area reflects that portion of the cost of maintenance of public street landscaping and/or a public park, based on the location of said improvements in or near said area, above and beyond the general benefit of parcels within the City that are not part of the CMD. Each parcel within this area will be assessed its proportionate share of special benefit based on its zoning and size.

**WHEREAS**, it is the intention of the City Council of the City of Bakersfield to add Area 5-102, generally described in Exhibit "A" attached hereto, to the CMD, in order to maintain local improvements including street landscaping and/or a public park; and

**WHEREAS**, the City Council of the City of Bakersfield, State of California, heretofore by Resolution of Intention No. 2026 declared its intention to add territory to the CMD, preliminarily confirmed and approved the Public Works Director's Report, the boundaries of the proposed additional territory, the fairness of the benefit formula, and the amount of assessment to be levied against each parcel. Said additional territory shall be designated Area 5-102, as shown and designated on that certain map entitled "Map and Assessment Diagram for Addition of Territory, Area 5-102 (4915 South H Street), to the

Consolidated Maintenance District, Bakersfield, California," for this fiscal year on file in the offices of the City Clerk and Public Works Director, City of Bakersfield; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Bakersfield, State of California, as follows:

1. The foregoing recitals are true and correct and are incorporated herein.
2. The Council hereby adds territory, Area 5-102 to the CMD and confirms and adopts the Public Works Director's Report, including the amounts of assessment for each assessed parcel.
3. Exhibits "A" and "B" describe the additional territory.
4. All parcels within this additional territory shall be assessed an amount not to exceed the amount established in Resolution No. 019-05 per equivalent dwelling unit per year. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index. However, parcels will not be assessed until park and/or street landscape improvements have been installed. When park and/or street landscape improvements have been completed, the appropriate park and street tiers will be assigned, but in no case shall the assessments exceed the amount established in Resolution No. 019-05 as escalated per the above described Consumer Price Index. The benefit formula (Exhibit "C"), budget (Exhibit "D"), assessment roll (Exhibit "E"), and letter from the property owner(s) requesting inclusion in the CMD (Exhibit "F") are attached hereto.
5. The Kern County Tax Collector is hereby authorized to collect such assessments.
6. Beginning in the 2019-2020 fiscal year and each fiscal year thereafter, the Public Works Director is hereby directed to prepare an annual report, as provided in Chapter 13.04 of the Bakersfield Municipal Code, and file it with the City Clerk within the time allowed for placement of assessments on the County tax rolls for the applicable fiscal year. Upon filing of the annual report, the Clerk shall set a hearing before the City Council and give Notice of Hearing in the manner prescribed in Chapter 13.04 of said code.
7. The City Council hereby reserves the right to perform the work of maintenance and operation of the public improvements by City forces or by private contractor. Such determination and election is to be made for each year at the time the budget and assessment is approved for the year in question.

I **HEREBY CERTIFY** that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on \_\_\_\_\_, by the following vote:

AYES: COUCILMEMBER RIVERA , GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER  
NOES: COUCILMEMBER \_\_\_\_\_  
ABSTAIN: COUCILMEMBER \_\_\_\_\_  
ABSENT: COUCILMEMBER \_\_\_\_\_

\_\_\_\_\_  
**JULIE DRIMAKIS, CMC**  
CITY CLERK and Ex Officio Clerk of  
the Council of the City of Bakersfield

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
**KAREN GOH**  
MAYOR of the City of Bakersfield

APPROVED AS TO FORM:  
**VIRGINIA GENNARO**  
City Attorney

By: \_\_\_\_\_  
**RICHARD IGER**  
Deputy City Attorney

Attachments:

Exhibit "1"    Exhibit "D"  
Exhibit "A"    Exhibit "E"  
Exhibit "B"    Exhibit "F"  
Exhibit "C"

## PUBLIC WORKS DIRECTOR'S REPORT

### ADDITION OF TERRITORY, AREA 5-102

Fiscal Year 2019-2020

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is described as 4915 South H Street and as shown on Map and Assessment Diagram marked Exhibit "B," attached hereto and incorporated herein by reference as though fully set forth, as an area within the City of Bakersfield.

Pursuant to the provisions of Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield, referred to as the Maintenance District Procedure, the Public Works Director makes and files this report and proposed assessment of and upon all parcels of property within the area for the cost of maintaining a public park and public street medians and other public street landscaping. The improvements generally include, but are not limited to, recreation and sports equipment including swings, slides, play structures and storage buildings; picnic facilities including tables, benches, barbecues, trash cans, drinking fountains and restrooms; irrigation system including water mains, sprinklers, fountains, and electrical wires, conduits and timers; plant forms including trees, shrubs, ground cover and turf; and sidewalks and walkways now existing or hereafter to be constructed or planted in and for said area and are of a public nature. The assessment includes the cost of necessary repairs, replacement, water, electricity, care, supervision and any and all other items necessary for the proper maintenance and operation thereof, and all additions and improvements thereto which may hereafter be made.

For many years, public parks, public streets median and other public street landscaping improvements in the City were maintained through traditional tax revenues. After Proposition 13, in 1978, funds available for maintenance and operation of parks, street median and other street landscaping improvements were substantially reduced. At present, the City's budget does not allow for maintenance and operation of park and street landscaping improvements of the type described above. Thus, without funds for maintenance and operating costs from a source other than general tax revenues, the City does not permit new public parks, street median and other street landscaping improvements to be constructed within the City.

Additional territory, as shown in Exhibit "E" is being added to the Consolidated Maintenance District for the maintenance of a park and public street median and other street landscaping. The area will be assigned appropriate park and street tiers in the Consolidated Maintenance District so that each parcel will be assessed the same amount as other parcels receiving a similar benefit.

All parcels within this area shall be assessed an amount not to exceed that established in Resolution No. 019-05 per equivalent dwelling unit (as that term is defined in Exhibit "C") per parcel. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index. However, parcels will not be assessed until park and/or street landscaping have been

installed. When park and/or street landscape improvements have been completed, the appropriate park and street tier levels will be assigned, but in no case shall the assessments exceed the amount established in Resolution No. 019-05 as escalated per the above described Consumer Price Index.

All parcels as described in the Benefit Formula on file with the City Clerk within the area will be affected. Sensory benefits from installing street landscaping are aesthetic enhancement and open space enjoyment.

A public park will benefit all the residential lots and public median and street landscaping will benefit all the lots or parcels and will be assessed on an Equivalent Dwelling Unit basis throughout the area. The Benefit Formula is set forth herein as Exhibit "C" and attached hereto and incorporated in this resolution as though fully set forth herein.

**NOW THEREFORE, I, NICK FIDLER**, Director of Public Works of the City of Bakersfield, by virtue of the power vested in me and the order of the Council of said City, hereby submit the Fiscal Year 2019-2020 Budget and Assessment Roll as set forth in Exhibit "D" and Exhibit "E," respectively, attached hereto and incorporated herein as though fully set forth, upon all parcels of property within additional territory subject to be assessed to pay the cost of maintenance and operation in said area.

Dated: \_\_\_\_\_

---

**NICK FIDLER**

Director of Public Works  
City of Bakersfield

**LEGAL DESCRIPTION**

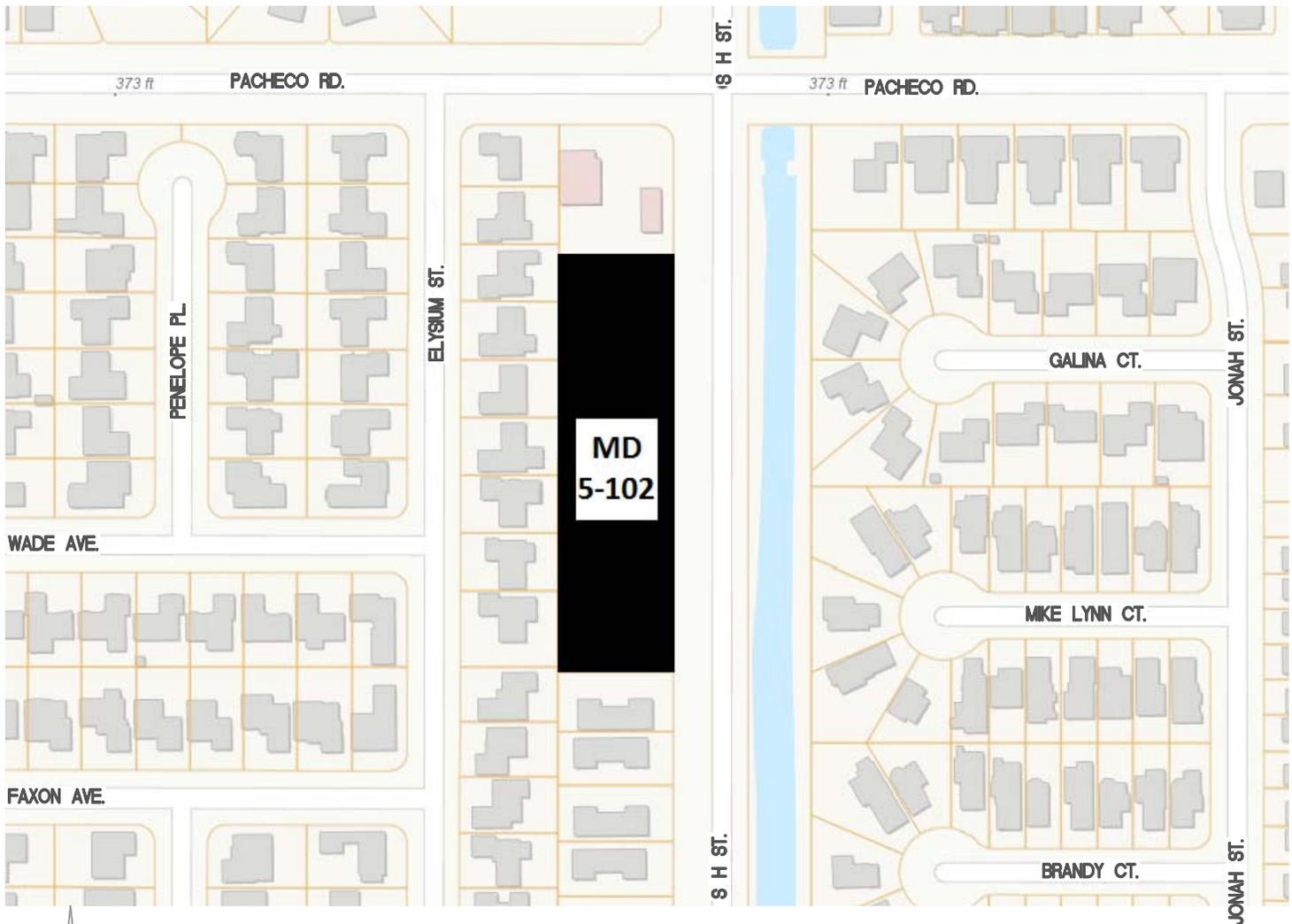
**Area** 5-102

An area located in Section 24, Township 30, Range 27 M.D.B. & M., more particularly described as follows:

SPR 19-0175  
4915 South H Street Bakersfield California

Containing: 1.39 Acres, more or less.

MAP AND ASSESSMENT DIAGRAM  
FOR ADDITION OF TERRITORY  
(AREA 5-102) TO THE  
CONSOLIDATED MAINTENANCE DISTRICT  
BAKERSFIELD, CALIFORNIA



NOT TO SCALE

**EXHIBIT "B"**

FILE: MD 5-102 SHEET 1 of 1

**CONSOLIDATED MAINTENANCE DISTRICT  
CITY OF BAKERSFIELD  
BENEFIT FORMULA**

Each parcel joining the Consolidated Maintenance District shall be assessed the amount as defined below:

Rate:  
Shall equal the dollar amount shown per the tier level of your zone of the Consolidated Maintenance District on Attachment A "Consolidated Maintenance District Cost per Tier" as approved by City Council Resolution 019-15. As per the Resolution, "Said amounts shall be increased annually by the cost of living increase reflected in the Los Angeles-Riverside-Orange County / All Urban Consumers Consumer Price Index." Tier levels for both Parks and Street Landscaping in the 5 zones of the Consolidated Maintenance District are established by the Recreation and Parks Department through separate policy.

- Multiplied by (EDU): The number of Equivalent Dwelling Units (EDU's as defined below) for the parcel.
- Multiplied by (Tier): The factor for the tier level, which equals the street or tier number. This tier is assigned by the Recreation and Parks Department for the entire area of the Consolidated Maintenance District.
- County Fee(Tier): The County of Kern Assessors Office charges a fee for each parcel added to their tax roll.

**Total Assessment \$= ((Park Rate x Park Tier) x EDU) + ((Street Rate x Street Tier) x EDU) + (County Fee)**

Note: Since Proposition 218 was passed in November 1996, assessment rates for areas formed prior to Proposition 218 have been frozen at their current rate.

Areas formed between November 1996 and January 12, 2005 shall be assessed by the terms stated on their Proposition 218 ballot.

On January 12, 2005 the city passed Resolution 19-05 which allowed for an escalator on the maximum assessment. Any areas formed after Proposition 218 and which have ballots which include this escalator may be increased according to their ballot terms.

A parcel may be added to the City of Bakersfield Consolidated Maintenance District if any of the below conditions occurs:

1. Bakersfield Municipal code 13.04.021:  
"It is the policy of the city to include within a maintenance district all new developments that are subject to the Subdivision Map Act and that benefit from landscaping in the public right-of-way and/or public parks. Nothing shall preclude the city from requesting formation of a maintenance district, or joining a maintenance district, as a condition of a zone change, or general plan amendment, or conditional use permit, or during site plan review where deemed necessary by the city."
2. Bakersfield Municipal Code 13.04.022 (A):  
"No final map or certificate of compliance for a parcel map waiver may be recorded absent establishment of a maintenance district to provide for all future maintenance of any landscaping in the public right-of-way and of any public park required as a condition of approval of the development project for the area covered by the final map or parcel map waiver."
3. City staff determines this is necessary as part of: Site Plan Review Conditions, Zone Change, a General Plan Amendment, or a Conditional Use Permit.

Equivalent Dwelling Units (EDU) shall be assigned using the following policy. EDU's may also be adjusted given special conditions or agreements as necessary to adequately reflect the conditions of the site at the time of formation. Developed Parcels will be assessed by their actual units on their site as per their plans, map, or current use.

- Single Family Residential Parcels: 1 EDU per Parcel
- Mobile Home Parks: 1 EDU per Space / Lot
- Multifamily Residential Parcels: .71 EDU per Unit
- (Commercial / Industrial / Mixed Use): 6 EDU per Acre

Undeveloped ground in its natural state will be assigned EDU's based on their zoning at max theoretical density as used by the City of Bakersfield Planning Dept. Those densities are:

Zone                      EDU's per gross acre

R-1	4
R-2	17.42 (max.)
R-3	34.85 (max.)
R-4	72.6 (max.)
E	4.36
R-S	1.82
R-S-1A	1
R-S-2.5A	0.4
R-S-5A	0.2
R-S-10A	0.1

Commercial / Industrial / Mixed Use: 6 EDU per gross acre  
Agricultural: 1 EDU per gross acre

## MAINTENANCE DISTRICT AREA 5-102

Said assessment is made in accordance with the benefit formula attached hereto.

### 2019-2020 BUDGET

<b>Gross Budget Amount Required</b>	\$0.00
(City Staff Services or Contract, Supplies, Materials and Utilities)	
<b>Estimated Beginning Fund Balance(Deficit) **</b>	\$0.00
<b>Less: City Contributions</b>	<u>\$0.00</u>
<b>NET AMOUNT TO BE ASSESSED</b>	\$0.00

\*\* Previous Years Deficits No Longer Carried Forward.

# MAINTENANCE DISTRICT AREA 5-102

## ASSESSMENT ROLL

FISCAL YEAR 2019-2020

Assessor's Tax No.	Total amount to be collected for FY (2019-2020)
372-031-12-00-3	\$0.00

Total \$0.00

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

---

City Clerk and Ex Officio Clerk of the  
Council of the City of Bakersfield

**EXHIBIT E**

**Inclusion of a Subdivision into the Consolidated Maintenance District**

(LETTERHEAD)

(Date)

City of Bakersfield - Public Works Department  
Attn: Jim Schroeter  
1600 Truxtun Avenue  
Bakersfield, California 93301

Dear Mr. Schroeter:

RE: Inclusion of (choose one of the following) ~~Tract Map~~ • ~~Parcel Map~~ • ~~Parcel Map~~  
Waiver-No. SPR 19-0175 in a Consolidated Maintenance District (CMD)

We, the undersigned, as owners of the property included within (choose one of the following) Tract Map • Parcel Map • Parcel Map Waiver • No. SPR 19-0175 hereby request that the property be included within the CMD. This request is in accordance with the requirements of Bakersfield Municipal Code Section 13.04.021. Enclosed is a check for \$ 910 as required by the City to cover the costs of this inclusion into the CMD. If requested, our engineer will supply you with a computer disk copy of the map for your use.

We understand that under Proposition 218 and Government Code section 53753 ("applicable law"), a City Council hearing will be held for purposes of including the above property within the CMD and determining the amount of assessments. We hereby waive our right to have a hearing within the time parameters set forth in the applicable law. We further understand that the hearing is scheduled for \_\_\_\_\_, 20\_\_ at 5:15 in the Council Chambers located at 1501 Truxtun Ave., Bakersfield, CA 93301. We hereby waive our right to further notice of that hearing.

Respectfully,

  
(Name) GURMINDER SINGH  
(Title) Partner/owner.

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

**A RESOLUTION ADDING TERRITORY, AREA 5-103 (52 PLANZ ROAD) TO THE CONSOLIDATED MAINTENANCE DISTRICT; ADOPTING, CONFIRMING AND APPROVING THE PUBLIC WORKS DIRECTOR'S REPORT, THE BOUNDARIES OF THE ADDITION, THE FAIRNESS OF THE BENEFIT FORMULA, AND THE AMOUNT OF THE ASSESSMENT TO BE LEVIED AGAINST EACH PARCEL. (WARD 1)**

**WHEREAS**, the Public Works Director has filed with the City Clerk the Public Works Director's Report, including a budget, assessment formula, improvements to be maintained by the district, description of property and proposed assessments; and

**WHEREAS**, Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield provides for a procedure by which the City Council may provide for the payment of the whole or any part of the costs and expenses of maintaining and operating any public improvements which are local in nature, from annual benefit assessments apportioned among the lots or parcels of property within the established Consolidated Maintenance District ("CMD"). The assessments to be placed on parcels within this district area reflect that portion of the cost of maintenance of a public park and public street landscaping ("special benefit") above and beyond the basic cost of maintenance of a public park and public street landscaping throughout the City ("general benefit"); and

**WHEREAS**, as set forth in the attached Public Works Director's Report (Exhibit 1), the property within this new area reflects that portion of the cost of maintenance of public street landscaping and/or a public park, based on the location of said improvements in or near said area, above and beyond the general benefit of parcels within the City that are not part of the CMD. Each parcel within this area will be assessed its proportionate share of special benefit based on its zoning and size.

**WHEREAS**, it is the intention of the City Council of the City of Bakersfield to add Area 5-103, generally described in Exhibit "A" attached hereto, to the CMD, in order to maintain local improvements including street landscaping and/or a public park; and

**WHEREAS**, the City Council of the City of Bakersfield, State of California, heretofore by Resolution of Intention No. 2027 declared its intention to add territory to the CMD, preliminarily confirmed and approved the Public Works Director's Report, the boundaries of the proposed additional territory, the fairness of the benefit formula, and the amount of assessment to be levied against each parcel. Said additional territory shall be designated Area 5-103, as shown and designated on that certain map entitled "Map and Assessment Diagram for Addition of Territory, Area 5-103 (52 Planz Road), to the

Consolidated Maintenance District, Bakersfield, California," for this fiscal year on file in the offices of the City Clerk and Public Works Director, City of Bakersfield; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Bakersfield, State of California, as follows:

1. The foregoing recitals are true and correct and are incorporated herein.
2. The Council hereby adds territory, Area 5-103 to the CMD and confirms and adopts the Public Works Director's Report, including the amounts of assessment for each assessed parcel.
3. Exhibits "A" and "B" describe the additional territory.
4. All parcels within this additional territory shall be assessed an amount not to exceed the amount established in Resolution No. 019-05 per equivalent dwelling unit per year. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index. However, parcels will not be assessed until park and/or street landscape improvements have been installed. When park and/or street landscape improvements have been completed, the appropriate park and street tiers will be assigned, but in no case shall the assessments exceed the amount established in Resolution No. 019-05 as escalated per the above described Consumer Price Index. The benefit formula (Exhibit "C"), budget (Exhibit "D"), assessment roll (Exhibit "E"), and letter from the property owner(s) requesting inclusion in the CMD (Exhibit "F") are attached hereto.
5. The Kern County Tax Collector is hereby authorized to collect such assessments.
6. Beginning in the 2019-2020 fiscal year and each fiscal year thereafter, the Public Works Director is hereby directed to prepare an annual report, as provided in Chapter 13.04 of the Bakersfield Municipal Code, and file it with the City Clerk within the time allowed for placement of assessments on the County tax rolls for the applicable fiscal year. Upon filing of the annual report, the Clerk shall set a hearing before the City Council and give Notice of Hearing in the manner prescribed in Chapter 13.04 of said code.
7. The City Council hereby reserves the right to perform the work of maintenance and operation of the public improvements by City forces or by private contractor. Such determination and election is to be made for each year at the time the budget and assessment is approved for the year in question.

I **HEREBY CERTIFY** that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on \_\_\_\_\_, by the following vote:

AYES: COUCILMEMBER RIVERA , GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER  
NOES: COUCILMEMBER \_\_\_\_\_  
ABSTAIN: COUCILMEMBER \_\_\_\_\_  
ABSENT: COUCILMEMBER \_\_\_\_\_

\_\_\_\_\_  
**JULIE DRIMAKIS, CMC**  
CITY CLERK and Ex Officio Clerk of  
the Council of the City of Bakersfield

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
**KAREN GOH**  
MAYOR of the City of Bakersfield

APPROVED AS TO FORM:  
**VIRGINIA GENNARO**  
City Attorney

By: \_\_\_\_\_  
**RICHARD IGER**  
Deputy City Attorney

Attachments:

Exhibit "1"    Exhibit "D"  
Exhibit "A"    Exhibit "E"  
Exhibit "B"    Exhibit "F"  
Exhibit "C"

## PUBLIC WORKS DIRECTOR'S REPORT

### ADDITION OF TERRITORY, AREA 5-103

Fiscal Year 2019-2020

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is described as 52 Planz Road and as shown on Map and Assessment Diagram marked Exhibit "B," attached hereto and incorporated herein by reference as though fully set forth, as an area within the City of Bakersfield.

Pursuant to the provisions of Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield, referred to as the Maintenance District Procedure, the Public Works Director makes and files this report and proposed assessment of and upon all parcels of property within the area for the cost of maintaining a public park and public street medians and other public street landscaping. The improvements generally include, but are not limited to, recreation and sports equipment including swings, slides, play structures and storage buildings; picnic facilities including tables, benches, barbecues, trash cans, drinking fountains and restrooms; irrigation system including water mains, sprinklers, fountains, and electrical wires, conduits and timers; plant forms including trees, shrubs, ground cover and turf; and sidewalks and walkways now existing or hereafter to be constructed or planted in and for said area and are of a public nature. The assessment includes the cost of necessary repairs, replacement, water, electricity, care, supervision and any and all other items necessary for the proper maintenance and operation thereof, and all additions and improvements thereto which may hereafter be made.

For many years, public parks, public streets median and other public street landscaping improvements in the City were maintained through traditional tax revenues. After Proposition 13, in 1978, funds available for maintenance and operation of parks, street median and other street landscaping improvements were substantially reduced. At present, the City's budget does not allow for maintenance and operation of park and street landscaping improvements of the type described above. Thus, without funds for maintenance and operating costs from a source other than general tax revenues, the City does not permit new public parks, street median and other street landscaping improvements to be constructed within the City.

Additional territory, as shown in Exhibit "E" is being added to the Consolidated Maintenance District for the maintenance of a park and public street median and other street landscaping. The area will be assigned appropriate park and street tiers in the Consolidated Maintenance District so that each parcel will be assessed the same amount as other parcels receiving a similar benefit.

All parcels within this area shall be assessed an amount not to exceed that established in Resolution No. 019-05 per equivalent dwelling unit (as that term is defined in Exhibit "C") per parcel. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index. However, parcels will not be assessed until park and/or street landscaping have been

installed. When park and/or street landscape improvements have been completed, the appropriate park and street tier levels will be assigned, but in no case shall the assessments exceed the amount established in Resolution No. 019-05 as escalated per the above described Consumer Price Index.

All parcels as described in the Benefit Formula on file with the City Clerk within the area will be affected. Sensory benefits from installing street landscaping are aesthetic enhancement and open space enjoyment.

A public park will benefit all the residential lots and public median and street landscaping will benefit all the lots or parcels and will be assessed on an Equivalent Dwelling Unit basis throughout the area. The Benefit Formula is set forth herein as Exhibit "C" and attached hereto and incorporated in this resolution as though fully set forth herein.

**NOW THEREFORE, I, NICK FIDLER**, Director of Public Works of the City of Bakersfield, by virtue of the power vested in me and the order of the Council of said City, hereby submit the Fiscal Year 2019-2020 Budget and Assessment Roll as set forth in Exhibit "D" and Exhibit "E," respectively, attached hereto and incorporated herein as though fully set forth, upon all parcels of property within additional territory subject to be assessed to pay the cost of maintenance and operation in said area.

Dated: \_\_\_\_\_

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**NICK FIDLER**

Director of Public Works  
City of Bakersfield

**LEGAL DESCRIPTION**

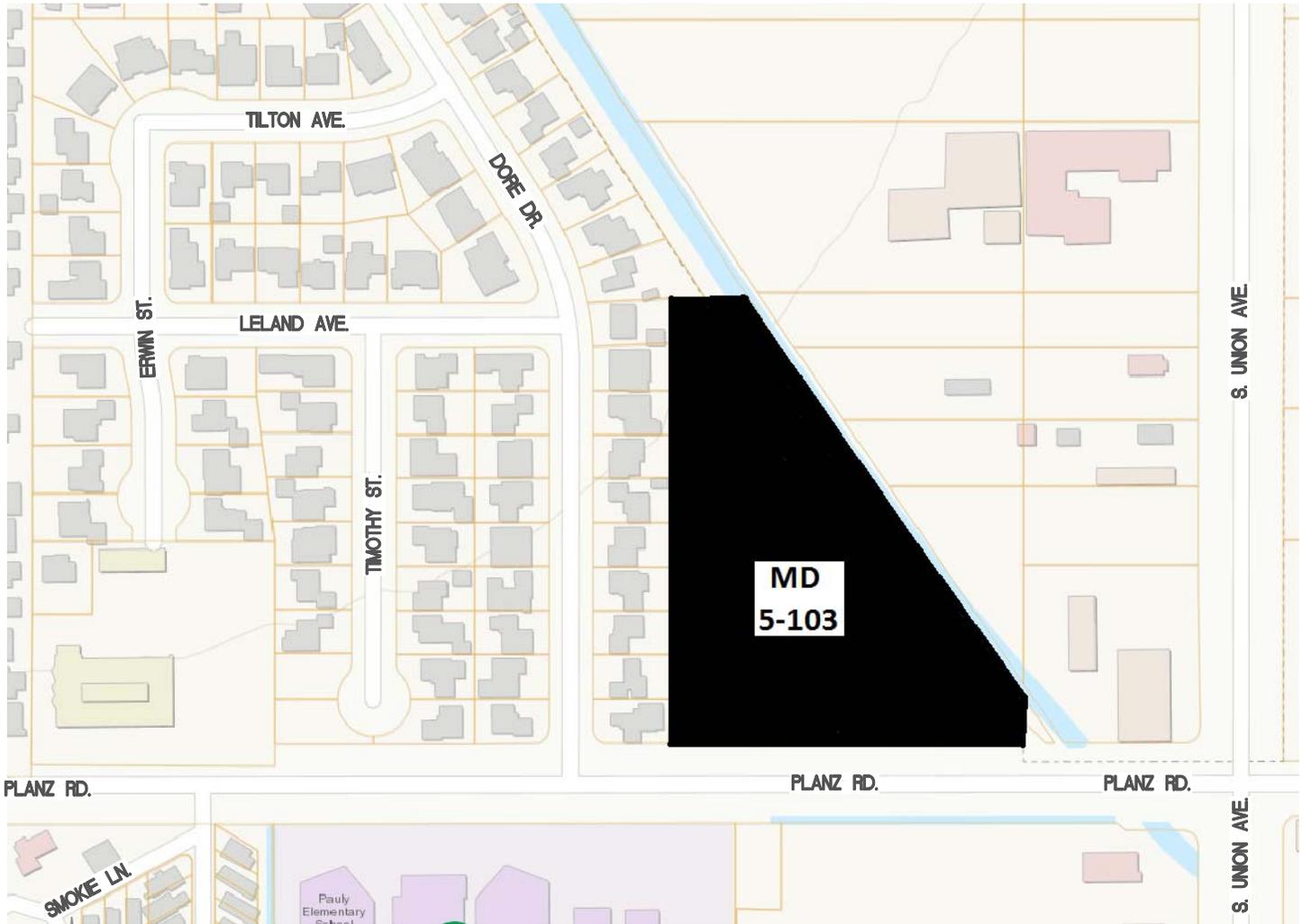
**Area** 5-103

An area located in Section 7, Township 30, Range 28 M.D.B. & M., more particularly described as follows:

CUP 17-0075  
52 Planz Rd Bakersfield California

Containing: 6.04 Acres, more or less.

MAP AND ASSESSMENT DIAGRAM  
FOR ADDITION OF TERRITORY  
(AREA 5-103) TO THE  
CONSOLIDATED MAINTENANCE DISTRICT  
BAKERSFIELD, CALIFORNIA



NOT TO SCALE

EXHIBIT "B"

**CONSOLIDATED MAINTENANCE DISTRICT  
CITY OF BAKERSFIELD  
BENEFIT FORMULA**

Each parcel joining the Consolidated Maintenance District shall be assessed the amount as defined below:

Rate:  
Shall equal the dollar amount shown per the tier level of your zone of the Consolidated Maintenance District on Attachment A "Consolidated Maintenance District Cost per Tier" as approved by City Council Resolution 019-15. As per the Resolution, "Said amounts shall be increased annually by the cost of living increase reflected in the Los Angeles-Riverside-Orange County / All Urban Consumers Consumer Price Index." Tier levels for both Parks and Street Landscaping in the 5 zones of the Consolidated Maintenance District are established by the Recreation and Parks Department through separate policy.

- Multiplied by (EDU): The number of Equivalent Dwelling Units (EDU's as defined below) for the parcel.
- Multiplied by (Tier): The factor for the tier level, which equals the street or tier number. This tier is assigned by the Recreation and Parks Department for the entire area of the Consolidated Maintenance District.
- County Fee(Tier): The County of Kern Assessors Office charges a fee for each parcel added to their tax roll.

**Total Assessment \$= ((Park Rate x Park Tier) x EDU) + ((Street Rate x Street Tier) x EDU) + (County Fee)**

Note: Since Proposition 218 was passed in November 1996, assessment rates for areas formed prior to Proposition 218 have been frozen at their current rate.

Areas formed between November 1996 and January 12, 2005 shall be assessed by the terms stated on their Proposition 218 ballot.

On January 12, 2005 the city passed Resolution 19-05 which allowed for an escalator on the maximum assessment. Any areas formed after Proposition 218 and which have ballots which include this escalator may be increased according to their ballot terms.

A parcel may be added to the City of Bakersfield Consolidated Maintenance District if any of the below conditions occurs:

1. Bakersfield Municipal code 13.04.021:  
"It is the policy of the city to include within a maintenance district all new developments that are subject to the Subdivision Map Act and that benefit from landscaping in the public right-of-way and/or public parks. Nothing shall preclude the city from requesting formation of a maintenance district, or joining a maintenance district, as a condition of a zone change, or general plan amendment, or conditional use permit, or during site plan review where deemed necessary by the city."
2. Bakersfield Municipal Code 13.04.022 (A):  
"No final map or certificate of compliance for a parcel map waiver may be recorded absent establishment of a maintenance district to provide for all future maintenance of any landscaping in the public right-of-way and of any public park required as a condition of approval of the development project for the area covered by the final map or parcel map waiver."
3. City staff determines this is necessary as part of: Site Plan Review Conditions, Zone Change, a General Plan Amendment, or a Conditional Use Permit.

Equivalent Dwelling Units (EDU) shall be assigned using the following policy. EDU's may also be adjusted given special conditions or agreements as necessary to adequately reflect the conditions of the site at the time of formation. Developed Parcels will be assessed by their actual units on their site as per their plans, map, or current use.

- Single Family Residential Parcels: 1 EDU per Parcel
- Mobile Home Parks: 1 EDU per Space / Lot
- Multifamily Residential Parcels: .71 EDU per Unit
- (Commercial / Industrial / Mixed Use): 6 EDU per Acre

Undeveloped ground in its natural state will be assigned EDU's based on their zoning at max theoretical density as used by the City of Bakersfield Planning Dept. Those densities are:

Zone                      EDU's per gross acre

R-1	4
R-2	17.42 (max.)
R-3	34.85 (max.)
R-4	72.6 (max.)
E	4.36
R-S	1.82
R-S-1A	1
R-S-2.5A	0.4
R-S-5A	0.2
R-S-10A	0.1

Commercial / Industrial / Mixed Use: 6 EDU per gross acre  
Agricultural: 1 EDU per gross acre

## MAINTENANCE DISTRICT AREA 5-103

Said assessment is made in accordance with the benefit formula attached hereto.

### 2019-2020 BUDGET

<b>Gross Budget Amount Required</b>	\$0.00
(City Staff Services or Contract, Supplies, Materials and Utilities)	
<b>Estimated Beginning Fund Balance(Deficit) **</b>	\$0.00
<b>Less: City Contributions</b>	<u>\$0.00</u>
<b>NET AMOUNT TO BE ASSESSED</b>	\$0.00

\*\* Previous Years Deficits No Longer Carried Forward.

# MAINTENANCE DISTRICT AREA 5-103

## ASSESSMENT ROLL

FISCAL YEAR 2019-2020

Assessor's Tax No.	Total amount to be collected for FY (2019-2020)
022-250-10-00-2	\$0.00
022-250-12-00-8	\$0.00
022-250-13-00-1	\$0.00
022-250-14-00-4	\$0.00
022-250-15-00-7	\$0.00
022-250-16-00-0	\$0.00

Total \$0.00

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

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City Clerk and Ex Officio Clerk of the  
Council of the City of Bakersfield

**EXHIBIT E**

**Inclusion of a Subdivision into the Consolidated Maintenance District**

(LETTERHEAD)  
(Date)

City of Bakersfield - Public Works Department  
Attn: Jim Schroeter  
1600 Truxtun Avenue  
Bakersfield, California 93301

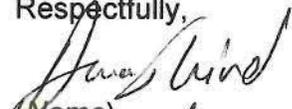
Dear Mr. Schroeter:

RE: Inclusion of (choose one of the following) ~~Tract Map~~ • ~~Parcel Map~~ • ~~Parcel Map~~  
Waiver No. CUP #17-0075 in a Consolidated Maintenance District (CMD)

We, the undersigned, as owners of the property included within (choose one of the following) Tract Map • Parcel Map • Parcel Map Waiver • No. CUP #17-0075 hereby request that the property be included within the CMD. This request is in accordance with the requirements of Bakersfield Municipal Code Section 13.04.021. Enclosed is a check for \$ 910 as required by the City to cover the costs of this inclusion into the CMD. If requested, our engineer will supply you with a computer disk copy of the map for your use.

We understand that under Proposition 218 and Government Code section 53753 ("applicable law"), a City Council hearing will be held for purposes of including the above property within the CMD and determining the amount of assessments. We hereby waive our right to have a hearing within the time parameters set forth in the applicable law. We further understand that the hearing is scheduled for \_\_\_\_\_, 20\_\_ at 5:15 in the Council Chambers located at 1501 Truxtun Ave., Bakersfield, CA 93301. We hereby waive our right to further notice of that hearing.

Respectfully,

  
(Name) Aman Thind  
(Title) CFO



# ADMINISTRATIVE REPORT

**MEETING DATE:** 11/20/2019

Consent – Resolutions f.

**TO:** Honorable Mayor and City Council  
**FROM:** Nick Fidler, Public Works Director  
**DATE:** 10/31/2019  
**WARD:** Ward 2  
**SUBJECT:** Resolution of Intention (ROI) #2028 to add Area 4-204 (625 34th Street) to the Consolidated Maintenance District and preliminarily approving, confirming, and adopting the Public Works Director's Report.

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## STAFF RECOMMENDATION:

Staff recommends adopting the Resolution of Intention.

## BACKGROUND:

A written request has been received by the City Engineer from the owner(s) of the parcels to be included into the Consolidated Maintenance District as required by section 13.04.021 of the Municipal Code. Inclusion in the Consolidated Maintenance District will provide for the maintenance of a public park and street landscaping. This area will be under the park and streetscape zones of benefit and will be assigned appropriate tier levels when a park has been constructed and street landscaping has been installed.

The City of Bakersfield has received a letter from the owner(s) of the property described above which waives the public hearing concerning inclusion in the Consolidated Maintenance District. This allows the City to expedite the maintenance district process to satisfy the subdivision requirement. The owner(s) also have submitted a Proposition 218 ballot indicating their consent to the assessments.

In order to provide future property owners with disclosure regarding the inclusion of land in the Consolidated Maintenance District and the estimated maximum annual cost per equivalent dwelling unit, a covenant has been drafted and will be recorded with the Kern County Assessor-Recorder's Office upon approval of this Resolution.

Staff is recommending the new territory be added to the Consolidated Maintenance District at the next City Council meeting.

## ATTACHMENTS:

Description	Type
▣ ROI #2028 adding Area 4-204 to the CMD	Resolution
▣ MD 4-204 Exhibit 1	Exhibit
▣ MD 4-204 Exhibit A	Exhibit
▣ MD 4-204 Exhibit B	Exhibit
▣ MD 4-204 Exhibit C	Exhibit
▣ MD 4-204 Exhibit D	Exhibit
▣ MD 4-204 Exhibit E	Exhibit
▣ MD 4-204 Exhibit F	Exhibit

## RESOLUTION OF INTENTION NO. 2028

**A RESOLUTION DECLARING INTENTION TO ADD TERRITORY, AREA 4-204 (625 34<sup>TH</sup> STREET) TO THE CONSOLIDATED MAINTENANCE DISTRICT, PRELIMINARILY ADOPTING, CONFIRMING AND APPROVING THE PUBLIC WORKS DIRECTOR'S REPORT, THE BOUNDARIES OF THE ADDITION, THE FAIRNESS OF THE BENEFIT FORMULA, AND THE AMOUNT OF THE ASSESSMENT TO BE LEVIED AGAINST EACH PARCEL. (WARD 2)**

**WHEREAS**, Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield provides for a procedure by which the City Council may provide for the payment of the whole or any part of the costs and expenses of maintaining and operating any public improvements which are local in nature, from annual benefit assessments apportioned among the lots or parcels of property within the established Consolidated Maintenance District ("CMD"). The assessments to be placed on parcels within this district area reflect that portion of the cost of maintenance of a public park and public street landscaping ("special benefit") above and beyond the basic cost of maintenance of a public park and public street landscaping throughout the City ("general benefit");

**WHEREAS**, as set forth in the attached Public Works Director's Report (Exhibit 1), the property within this new district reflects that portion of the cost of maintenance of a public street landscaping and/or public park, based on the location of said improvements in or near said area, above and beyond the general benefit of parcels within the City that are not part of the CMD. Each parcel within this area will be assessed its proportionate share of special benefit based on the zoning, usage, and size of the parcel;

**WHEREAS**, the property owner has requested the City Council to include the property within the CMD pursuant to Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield, and the Public Works Director recommends addition of territory to the CMD;

**WHEREAS**, it is the intention of the City Council of the City of Bakersfield to add territory, Area 4-204 to the CMD, said area is generally described in Exhibit "B" attached hereto, to maintain local improvements including a public park and public street landscaping;

**WHEREAS**, the Public Works Director has on this date filed with the Clerk of said Council his report, attached hereto and incorporated herein by reference as Exhibit "1," containing the following:

- a) A description of the boundary of the additional territory, attached hereto as Exhibit "A";

- b) A map and assessment diagram of the additional territory, attached hereto as Exhibit "B";
- c) The benefit formula attached hereto as Exhibit "C";
- d) A budget, attached hereto as Exhibit "D," containing the matters specified in Section 13.04.130 of the Bakersfield Municipal Code;
- e) The amount of assessment to be levied against each parcel, attached hereto as Exhibit "E";
- f) Correspondence from the property owner(s) requesting inclusion within the CMD attached hereto as Exhibit "F";

**WHEREAS**, the City of Bakersfield has received a letter from the owner(s) of the property described in Exhibit "B," which waives any and all hearings (whether pursuant to the Brown Act, the Bakersfield Municipal Code, or any other law) concerning the formation of and assessments for inclusion in the Consolidated Maintenance District; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Bakersfield, State of California, as follows:

1. The foregoing recitals are true and correct and are incorporated herein.
2. The City Council hereby preliminarily adopts and approves the Public Works Director's Report and declares that the territory within the boundaries so specified and described is the area, benefiting from said local improvements; that the expense of maintaining and operating said improvements is hereby made assessable upon said area; and that the exterior boundaries thereof are hereby specified and described to be as shown on that certain map marked Exhibit "B," entitled "Map and Assessment Diagram for Addition of Territory, to the Consolidated Maintenance District, Bakersfield, California," which map indicates by a boundary line the extent of the territory to be added to the Consolidated Maintenance District and shall govern for all details as to the extent of the addition.
3. Each parcel identified in Exhibit "E" is included in the Street Landscape and Park Zones of benefit and is assessed an amount not to exceed the amount established in Resolution No. 019-05 per equivalent dwelling unit per year. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index.

**I HEREBY CERTIFY** that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on \_\_\_\_\_, by the following vote:

AYES:	COUNCILMEMBER	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER	_____
ABSTAIN:	COUNCILMEMBER	_____
ABSENT:	COUNCILMEMBER	_____

\_\_\_\_\_  
**JULIE DRIMAKIS, CMC**  
CITY CLERK and Ex Officio Clerk of  
the Council of the City of Bakersfield

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
**KAREN GOH**  
MAYOR of the City of Bakersfield

APPROVED AS TO FORM:  
**VIRGINIA GENNARO**  
City Attorney

By: \_\_\_\_\_  
**RICHARD IGER**  
Deputy City Attorney

Attachments: Exhibit "1"      Exhibit "D"  
                  Exhibit "A"      Exhibit "E"  
                  Exhibit "B"      Exhibit "F"  
                  Exhibit "C"

## PUBLIC WORKS DIRECTOR'S REPORT

### ADDITION OF TERRITORY, AREA 4-204

Fiscal Year 2019-2020

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is described as 625 34<sup>th</sup> Street and as shown on Map and Assessment Diagram marked Exhibit "B," attached hereto and incorporated herein by reference as though fully set forth, as an area within the City of Bakersfield.

Pursuant to the provisions of Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield, referred to as the Maintenance District Procedure, the Public Works Director makes and files this report and proposed assessment of and upon all parcels of property within the area for the cost of maintaining a public park and public street medians and other public street landscaping. The improvements generally include, but are not limited to, recreation and sports equipment including swings, slides, play structures and storage buildings; picnic facilities including tables, benches, barbecues, trash cans, drinking fountains and restrooms; irrigation system including water mains, sprinklers, fountains, and electrical wires, conduits and timers; plant forms including trees, shrubs, ground cover and turf; and sidewalks and walkways now existing or hereafter to be constructed or planted in and for said area and are of a public nature. The assessment includes the cost of necessary repairs, replacement, water, electricity, care, supervision and any and all other items necessary for the proper maintenance and operation thereof, and all additions and improvements thereto which may hereafter be made.

For many years, public parks, public streets median and other public street landscaping improvements in the City were maintained through traditional tax revenues. After Proposition 13, in 1978, funds available for maintenance and operation of parks, street median and other street landscaping improvements were substantially reduced. At present, the City's budget does not allow for maintenance and operation of park and street landscaping improvements of the type described above. Thus, without funds for maintenance and operating costs from a source other than general tax revenues, the City does not permit new public parks, street median and other street landscaping improvements to be constructed within the City.

Additional territory, as shown in Exhibit "E" is being added to the Consolidated Maintenance District for the maintenance of a park and public street median and other street landscaping. The area will be assigned appropriate park and street tiers in the Consolidated Maintenance District so that each parcel will be assessed the same amount as other parcels receiving a similar benefit.

All parcels within this area shall be assessed an amount not to exceed that established in Resolution No. 019-05 per equivalent dwelling unit (as that term is defined in Exhibit "C") per parcel. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index. However, parcels will not be assessed until park and/or street landscaping have been

installed. When park and/or street landscape improvements have been completed, the appropriate park and street tier levels will be assigned, but in no case shall the assessments exceed the amount established in Resolution No. 019-05 as escalated per the above described Consumer Price Index.

All parcels as described in the Benefit Formula on file with the City Clerk within the area will be affected. Sensory benefits from installing street landscaping are aesthetic enhancement and open space enjoyment.

A public park will benefit all the residential lots and public median and street landscaping will benefit all the lots or parcels and will be assessed on an Equivalent Dwelling Unit basis throughout the area. The Benefit Formula is set forth herein as Exhibit "C" and attached hereto and incorporated in this resolution as though fully set forth herein.

**NOW THEREFORE, I, NICK FIDLER**, Director of Public Works of the City of Bakersfield, by virtue of the power vested in me and the order of the Council of said City, hereby submit the Fiscal Year 2019-2020 Budget and Assessment Roll as set forth in Exhibit "D" and Exhibit "E," respectively, attached hereto and incorporated herein as though fully set forth, upon all parcels of property within additional territory subject to be assessed to pay the cost of maintenance and operation in said area.

Dated: \_\_\_\_\_

---

**NICK FIDLER**  
Public Works Director  
City of Bakersfield

**LEGAL DESCRIPTION**

**Area** 4-204

An area located in Section 19, Township 29, Range 28 M.D.B. & M., more particularly described as follows:

SPR 19-0235  
625 34th St Bakersfield California

Containing: 1.4 Acres, more or less.

MAP AND ASSESSMENT DIAGRAM  
FOR ADDITION OF TERRITORY  
(AREA 4-204) TO THE  
CONSOLIDATED MAINTENANCE DISTRICT  
BAKERSFIELD, CALIFORNIA



NOT TO SCALE

EXHIBIT "B"

**CONSOLIDATED MAINTENANCE DISTRICT  
CITY OF BAKERSFIELD  
BENEFIT FORMULA**

Each parcel joining the Consolidated Maintenance District shall be assessed the amount as defined below:

Rate:  
Shall equal the dollar amount shown per the tier level of your zone of the Consolidated Maintenance District on Attachment A "Consolidated Maintenance District Cost per Tier" as approved by City Council Resolution 019-15. As per the Resolution, "Said amounts shall be increased annually by the cost of living increase reflected in the Los Angeles-Riverside-Orange County / All Urban Consumers Consumer Price Index." Tier levels for both Parks and Street Landscaping in the 5 zones of the Consolidated Maintenance District are established by the Recreation and Parks Department through separate policy.

- Multiplied by (EDU): The number of Equivalent Dwelling Units (EDU's as defined below) for the parcel.
- Multiplied by (Tier): The factor for the tier level, which equals the street or tier number. This tier is assigned by the Recreation and Parks Department for the entire area of the Consolidated Maintenance District.
- County Fee(Tier): The County of Kern Assessors Office charges a fee for each parcel added to their tax roll.

**Total Assessment \$= ((Park Rate x Park Tier) x EDU) + ((Street Rate x Street Tier) x EDU) + (County Fee)**

Note: Since Proposition 218 was passed in November 1996, assessment rates for areas formed prior to Proposition 218 have been frozen at their current rate.

Areas formed between November 1996 and January 12, 2005 shall be assessed by the terms stated on their Proposition 218 ballot.

On January 12, 2005 the city passed Resolution 19-05 which allowed for an escalator on the maximum assessment. Any areas formed after Proposition 218 and which have ballots which include this escalator may be increased according to their ballot terms.

A parcel may be added to the City of Bakersfield Consolidated Maintenance District if any of the below conditions occurs:

1. Bakersfield Municipal code 13.04.021:  
"It is the policy of the city to include within a maintenance district all new developments that are subject to the Subdivision Map Act and that benefit from landscaping in the public right-of-way and/or public parks. Nothing shall preclude the city from requesting formation of a maintenance district, or joining a maintenance district, as a condition of a zone change, or general plan amendment, or conditional use permit, or during site plan review where deemed necessary by the city."
2. Bakersfield Municipal Code 13.04.022 (A):  
"No final map or certificate of compliance for a parcel map waiver may be recorded absent establishment of a maintenance district to provide for all future maintenance of any landscaping in the public right-of-way and of any public park required as a condition of approval of the development project for the area covered by the final map or parcel map waiver."
3. City staff determines this is necessary as part of: Site Plan Review Conditions, Zone Change, a General Plan Amendment, or a Conditional Use Permit.

Equivalent Dwelling Units (EDU) shall be assigned using the following policy. EDU's may also be adjusted given special conditions or agreements as necessary to adequately reflect the conditions of the site at the time of formation. Developed Parcels will be assessed by their actual units on their site as per their plans, map, or current use.

- Single Family Residential Parcels: 1 EDU per Parcel
- Mobile Home Parks: 1 EDU per Space / Lot
- Multifamily Residential Parcels: .71 EDU per Unit
- (Commercial / Industrial / Mixed Use): 6 EDU per Acre

Undeveloped ground in its natural state will be assigned EDU's based on their zoning at max theoretical density as used by the City of Bakersfield Planning Dept. Those densities are:

Zone                      EDU's per gross acre

R-1	4
R-2	17.42 (max.)
R-3	34.85 (max.)
R-4	72.6 (max.)
E	4.36
R-S	1.82
R-S-1A	1
R-S-2.5A	0.4
R-S-5A	0.2
R-S-10A	0.1

Commercial / Industrial / Mixed Use: 6 EDU per gross acre  
Agricultural: 1 EDU per gross acre

## MAINTENANCE DISTRICT AREA 4-204

Said assessment is made in accordance with the benefit formula attached hereto.

### 2019-2020 BUDGET

<b>Gross Budget Amount Required</b>	\$0.00
(City Staff Services or Contract, Supplies, Materials and Utilities)	
<b>Estimated Beginning Fund Balance(Deficit) **</b>	\$0.00
<b>Less: City Contributions</b>	<u>\$0.00</u>
<b>NET AMOUNT TO BE ASSESSED</b>	\$0.00

\*\* Previous Years Deficits No Longer Carried Forward.

# MAINTENANCE DISTRICT AREA 4-204

## ASSESSMENT ROLL

FISCAL YEAR 2019-2020

Assessor's Tax No.	Total amount to be collected for FY (2019-2020)
002-042-10-00-9	\$0.00

Total	\$0.00
-------	--------



**Dignity Health**  
Bakersfield Memorial Hospital

420 34th Street  
Bakersfield, CA 93301  
direct 661-327-4647  
fax 661-326-0706  
bakersfieldmemorial.org

September 27, 2019

City of Bakersfield - Public Works Department  
Attn: Jim Schroeter  
1600 Truxtun Avenue  
Bakersfield, California 93301

Dear Mr. Schroeter:

**RE: Inclusion of *SPR No. 19-0235* in a Consolidated Maintenance District (CMD)  
APN's: 002-482-10, 14, 18 & 19**

We, the undersigned, as owners of the property included within ***SPR No. 19-0235*** hereby request that the property be included within the CMD. This request is in accordance with the requirements of Bakersfield Municipal Code Section 13.04.021. Enclosed is a check for \$910.00 as required by the City to cover the costs of this inclusion into the CMD. If requested, our engineer will supply you with a computer disk copy of the map for your use.

We understand that under Proposition 218 and Government Code section 53753 ("applicable law"), a City Council hearing will be held for purposes of including the above property within the CMD and determining the amount of assessments. We hereby waive our right to have a hearing within the time parameters set forth in the applicable law. We further understand that the hearing is scheduled for \_\_\_\_\_, 20\_\_ at 5:15 in the Council Chambers located at 1501 Truxtun Ave., Bakersfield, CA 93301. We hereby waive our right to further notice of that hearing.

Respectfully,

Ken Keller  
President and CEO  
Bakersfield Memorial Hospital



# ADMINISTRATIVE REPORT

**MEETING DATE:** 11/20/2019

Consent – Agreements g.

**TO:** Honorable Mayor and City Council  
**FROM:** Lyle D. Martin, Chief of Police  
**DATE:** 11/7/2019  
**WARD:**  
**SUBJECT:** Agreement with Kern County Forensic Services, LLC (\$220,000) for sexual assault examinations.

---

## STAFF RECOMMENDATION:

Staff recommends the approval of the agreement.

## BACKGROUND:

The Bakersfield Police Department (BPD) relies on professional nursing services to assist in the forensic investigation of reported sexual assaults. These investigations often require evidentiary examinations (collection of physical evidence, injury documentation, etc.) of victims and suspects for the purpose of prosecution. Exams of this nature are mandatory for the investigating law enforcement agency within the jurisdiction of the criminal offense.

In this capacity, nurses provide expertise in the collection of evidence and are called on to testify on behalf of the People of the State of California as Subject Matter Experts (SME) during suspect prosecution. Nurses are also available 24 hours a day for consultation on any forensic evidence questions a BPD Detective might have.

Since 2014, services of this nature have been provided by Forensic Nurse Specialists of Central California (FNSSCC). Unfortunately, as of December 1, 2019, FNSSCC will no longer be providing forensic nursing services. Due to the sensitive nature of and the vital importance forensic nursing services have on these investigations, an immediate solution to continue services is necessary.

As of October 1, 2019, five forensic nurses, formerly contracted with FNSSCC, have come together to form a new Limited Liability Company, now known as Kern County Forensic Services, LLC.. Kern County Forensic Services (KCFS) will provide the same services as FNSSCC, and will utilize the same dedicated room at Adventist Health Bakersfield, which offers a private environment for individuals. KCFS is the only firm in the Bakersfield area that provides the combination of experience, facilities, and expertise to provide such services.

The proposed agreement will carry a term up to two years, with a maximum not to exceed

compensation amount of \$220,000. The costs for individual examination services are to remain at existing levels through the term of the agreement.

**ATTACHMENTS:**

	Description	Type
▢	Proposed Agreement with Kern County Forensic Services,LLC.	Agreement

**AGREEMENT NO.** \_\_\_\_\_

## **INDEPENDENT CONTRACTOR'S AGREEMENT**

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("CITY" herein), and **KERN COUNTY FORENSIC SERVICES, LLC** ("CONTRACTOR" herein).

### **RECITALS**

**WHEREAS**, CONTRACTOR represents CONTRACTOR is experienced, well qualified and a specialist in the field of forensic evidence collection and examination; and

**WHEREAS**, CITY seeks to retain CONTRACTOR's services for the purpose of assisting in forensic evidence collection and examination of victims and suspects of sexual assault, including domestic violence, child physical and sexual abuse, and post mortem investigations.

**NOW, THEREFORE**, incorporating the foregoing recitals here, in, CITY and CONTRACTOR mutually agree as follows:

1. **SCOPE OF WORK.** The scope of work is described as: upon CITY's request, CONTRACTOR shall collect forensic California Office of Emergency (CAL OES) state protocols by qualified forensic examiners. All such work shall include the use of mandated CAL OES forms, evidence, collection, digital photography, and Rapid DNA Sequencing (RADS). Contractor shall provide copies of all photographs to CITY and discuss findings with CITY at the conclusion of each examination. CONTRACTOR shall relinquish its collected evidence to CITY and shall maintain chain of custody for each examination. Upon request by CITY, CONTRACTOR shall make the results of and evidence from any examination to agency and any prosecuting office after the date of such examination. CONTRACTOR shall provide competent expert witness courtroom testimony when compelled by subpoena to do so.

1.1. The scope of work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, whether specifically included in the scope of work or not.

2. **COMPENSATION.** Compensation for all work, services or products called for under this Agreement is based on the following fees per examination:

- (a) Victim examination: \$750.00.
- (b) Suspect examination concurrent with victim examination: \$500.00.
- (c) Suspect examination subsequent to victim examination: \$600.00.
- (d) No-show or cancellation after Agency request: \$150.00.
- (e) Follow-up victim examination: \$400.00.
- (f) Travel time for mobile examinations: \$250.00.
- (g) Postmortem victim examination: \$1,000.00.

The compensation set forth in this section shall not exceed \$220,000 and is the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY shall pay only the compensation listed unless otherwise agreed to in writing by the parties.

CONTRACTOR may provide written notification to CITY of increased rates no more than once per year after the expiration of the initial one-year term of this Agreement. If CITY does not accept such increased rates within thirty (30) days of such notification by CONTRACTOR, then CONTRACTOR may terminate this Agreement upon thirty (30) days written notice to Agency.

2. **PAYMENT PROCEDURE.** CONTRACTOR shall be paid for services rendered after receipt of an itemized invoice for the work completed and approved by CITY in accordance with the terms of this Agreement. Payment by CITY to CONTRACTOR shall be made within thirty (30) days after receipt and approval by CITY of CONTRACTOR's itemized invoice.

3. **KEY PERSONNEL.** CONTRACTOR shall name all key personnel to be assigned to the work set forth herein. All key personnel shall be properly licensed and have the experience to perform the work called for under this Agreement. CONTRACTOR shall provide background for each of the key personnel including, without limitation, resumes and work experience in the type of work called for herein. CITY reserves the right to approve key personnel. Once the key personnel are approved CONTRACTOR shall not change such personnel without the written approval of CITY.

4. **STARTING WORK.** CONTRACTOR shall not begin work until authorized to do so in writing by CITY. No work will be authorized until the contract has been fully executed by CONTRACTOR and CITY.

5. **INCLUDED DOCUMENTS.** Any bid documents, including, without limitation, special provisions and standard specifications and any Request for Proposals, Request for Qualifications and responses thereto relating to this Agreement are incorporated by reference as though fully set forth.

6. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

7. **LICENSES.** CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession. If a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If a partnership, at least one partner shall hold the required licenses or professional degrees.

8. **STANDARD OF PERFORMANCE.** All work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of the profession in California.

9. **MERGER AND MODIFICATION.** This contract sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This contract may be modified only in a writing approved by the City Council and signed by all the parties.

10. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

11. **TERM.** The Agreement shall commence on the Effective Date and shall remain in effect for one **(1) year.** The Agreement shall renew for an additional one-year term without any further action by the parties.

12. **TERMINATION.** This Agreement may be terminated by any party upon ninety (90) days written notice, served by mail or personal service, to all other parties.

13. **COMPLIANCE WITH ALL LAWS.** CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal

Code Chapter 5.02) where required.

14. **INDEPENDENT CONTRACTOR.** This Agreement calls for the performance of the services of CONTRACTOR as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.

15. **DIRECTION.** CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.

16. **EQUIPMENT.** CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.

17. **INSURANCE.** In addition to any other insurance or bond required under this Agreement, the CONTRACTOR shall procure and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements") herein:

17.1. **Broad form commercial general liability insurance,** unless otherwise approved by the CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

17.1.1. Provide contractual liability coverage for the terms of this Agreement.

17.1.2. Provide unlimited products and completed operations coverage.

17.1.3. Contain an additional insured endorsement in favor of the City, its mayor, council, officers, agents, employees and volunteers.

17.1.4. All policies shall be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by the CITY, CONTRACTOR may utilize a Self-Insured Retention provided that the policy shall not contain language, whether added by endorsement or contained in the Policy Conditions,

that prohibits satisfaction of any Self-Insured provision or requirement by anyone other than the Named Insured, or by any means including other insurance or which is intended to defeat the intent or protection of an Additional Insured.

17.2. **Workers' compensation insurance** with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall contain a waiver of subrogation in favor of the City, its mayor, council, officers, agents, employees and volunteers.

17.3. **Professional liability insurance**, providing coverage on claims made basis for errors and omissions with limits of not less than One Million Dollars (\$1,000,000) aggregate.

17.4. All policies required of the CONTRACTOR shall be primary insurance as to the CITY, its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by the CITY, its mayor, council, officers, agents, employees, and designated volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

17.5. Except for workers' compensation, insurance is to be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by the CITY in writing.

17.6. Unless otherwise approved by CITY's Risk Manager, all policies shall contain an endorsement providing the CITY with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy. Copies of policies shall be delivered to CITY on demand.

17.7. The insurance required hereunder shall be maintained until all work required to be performed by this Agreement is satisfactorily completed as evidenced by written acceptance by the CITY.

17.8. The CONTRACTOR shall furnish the City Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required. The CITY may withdraw its offer of contract or cancel this

contract if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

17.9. Full compensation for all premiums which the CONTRACTOR is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the Agreement, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

17.10. It is further understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance obtained and carried by the CONTRACTOR in connection with this Agreement.

17.11. Unless otherwise approved by the CITY, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth above shall be provided by, or on behalf of, all subcontractors even if the CITY has approved lesser insurance requirements for CONTRACTOR.

17.12. CONTRACTOR shall provide, when required by CITY, performance, labor and material bonds in amounts and in a form suitable to CITY. CITY shall approve in writing all such security instruments prior to commencement of any work under this Agreement.

18. **THIRD PARTY CLAIMS.** In the case of public works contracts, CITY will timely notify CONTRACTOR of third party claims relating to this contract. CITY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.

19. **INDEMNITY.** CONTRACTOR shall indemnify, defend, and hold harmless CITY, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CONTRACTOR, CONTRACTOR's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

20. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply

to the interpretation of this Agreement.

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

**CITY: CITY OF BAKERSFIELD  
CITY HALL  
1600 Truxtun Avenue  
Bakersfield, California 93301**

**CONTRACTOR: KERN COUNTY FORENSIC SERVICES LLC  
1335 Greeley Road  
Bakersfield, CA 93314**

22. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

23. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

24. **ASSIGNMENT.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

25. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors and assigns, and whenever the context so requires, the masculine gender

includes the feminine and neuter, and the singular number includes the plural. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.

26. **TITLE TO DOCUMENTS.** All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become the property of the CITY.

27. **ACCOUNTING RECORDS.** CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and said records shall be made available to CITY representatives upon request at any time during regular business hours.

28. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

29. **TAX NUMBERS.**

CONTRACTOR's Federal Tax ID Number: 84-2812701

CONTRACTOR is a corporation? Yes:        No: X

(Please check one.)

30. **NON-INTEREST.** No officer or employee of the CITY shall hold any interest in this Agreement (California Government Code section 1090).

31. **RESOURCE ALLOCATION.** All obligations of CITY under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

SIGNATURES CONTINUE ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

"CITY"

"CONTRACTOR"

**CITY OF BAKERSFIELD**

**KERN COUNTY FORENSIC SERVICES LLC**

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

**KAREN GOH**  
Mayor

By: Heather Mauro

Print Name: Heather Mauro

Title: Forensic Nurse

APPROVED AS TO FORM:

**VIRGINIA GENNARO**  
City Attorney

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

**VIRIDIANA GALLARDO-KING**  
Deputy City Attorney

Insurance: \_\_\_\_\_

APPROVED AS TO CONTENT:

**BAKERSFIELD POLICE DEPARTMENT**

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

**LYLE MARTIN**  
Chief of Police

COUNTERSIGNED:

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

**RANDY McKEEGAN**  
Finance Director

Rf:isc



# ADMINISTRATIVE REPORT

**MEETING DATE:** 11/20/2019

Consent – Agreements h.

**TO:** Honorable Mayor and City Council  
**FROM:** Nick Fidler  
**DATE:** 11/6/2019  
**WARD:** Ward 2  
**SUBJECT:** Amendment No. 4 to Agreement No. 15-290 with Servexo Protective Services (not to exceed \$179,444 annually and to extend term for an additional year) to provide daily 24-hour on-site security services at the Bakersfield Amtrak Station.

---

## STAFF RECOMMENDATION:

Staff recommends approval of amendment.

## BACKGROUND:

On December 9, 2015, Council approved Agreement No.15-290 with Servexo Protective Services to provide daily 24-hour security services at the Bakersfield Amtrak Station. Servexo was selected through a formal Request for Qualifications and Proposals process. The agreement's terms provided for amendments under mutually agreeable terms for 4 additional one-year periods.

Amendments 1 through 3 increased the term by three (3) additional one- year periods, added security during the holidays, and increased compensation to account for minimum wage increases.

Servexo has provided satisfactory service to the City and Amtrak patrons. Staff recommends extending the term of the agreement for the fourth additional year allowed for under the terms of the agreement and increasing the compensation for the additional year of the contract to \$179,444 to allow for Servexo's higher rates in 2020 due to the State's minimum wage increase.

As background, the Bakersfield Amtrak Station is among the busiest stations in California due to the stop being the southern termination point for passenger rail service in the Central Valley. Passengers traveling to Los Angeles and points south transfer between trains and buses in Bakersfield to continue their journey. Security services at the station is provided 24 hours daily to deter vehicle break-ins, vandalism, vagrancy, etc. around the station and in the parking lot. Around the clock security services provide a quality travel experience for all passengers using the station. An additional security guard is added during the holidays to address the increase in traffic and passengers at the station.

Public transit funds administered by the Kern Council of Governments provide the funding source for this agreement. Therefore, there is no General Fund impact associated with this agreement.

**ATTACHMENTS:**

Description	Type
▣ Amendment 4	Agreement

**AGREEMENT NO. 15-290(4)**

**AMENDMENT NO. 4 TO  
AGREEMENT NO. 15-290**

**THIS AMENDMENT NO. 4 TO AGREEMENT NO. 15-290** is made and entered into on \_\_\_\_\_, by and between the **CITY OF BAKERSFIELD**, a charter city and a municipal corporation (referred to herein as "CITY"), and **SERVEXO PROTECTIVE SERVICES** (referred to herein as "CONTRACTOR").

**RECITALS**

**WHEREAS**, on December 9, 2015, the CITY and CONTRACTOR entered into Agreement No. 15-290, wherein CONTRACTOR provided daily 24-hour on-site security services at the Bakersfield Amtrak Station; and

**WHEREAS**, on December 14, 2016, Amendment No. 1 of Agreement 15-290 amended the total annual compensation amount to \$135,977 with eliminating the \$16.00 per hour rate for additional eight hour shifts and adding holiday pay for eleven holidays in 2017; and amended the term of the Agreement to exercise an additional one-year term extension; and

**WHEREAS**, on November 15, 2017, Amendment No. 2 of Agreement No. 15-290 amended the term of the Agreement to continue the on-site security services and to exercise an additional one-year term extension; and

**WHEREAS**, on November 28, 2018, Amendment No. 3 of Agreement No. 15-290 amended the term of the Agreement to continue the on-site security services and to exercise an additional one-year term extension; and

**WHEREAS**, CITY and CONTRACTOR have agreed to extend the term of this Agreement for an additional and final year, to continue the on-site security services.

**NOW, THEREFORE**, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree to amend Agreement No. 15-290 as follows:

1. Section 2 of Agreement No. 15-290 entitled "CCOMPENSATION" is hereby amended to read as follows:

2. **COMPENSATION**. Compensation for all work, services or products called for under this agreement shall consist of a total payment of \$179,444 which shall be paid as follows:

- One year base bid: 8,472 hours (353 days excluding holidays) x \$19.37 = \$164,103.00;
- Holiday pay (11 holidays); 264 hours x \$58.11 (two security guards) = \$15,341.00;
- Total = \$179,444 (rounded to nearest dollar)

2. Section 12 of Agreement No. 15-290 entitled "TERM" is hereby amended to read as follows:

**12. TERM.** Unless terminated sooner, as set forth herein, this Agreement shall be for a one year period ending December 9, 2020 and shall not be renewable annually thereafter.

3. Except as amended herein, all other provisions of Agreement No. 15-290 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 4 to Agreement No. 15-290 to be executed the day and year first above written.

[SIGNATURES FOLLOW ON NEXT PAGE]

"CITY"  
**CITY OF BAKERSFIELD**

"CONTRACTOR"  
**SERVEXO PROTECTIVE SERVICES**

By: \_\_\_\_\_  
**Karen Goh**  
Mayor

By: \_\_\_\_\_  
  
**JOHN PALMER**  
Owner

APPROVED AS TO CONTENT:  
**PUBLIC WORKS DEPARTMENT**

By: \_\_\_\_\_  
**NICK FIDLER**  
Public Works Director

APPROVED AS TO FORM:  
**VIRGINIA GENNARO**  
City Attorney

By: \_\_\_\_\_  
**JOSHUA RUDNICK**  
Deputy City Attorney

COUNTERSIGNED:

By: \_\_\_\_\_  
**RANDY MCKEEGAN**  
Finance Director

JHR/vlg



AGREEMENT NO. \_\_\_\_\_

**AMENDMENT NO. [1] TO  
AGREEMENT NO. 18-188**

**THIS AMENDMENT NO. 1 TO AGREEMENT NO. 18-188** is made and entered into on \_\_\_\_\_, by and between the **CITY OF BAKERSFIELD**, a municipal corporation (referred to herein as "CITY"), and **EMTS, INC.** (referred to herein as "CONTRACTOR").

**RECITALS**

**WHEREAS**, CITY and CONTRACTOR entered into Agreement No. 18-188 on November 28, 2018 wherein CONTRACTOR would provide landscape maintenance services at Wastewater Treatment Plant No. 3 (WWTP 3) including maintenance of trees, shrubs, ground cover, turf areas and irrigation system, and provide weed control and debris removal; and

**WHEREAS**, the parties desire to amend Agreement No. 18-188 to renew and extend the term until November 30, 2020 in accordance with the original terms of the said agreement; and

**WHEREAS**, CITY and CONTRACTOR have agreed to additional compensation of Fifty Eight Thousand Seven Hundred Four Dollars (\$58,704) above the previously established compensation of Fifty Eight Thousand Seven Hundred Four Dollars (\$58,704) for the required services.

**NOW, THEREFORE**, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. Section 2 of Agreement No. 18-188 entitled "COMPENSATION/PAYMENT PROCEDURE" is hereby amended to read as follows:

**2. COMPENSATION/PAYMENT PROCEDURE.** Subject to the conditions of this section, CITY will pay CONTRACTOR as follows for performing the Scope of Work ("Compensation"):

A total payment of One Hundred Seventeen Thousand Four Hundred Eight Dollars (\$ 117,408) which shall be paid as follows: upon successful completion of tasks assigned to CONTRACTOR as described in the RFP and at the rates specified in the submitted Proposal Form, attached hereto as

**Exhibit B** and incorporated by reference herein.

CITY will pay CONTRACTOR within 30 days after CONTRACTOR submits an itemized invoice for the portions of the Scope of Work completed and that invoice is approved by CITY. The Compensation will be the total amount paid to CONTRACTOR for performing the Scope of Work and includes, but is not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to CONTRACTOR. In no case will CITY compensate CONTRACTOR more than \$ 117,408 for performing the Scope of Work.

2. Section 3 of Agreement No. 18-188 entitled "TERM" is hereby amended to read as follows:

3. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on November 30, 2020. The agreement is renewable for two consecutive one-year periods at the CITY's option and upon mutually agreeable terms.

3. Except as amended herein, all provisions of Agreement No. 18-188 shall remain in full force and effect.

-- oOo --

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to Agreement No. 18-188 to be executed the day and year first above written.

"CITY"

"CONTRACTOR"

**CITY OF BAKERSFIELD**

**EMTS, INC.**

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

**KAREN GOH**  
Mayor

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

Print Name: Adam Wong

Title: General Manager

APPROVED AS TO CONTENT:  
**PUBLIC WORKS DEPARTMENT**

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

**NICK FIDLER**  
Public Works Director

APPROVED AS TO FORM:  
**VIRGINIA GENNARO**  
City Attorney

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

**JOSHUA RUDNICK**  
Deputy City Attorney II

COUNTERSIGNED:

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

**RANDY MCKEEGAN**  
Finance Director



# ADMINISTRATIVE REPORT

**MEETING DATE:** 11/20/2019

Consent – Agreements j.

**TO:** Honorable Mayor and City Council  
**FROM:** Randy McKeegan, Finance Director  
**DATE:** 11/6/2019  
**WARD:**  
**SUBJECT:** Amendment No. 1 to Agreement No. 18-199 with SC Fuels (\$1,250,000; revised not to exceed \$2,250,000 and extend the term one year) for supply of partial/bob-tail fuel deliveries.

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## STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

## BACKGROUND:

On November 28, 2018, the City Council approved the annual contract for the supply of partial/bob-tail fuel deliveries with SC Fuels in the amount of \$1,000,000; renewable annually thereafter for four one-year periods.

Currently there is \$70,000 available on the contract. Amendment No. 1 will extend the term one year and increase compensation by \$1,250,000 for a revised not exceed amount of \$2,250,000. Approval of the amendment allows the City to continue to meet the demand for partial/bob-tail fuel deliveries. Funds are budgeted in the Equipment Management Fund for this contract.

## ATTACHMENTS:

Description	Type
▢ Amendment No. 1 to Agmt 18-199 SC Fuels	Agreement

**AGREEMENT NO. 18-199(1)**

**AMENDMENT NO. [1] TO  
AGREEMENT NO. 18-199**

**THIS AMENDMENT NO. 1 TO AGREEMENT NO. 18-199** is made and entered into on \_\_\_\_\_, by and between the **CITY OF BAKERSFIELD**, a municipal corporation (referred to herein as "CITY"), and **SOUTHERN COUNTIES OIL CO., A CALIFORNIA LIMITED PARTNERSHIP dba SC FUELS** (referred to herein as "CONTRACTOR").

**RECITALS**

**WHEREAS**, on the November 28, 2018, the CITY and CONTRACTOR entered into Agreement No. 18-199 in the amount of \$1,000,000 for the supply of fuel bobtail and partial loads; and

**WHEREAS**, the parties desire to amend Agreement No. 18-199 to extend the agreement term one year and increase compensation by \$1,250,000 to allow continuance of supplying fuel bobtail and partial loads.

**NOW, THEREFORE**, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. Section 2 of Agreement No. 18-199 entitled "COMPENSATION" is hereby amended to read as follows:

2. **COMPENSATION.** Compensation for all work, services or products called for under this Agreement shall consist of a total payment **NOT TO EXCEED TWO MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$2,250,000)** in accordance with the bid documents.

The compensation set forth in this section shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY shall pay only the compensation listed unless otherwise agreed to in writing by the parties.

2. Section 32 of Agreement No. 18-199 entitled "TERM" is hereby amended to read as follows:

32. **TERM.** Contractor shall provide services in strict accordance with the terms set forth herein for one (1) year from December 14, 2019, unless sooner terminated as set forth in this Agreement. The Agreement shall be

renewable annually thereafter for three (3) consecutive one-year periods. Renewal options shall be exercised at the sole option and discretion of the City of Bakersfield.

3. Except as amended herein, all provisions of Agreement No. 18-199 shall remain in full force and effect.

-- o0o --

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to Agreement No. 18-199 to be executed the day and year first above written.

"CITY"

"CONTRACTOR"

**CITY OF BAKERSFIELD**

**SC FUELS**

By: \_\_\_\_\_  
**KAREN GOH**  
Mayor

By: Sherry Thomas  
Print Name: Sherry Thomas  
Title: President

APPROVED AS TO CONTENT:  
FINANCE DEPARTMENT

By: Tera Ortiz  
**TERA ORTIZ**  
Assistant Finance Director

APPROVED AS TO FORM:  
**VIRGINIA GENNARO**  
City Attorney

By:   
**JOSHUA H. RUDNICK**  
Deputy City Attorney

COUNTERSIGNED:

By: \_\_\_\_\_  
**RANDY McKEEGAN**  
Finance Director

Insurance Approved by
Risk Management: 



# ADMINISTRATIVE REPORT

**MEETING DATE:** 11/20/2019

Consent – Agreements k.

**TO:** Honorable Mayor and City Council  
**FROM:** Randy McKeegan, Finance Director  
**DATE:** 11/6/2019  
**WARD:**  
**SUBJECT:** Amendment No. 2 to Agreement No. 17-203 with Pinnacle Petroleum, Inc. (\$2,500,000; revised not to exceed \$7,500,000, and extend the term one year), for supply of tractor/trailer fuel deliveries.

---

## STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

## BACKGROUND:

On December 13, 2017, the City Council approved the annual contract for the supply of tractor/trailer fuel deliveries with Pinnacle Petroleum, Inc., in the amount of \$2,500,000; renewable annually thereafter for four one-year periods. On December 12, 2018, City Council approved Amendment No. 1 extending the term one year and increasing compensation by \$2,500,000.

Currently there is \$900,000 available on the contract. Amendment No. 2 will extend the term one year and increase compensation by \$2,500,000 for a revised not to exceed amount of \$7,500,000. Approval of the amendment allows the City to continue to meet the demand for tractor/trailer fuel deliveries. Funds are budgeted in the Equipment Management Fund for this contract.

## ATTACHMENTS:

Description	Type
☐ Amendment No. 2 to Agmt 17-203 Pinnacle Petroleum	Agreement

**AGREEMENT NO. 17-203(2)**

**AMENDMENT NO. [2] TO  
AGREEMENT NO. 17-203**

**THIS AMENDMENT NO. 2 TO AGREEMENT NO. 17-203** is made and entered into on \_\_\_\_\_, by and between the **CITY OF BAKERSFIELD**, a municipal corporation (referred to herein as "CITY"), and **PINNACLE PETROLEUM, INC.** (referred to herein as "CONTRACTOR").

**RECITALS**

**WHEREAS**, on the December 13, 2017, the CITY and CONTRACTOR entered into Agreement No. 17-203 in the amount of \$2,500,000 for the supply of tractor trailer fuel loads; and

**WHEREAS**, on December 12, 2018, Council approved Amendment No. 1 extending the term one year and increasing compensation by \$2,500,000 to allow the continuance of supplying tractor trailer fuel loads; and

**WHEREAS**, CITY and CONTRACTOR have agreed to extend the contract term one year and increase compensation by TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) to allow continuance of supplying tractor trailer fuel loads.

**NOW, THEREFORE**, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. Section 2 of Agreement No. 17-203 entitled "**COMPENSATION**" is hereby amended to read as follows:

2. **COMPENSATION.** Compensation for all work, services or products called for under this Agreement shall consist of a total payment **NOT TO EXCEED SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000)** in accordance with the bid documents.

The compensation set forth in this section shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY shall pay only the compensation listed unless otherwise agreed to in writing by the parties.

2. Section 12 of Agreement No. 17-203 entitled "**TERM**" is hereby amended to read as follows:

**12. TERM.** Unless terminated sooner, as set forth herein, CONTRACTOR shall provide services for an additional one (1) year term. The agreement shall be renewable for two consecutive one-year periods at the City's option and upon mutually agreeable terms.

**3.** Except as amended herein, all provisions of Agreement No. 17-203 shall remain in full force and effect.

-- o0o --

**IN WITNESS WHEREOF,** the parties hereto have caused this Amendment No. 2 to Agreement No. 17-203 to be executed the day and year first above written.

"CITY"

"CONTRACTOR"

**CITY OF BAKERSFIELD**

**PINNACLE PETROLEUM, INC.**

By: \_\_\_\_\_  
**KAREN GOH**  
Mayor

By: \_\_\_\_\_  
Print Name: Liz M. Kihlay  
Title: President

APPROVED AS TO CONTENT:  
FINANCE DEPARTMENT  
By: Tera L. Ortiz  
**TERA ORTIZ**  
Assistant Finance Director

APPROVED AS TO FORM:  
**VIRGINIA GENNARO**  
City Attorney  
By: Joshua H. Rudnick  
**JOSHUA H. RUDNICK**  
Deputy City Attorney

COUNTERSIGNED:

By: \_\_\_\_\_  
**RANDY MCKEEGAN**  
Finance Director

Insurance Approved by
Risk Management: _____ 



**AGREEMENT NO. 17-007(3)**

**AMENDMENT NO. [3] TO  
AGREEMENT NO. 17-007**

**THIS AMENDMENT NO. 3 TO AGREEMENT NO. 17-007** is made and entered into on \_\_\_\_\_, by and between the **CITY OF BAKERSFIELD**, a municipal corporation (referred to herein as "CITY"), and **TARGET SPECIALTY PRODUCTS** (referred to herein as "CONTRACTOR").

**RECITALS**

**WHEREAS**, on the January 4, 2017, the CITY and CONTRACTOR entered into Agreement No. 17-007 in the amount of \$150,000 for the supply of chemicals, insecticides, herbicides; and

**WHEREAS**, on December 17, 2017, Council approved Amendment No. 1 increasing compensation by \$100,000 and extending the term one year to allow the continuance of supplying chemicals, insecticides, and herbicides; and

**WHEREAS**, on September 19, 2018, Council approved Amendment No. 2 increasing compensation by \$150,000 and extending the term one year to allow the continuance of supplying chemicals, insecticides, and herbicides; and

**WHEREAS**, CITY and CONTRACTOR have agreed to increase compensation \$150,000, and extend the term one year; to allow continuance of supplying chemicals, insecticides, and herbicides.

**NOW, THEREFORE**, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. Section 2 of Agreement No. 17-007 entitled "**COMPENSATION**" is hereby amended to read as follows:

**2. COMPENSATION.** Compensation for all work, services or products called for under this Agreement shall consist of a total payment **NOT TO EXCEED FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$550,000)** in accordance with the bid documents.

The compensation set forth in this section shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes.

CITY shall pay only the compensation listed unless otherwise agreed to in writing

by the parties.

2. Section 12 of Agreement No. 17-007 entitled "TERM" is hereby amended to read as follows:

12. **TERM.** Unless terminated sooner, as set forth herein, CONTRACTOR shall provide services for an additional one (1) year term. The agreement shall be renewable for one consecutive one-year periods at the City's option and upon mutually agreeable terms.

3. Except as amended herein, all provisions of Agreement No. 17-007 shall remain in full force and effect.

-- o0o --

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 3 to Agreement No. 17-007 to be executed the day and year first above written.

"CITY"

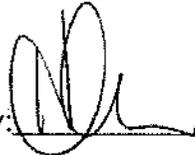
"CONTRACTOR"

**CITY OF BAKERSFIELD**

**TARGET SPECIALTY PRODUCTS**

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

**KAREN GOH**  
Mayor

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

Print Name: Hariven Cronk

Title: Contract Bid Specialist

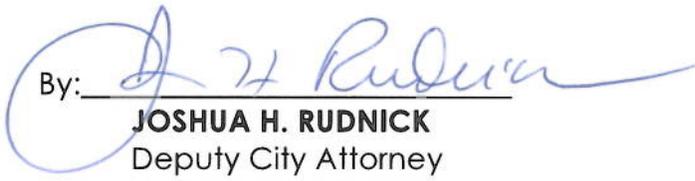
APPROVED AS TO CONTENT:  
FINANCE DEPARTMENT

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

**TERA ORTIZ**  
Assistant Finance Director

APPROVED AS TO FORM:

**VIRGINIA GENNARO**  
City Attorney

By:   
**JOSHUA H. RUDNICK**  
Deputy City Attorney

COUNTERSIGNED:

By: \_\_\_\_\_  
**RANDY MCKEEGAN**  
Finance Director

Insurance Approved by
Risk Management: 



# ADMINISTRATIVE REPORT

**MEETING DATE:** 11/20/2019

Consent – Agreements m.

**TO:** Honorable Mayor and City Council  
**FROM:** Nick Fidler, Public Works Director  
**DATE:** 11/1/2019  
**WARD:**  
**SUBJECT:** Amendment No. 1 to Agreement No. 17-192 with Meyer Civil Engineering, Inc. (\$50,000; revised not to exceed \$250,000), to provide on-call construction inspection services for development projects and the Capital Improvement Program.

---

## STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

## BACKGROUND:

To expedite the delivery of the Capital Improvement Program (CIP) and to supplement the demand for inspections related to development and subdivisions, staff implemented an "on-call" inspection program in 1996. This program augments current Construction Division staff by providing contract inspection services as needed for various city inspection demands. The program has proven to be very effective in maintaining staffing to provide timely response of the City's inspection responsibilities.

In order to meet the demand for construction inspection services needed for both CIP projects as well as development and subdivisions, 95 percent of the original amount (\$200,000) approved under the current agreement with Meyer Civil Engineering, Inc. (MCE), which is for construction inspection services for calendar years 2018 and 2019, has been expended. While we do have on-call inspection agreements with two other firms (McIntosh & Associates and NV5), their availability has not been consistent with the demand for inspection services which has resulted in the use of MCE on a more frequent basis. In order to maintain a level of service which is consistent with the demand for inspection services, staff recommends that the current agreement with MCE be amended to increase the total not-to-exceed compensation to \$250,000.

No appropriations are necessary since these agreements will be funded by either budgeted capital improvement projects or by inspection fees collected from developers.

## ATTACHMENTS:

Description

Type

- ▣ Amendment No. 1 to Agreement No. 17-192 with Meyer Agreement  
Civil Engineering, Inc.

**AGREEMENT NO. \_\_\_\_\_**

**AMENDMENT NO. 1 TO  
AGREEMENT NO. 17-192**

**THIS AMENDMENT NO. 1 TO AGREEMENT NO. 17-192** is made and entered into on \_\_\_\_\_, by and between the **CITY OF BAKERSFIELD**, a municipal corporation, ("CITY" herein) and **MEYER CIVIL ENGINEERING, INC.** a corporation ("CONTRACTOR" herein).

**RECITALS**

**WHEREAS**, CITY and CONTRACTOR have entered into Agreement No. 17-191 on December 13, 2017 for on-call construction inspection services for various Public Works projects for calendar years 2018 and 2019; and

**WHEREAS**, the need for construction inspection services required on Public Works projects has exceeded original expectations; and

**WHEREAS**, there are additional projects requiring on-call construction inspection services during the remainder of calendar years 2018 and 2019; and

**WHEREAS**, CITY and CONTRACTOR have agreed to additional Compensation of Fifty Thousand Dollars (\$50,000.00) to allow the continuance of on-call construction inspection services.

**NOW, THEREFORE**, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. Section 2 of Agreement No. 17-192 entitled "COMPENSATION" is hereby amended to read as follows:

**2. COMPENSATION.** Compensation for services under "Scope of Work" shall equal the hourly rate(s) listed on Exhibit "B" multiplied by the time spent on inspection and other related activities by individual inspector(s). The compensation set forth in this section shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY shall pay only the compensation listed unless otherwise agreed to in writing by the parties. In no case shall the CONTRACTOR receive

more than **Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00)**.

**2.** Except as amended herein, all provisions of Agreement No. 17-192 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. 17-192 to be executed the day and year first above written.

"CITY"

"CONTRACTOR"

**CITY OF BAKERSFIELD**

By: \_\_\_\_\_  
**Karen K. Goh**  
Mayor

By: Richard Meyer  
Print Name: Richard Meyer  
Title: President  
Meyer Civil Engineering, Inc.

APPROVED AS TO CONTENT:  
**PUBLIC WORKS DEPARTMENT**

By: \_\_\_\_\_  
**NICK FIDLER**  
Public Works Director

APPROVED AS TO FORM:  
**VIRGINIA GENNARO**  
City Attorney

By: \_\_\_\_\_  
**VIRGINIA GENNARO**  
City Attorney

COUNTERSIGNED:

By: \_\_\_\_\_  
**RANDY MCKEEGAN**  
Finance Director



# ADMINISTRATIVE REPORT

**MEETING DATE:** 11/20/2019

Consent – Agreements n.

**TO:** Honorable Mayor and City Council  
**FROM:** Nick Fidler, Public Works Director  
**DATE:** 9/6/2019  
**WARD:** Ward(s) 1, 2, 6, 7  
**SUBJECT:** Contract Change Order Nos. 133, 175, and 185 to Agreement No. 14-241 with Security Paving Company (\$19,787.36; revised not to exceed \$89,534,495.33) for the Beltway Operational Improvements Project.

---

## STAFF RECOMMENDATION:

Staff recommends approval of contract change orders.

## BACKGROUND:

This project consists of constructing operational improvements along State Route 58 (SR-58) between State Route 99 (SR-99) and Cottonwood Road, and at the SR-99/Ming Avenue interchange. These improvements include:

- "Braiding" of the SR-58 ramps from northbound and southbound SR-99 with the South H Street off-ramp, in order to eliminate the short non-standard weaving length between these interchange ramps.
- Retaining walls along these braided ramps.
- Sound walls along most of SR-58 between SR-99 and Cottonwood Road, and along northbound SR-99 to the eastbound SR-58 ramp north of the Belle Terrace overcrossing.
- Auxiliary lane in advance of the eastbound SR-58 off-ramp to Union Avenue.
- Auxiliary lane in advance of the westbound SR-58 off-ramp to Chester Avenue.
- Auxiliary lane in advance of the northbound SR-99 off-ramp to Ming Avenue.

Change Order No. 133 provides a credit to City for adjustments made to the northbound SR-99 Ming off-ramp. Due to constructability and staging factors, the reinforced concrete and the rubberized asphalt sections of this ramp were modified to regular class II base and asphalt section. These modifications resulted in a credit to the City. This change order results in an net decrease of \$22,152.00.

Change Order No. 175 provides compensation to the contractor for minor electrical and structure modifications to the Ming Ave pump station. Also, the addition of a final performance

testing as required by Caltrans. During a Caltrans inspection to this pump station, Caltrans reviewers requested these minor modifications to the original lighting configuration and electrical system. Also, an additional performance test was required for the final approval of this pump station. All this work and test is extra work. This change order results in an estimated increase of \$21,939.36.

Change Order No. 185 is an extension to contract change order No. 10 previously approved by the City council on 10/14/2015 and provides compensation to the contractor for 50 percent of the Dispute Resolution Board (DRB) services cost. In accordance with the contract documents, the contractor and the City share the cost related to DRB services. The DRB, contractor, and the City staff meet about 4 times a year plus any additional resolution disputes requested by either party. Once the costs have been incurred, the City reimburses half of the costs when the proper documentation and justification have been reviewed and approved by the City. This contract change order results in an estimated increase of \$20,000.

The net cost increase of Contract Change Order Nos. 133, 175, and 185 is \$19,787.36. The sum of all change orders to date on this project reflects a total cost increase of \$7,654,969.13 (which results in a 9.35 percent increase of the original contract amount) as illustrated below:

Original Contract Amount	= \$81,879,526.20
Previous Change Orders	= \$ 7,635,181.77
Current Change Orders No.133, 175, and 185	= \$ 19,787.36
Amended Contract Agreement after CCOs	= \$89,534,495.33
Net Increase to date	= \$ 7,654,969.13

The contractor has refused to sign all contract change orders alleging additional time to be granted to the project. However, the contractor needs to submit a time impact analysis to justify adding days to the project. In a good faith effort to make payments to the contractor, staff recommends unilateral approval of these change orders using the engineer's calculated quantities and without the contractor's signature. If the contractor later submits acceptable justification for a revision to any of these change orders, staff will review the additional information and, if changes are warranted, a revised contract change order will be placed on a future City Council agenda.

Adequate federal and local funds have been previously budgeted to cover these additional costs. There is no General Fund impact associated with these change orders.

**ATTACHMENTS:**

Description	Type
☐ CCO 14-241 #133	Agreement
☐ CCO 14-241 #175	Agreement
☐ CCO 14-241 #185	Agreement

CITY OF BAKERSFIELD



Thomas Roads Improvement Program

CONTRACT CHANGE ORDER

SHEET 1 OF 3

CONTRACT NO. 14-241 CHANGE ORDER NO. 133 P.O. NO. \_\_\_\_\_

PROJECT: Beltway Operational Improvement Project (BOIP) P.N.R.S. 5109(213)  
TRBI17 FEDERAL NO. (\$) \_\_\_\_\_

CONTRACTOR: Security Paving Company  
 ADDRESS: 2915 Fairhaven Drive  
Bakersfield, CA 93309

**YOU ARE HEREBY DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES FROM THE PLANS AND SPECIFICATIONS OR DO THE FOLLOWING WORK DESCRIBED NOT INCLUDED IN THE PLANS AND SPECIFICATIONS ON THIS CONTRACT.**

**NOTE: This change order is not effective until approved by City Council or City Engineer**

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work of contract price, agreed price and force account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

CHANGE SUBMITTED BY: Luis Topete, P.E. Resident Engineer DATE: \_\_\_\_\_  
 CHANGE REQUESTED BY: Luis Topete, P.E. Resident Engineer DATE: \_\_\_\_\_

Pursuant to Standard Specification Section 4-1.05, "Changes and Extra Work", modify the structural sections at the NB SR99 Ming Off-ramp as shown on redlined sheet X-1 and L-17 as included on sheets 2 and 3 of this contract change order. All work shall be in accordance with the contract documents.

**Estimate of Increase in Contract Items at Contract Unit Prices**

Item	Description	Qty	Unit	CCO 133 % Item	Unit Price (\$)	Total (\$)
104	Class II Aggregate Base	150	CY	0.75%	\$38.00	5,700.00
108	Hot Mix Asphalt (Type A)	156	TON	0.77%	\$82.00	12,792.00
<b>Total Estimate of Increase in Contract Items at Contract Unit Prices:</b>						<b>\$18,492.00</b>

**Estimate of Decrease in Contract Items at Contract Unit Prices**

Item	Description	Qty	Unit	CCO 133 % Item	Unit Price (\$)	Total (\$)
109	Rubberized Hot Mix Asphalt (Gap Graded)	-22	TON	-0.11%	\$112.00	(2,464.00)
119	Continuously Reinforced Concrete Pavement (CRCP)	-166	CY	-0.77%	\$230.00	(38,180.00)
<b>Total Estimate of Decrease in Contract Items at Contract Unit Prices:</b>						<b>(\$40,644.00)</b>

ACCOUNT NO (S) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ INCREASE (\$22,152.00)  
 DECREASE \_\_\_\_\_

By reason of this order the time of completion will be adjusted as follows: City Council Approval Required YES X  
 Deferred NO \_\_\_\_\_

Approved As to Form: CITY ATTORNEY Approved by the Council of City of Bakersfield

Approval Recommended: City Engineer Mayor

Countersigned: Finance Director Date

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted, Date: \_\_\_\_\_ Contractor: "unilateral" Title: \_\_\_\_\_



CCO No. 133 - Sheet 3 of 3

ROUTE 56  
Kern County

DATE 03/28/17

REVISIONS

DESIGNED BY

CHECKED BY

DATE REVISION

REVISOR

PROJECT

DATE

PROJECT NO. 133  
SHEET NO. 3 OF 3  
DATE 03/28/17

REGISTERED CIVIL ENGINEER  
DATE 06/09/14

PLANS APPROVAL DATE  
DATE 09/08/15

CITY OF HANFORD  
1809 TRAYLOR AVENUE  
HANFORD, CALIFORNIA 93201

CONTRACT NO. 133  
SHEET NO. 3 OF 3

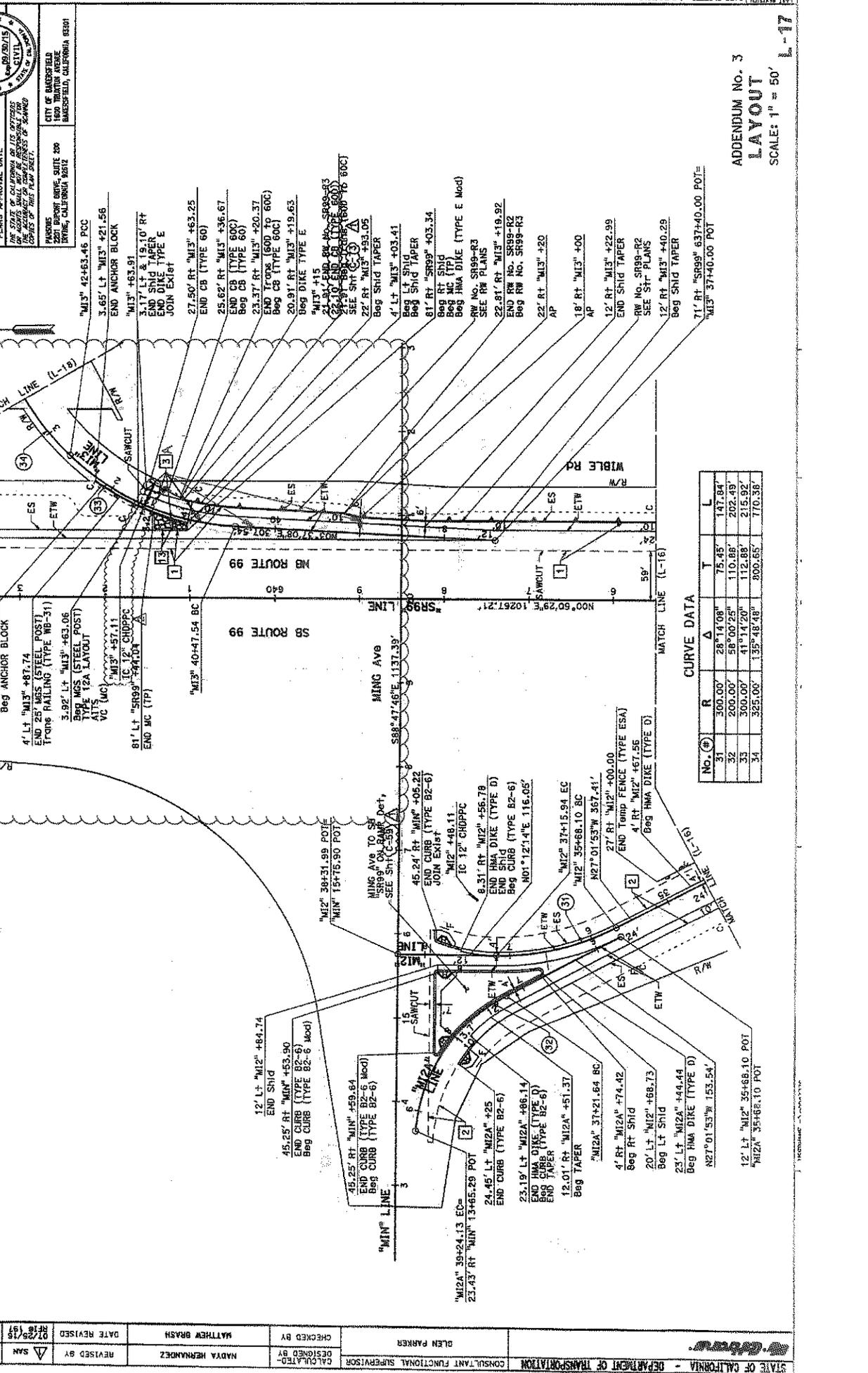
PROJECT TITLE  
SOUND WALL AND REINFORCING WALL SHEET LOCATIONS

ENGINEER  
DATE 06/09/14

APPROVAL  
DATE 09/08/15

CITY OF HANFORD  
1809 TRAYLOR AVENUE  
HANFORD, CALIFORNIA 93201

PROJECT TITLE  
SOUND WALL AND REINFORCING WALL SHEET LOCATIONS



NOTES:

- FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
- SOUND WALL AND REINFORCING WALL SHEET LOCATIONS SHOWN ON SHEET R-1.

CURVE DATA

No. #	R	Δ	T	L
31	300.00'	28°14'08"	75.45'	147.84'
32	200.00'	58°00'25"	110.88'	202.49'
33	300.00'	41°14'20"	112.88'	215.92'
34	325.00'	135°48'48"	302.65'	170.35'

APPENDUM NO. 3  
LAYOUT  
SCALE: 1" = 50'

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
CONSULTANT FUNCTIONAL SUPERVISOR  
GLEN PARKER

DESIGNED BY  
NADYA HERNANDEZ

CHECKED BY  
MATTHEW BRASH

DATE REVISION  
03/28/17

REVISOR  
SAN

PROJECT  
ROUTE 56

DATE  
03/28/17

PROJECT NO. 133  
SHEET NO. 3 OF 3

REGISTERED CIVIL ENGINEER  
DATE 06/09/14

PLANS APPROVAL DATE  
DATE 09/08/15

CITY OF HANFORD  
1809 TRAYLOR AVENUE  
HANFORD, CALIFORNIA 93201

CONTRACT NO. 133  
SHEET NO. 3 OF 3

ENGINEER  
DATE 06/09/14

APPROVAL  
DATE 09/08/15

CITY OF HANFORD  
1809 TRAYLOR AVENUE  
HANFORD, CALIFORNIA 93201

PROJECT TITLE  
SOUND WALL AND REINFORCING WALL SHEET LOCATIONS

CITY OF BAKERSFIELD



Thomas Roads Improvement Program

CONTRACT CHANGE ORDER

SHEET 1 OF 7

CONTRACT NO. 14-241 CHANGE ORDER NO. 175 P.O. NO. \_\_\_\_\_

PROJECT: Beltway Operational Improvement Project (BOIP) P.NRS 5109(213)  
TRBI17 FEDERAL NO. (S) \_\_\_\_\_

CONTRACTOR: Security Paving Company  
 ADDRESS: 2915 Fairhaven Drive  
Bakersfield, CA 93309

**YOU ARE HEREBY DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES FROM THE PLANS AND SPECIFICATIONS OR DO THE FOLLOWING WORK DESCRIBED NOT INCLUDED IN THE PLANS AND SPECIFICATIONS ON THIS CONTRACT.**

**NOTE: This change order is not effective until approved by City Council or City Engineer**

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work of contract price, agreed price and force account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

CHANGE SUBMITTED BY: Luis Topete, P.E. Resident Engineer DATE: \_\_\_\_\_  
 CHANGE REQUESTED BY: Luis Topete, P.E. Resident Engineer DATE: \_\_\_\_\_

**Extra Work at Force Account**

As directed by the Engineer and pursuant to Section 4-1.05, "Changes and Extra Work", modify the planned lighting and structural steel components at the Ming Pump Plant as shown on revised sheets ST-8, ST-12, EE-7, EE-8, EE-9 and EE-10 as included on sheets 2 through 7 of this contract change order. In addition, provide all labor and equipment necessary to fill the existing storage box at the Ming Pump Plant to facilitate performance retesting. Compensation for all labor, materials, equipment and incidentals will be made pursuant to Standard Specification Section 9-1.04, "Force Account" and Special Provision Section 9-1.04A, "Payment". All work shall be pursuant to the contract documents.

Total Estimate of Extra Work at Force Account: **\$18,000.00**

**Extra Work at Agreed Lump Sum**

Pursuant to Standard Specification Section 4-1.05, "Changes and Extra Work", compensate the Contractor for all labor, materials and equipment for performance retesting at the Ming Pump Plant pursuant to Standard Specification Section 74-1.01D(3) "Performance Tests". For all costs associated with performance retesting, excluding the filling of the storage box with water to facilitate performance retesting, the Contractor agrees and accepts the lump sum amount of \$3,939.36 and no additional compensation will be made. All work shall be in accordance with the contract documents.

Total Extra Work at Agreed Lump Sum: **\$3,939.36**

ACCOUNT NO (S) _____	INCREASE _____	\$21,939.36
_____	DECREASE _____	_____

By reason of this order the time of completion will be adjusted as follows:	City Council Approval Required	YES	X
	Deferred	NO	_____

Approved As to Form: CITY ATTORNEY Approved by the Council of City of Bakersfield

Approval Recommended: City Engineer Mayor

Countersigned: Finance Director Date

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted, Date: \_\_\_\_\_ Contractor: "Unilateral" Title: \_\_\_\_\_



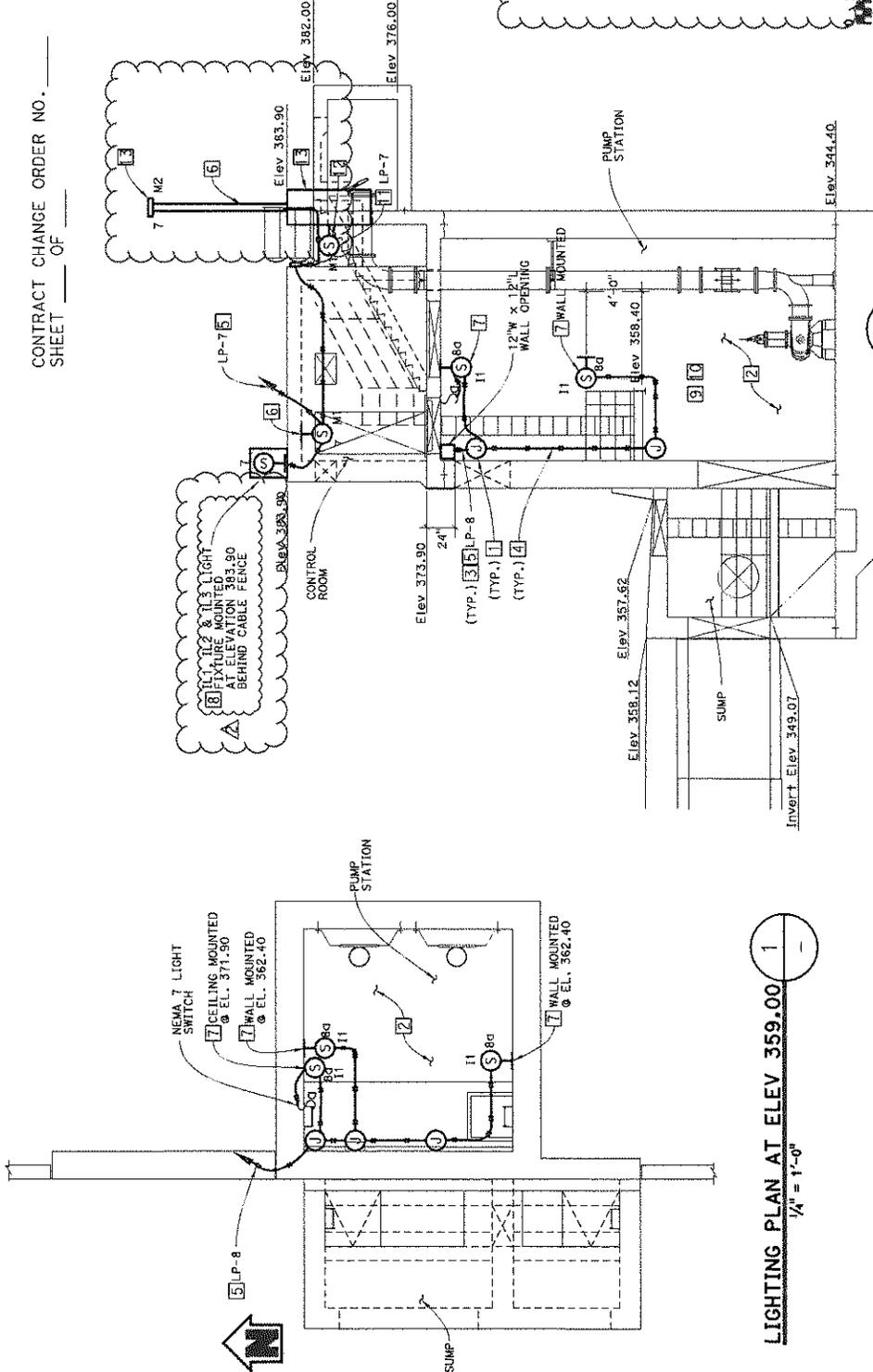


CCO No. 175 - Sheet 4 of 7

NO.	DATE	DESCRIPTION
1	7/3/14	ADDED ILS
2	7/3/14	REVISION(S) DESCRIPTIONS



CONTRACT CHANGE ORDER NO. \_\_\_\_\_  
SHEET \_\_\_\_\_ OF \_\_\_\_\_



LIGHTING PLAN AT ELEV. 359.00  
1/4" = 1'-0"

SECTION A-A  
1/4" = 1'-0"

SCALE: 1/4" = 1'-0"

- NOTES:**
- 1 Junction boxes shall be Class 1, Type 1, and shall be protected by door and terminal block insulce.
  - 2 Wet well is hazardous area Class I, Division 2.
  - 3 Conduit seal-off (EVS) in all conduits entering and exiting pump station on wet well to MCC-1. 1 1/2" L wall opening to MCC-1.
  - 4 All conduits from wet well to MCC-1 shall be 1 1/2" PVC coated rigid steel.
  - 5 3/4" C-2812 & 1#12C. Via 12" W x 12" L wall opening to MCC-1.
  - 6 Exterior light shall be controlled via photocell.
  - 7 See Section EE-7 for lighting fixture schedule.
  - 8 Refer to control schematic diagram EE-9 for wiring connection of ILS, IL2 & IL3 on EE-10. Refer to detail 1.5
  - 9 For float switch cable connection, refer to detail 1.4 on EE-10.
  - 10 For transducer monitoring detail 1.1, Refer to detail 1.5 on EE-10.
  - 11 Exterior light shall be controlled by control room light switch.
  - 12 Route 1" RGS conduit under stairs to light switch in control room. 2#12 & 1#12C.
  - 13 Pole mounted light. Pole height 16' and diameter 6". Pole base 30" diameter and 6' long.

EE-7

MING AVE PUMP PLANT (REPLACE)  
ELECTRICAL - LIGHTING PLAN 1 OF 2

PREPARED FOR THE  
STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

DESIGNER: D. PASTRANA  
CHECKED: D. PASTRANA  
DATE: 7/3/14

PROJECT NUMBER & PHASE: 051400 0054 1 CONTRACT NO.: 02-484611  
UNIT: 1477  
FILE: 02-50-2336-WP-007.dwg

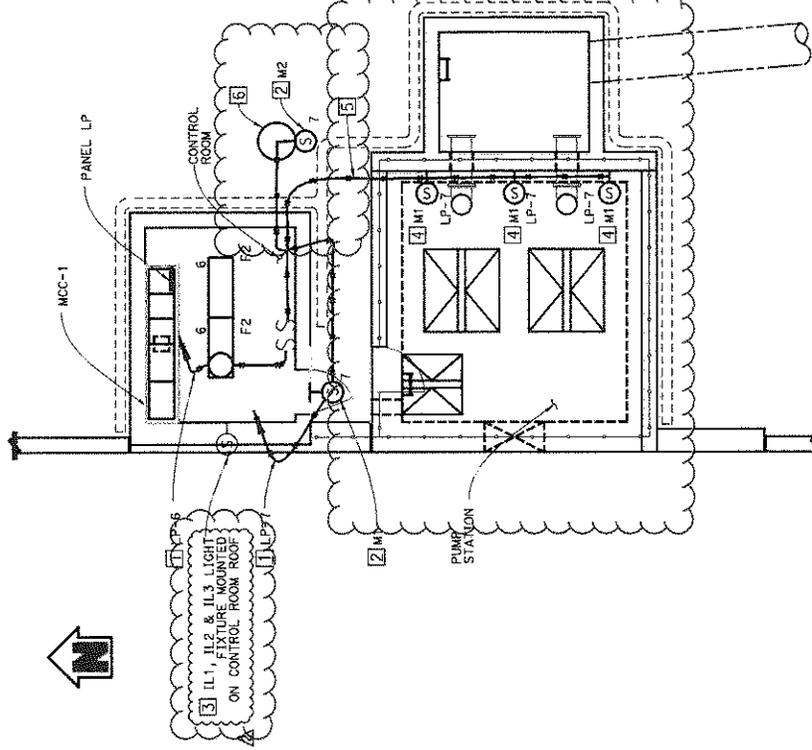
DESIGN: JMD, JMB, MJK, HEN  
DATE: 7/3/14  
SET: 08/05/14

NO.	DATE	DESCRIPTION
1	7/3/14	ADDED ILS
2	7/3/14	REVISION(S) DESCRIPTIONS

NO.	DATE	DESCRIPTION
1	7/3/14	ADDED ILS
2	7/3/14	REVISION(S) DESCRIPTIONS

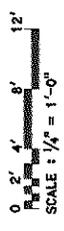
CCO No. 175 - Sheet 5 of 7

TYPE	DESCRIPTION	TOTAL WATTS		LAMPS		MOUNTING
		NO.	WATTS	NO.	WATTS	
F2	4" SURFACE MOUNTED FLUORESCENT FIXTURE WITH 2-32W T8 LAMP, NIKSEL CAT. NO. 1000-120-PE-LPI-120 OR APPROVED EQUAL.	2	60	2	32	SURFACE
I1	NEW LISTED AND LABELED FOR CLASS 1 DIVISION 2 LOCATION, WALL MOUNTED AND NONMETALLIC TYPE, ENCLOSED AND GASKETED, IMPACT AND HEAT RESISTANT CLEAR POLY CARBONATE GLOBE WITH PROTECTIVE BULB HOLDER, INCLUDE 26 WATTS COMPACT FLUORESCENT LAMP WITH AN ELECTRONIC, INSTANT START BALLAST.	1	26	1	26	WALL
M1	OUTDOOR DIE CAST METAL HALIDE LIGHTING FIXTURE WITH 100W MH LITHONIA LIGHTING CAT. NO. M1-100M-120-PE-LPI-DBL OR APPROVED EQUAL.	1	125	1	100	SURFACE
M2	OUTDOOR DIE CAST METAL HALIDE LIGHTING FIXTURE WITH 100W MH LITHONIA LIGHTING CAT. NO. M2-100M-120-PE-LPI-DBL OR APPROVED EQUAL.	1	125	1	100	POLE



- NOTES:**
- 3/4" C-2#12 & 1#120
  - Exterior light shall be controlled via photocell.
  - Refer to control schematic for wiring connections.
  - See notes 1 and provide 2 added wall pack lights. Lights shall be controlled by new Control Room switch off of LP7 circuit.
  - Route 1" RCS conduit under stairs to light switch in control room. 2#12 & 1#120.
  - Pole mounted light. Pole height 10' and diameter 6". Pole base 30" diameter and 6" pole location.

LIGHTING PLAN AT ELEV 373.90 AND 376.00  
1/4" = 1'-0"



DIST COUNTY ROUTE TOTAL PROJECT SHEETS  
06 49 99 22.1/22.7 11/1372

REGISTERED ELECT. ENGINEER DATE 6/3/14

PLANS APPROVAL DATE 7/3/14

CON. T. ASTRAM  
Lic. No. 030718  
ELEC  
STATE OF CALIF.

CITY OF BAKERSFIELD  
2201 Dupont Drive, Suite 200  
Bakersfield, CA 93301

PERSONS:  
2201 Dupont Drive, Suite 200  
Irvine, CA 92612

5-20-19 LIGHTING LAYOUT CHANGES  
7-12-16 ADDED ILS  
DATE REVISION(S) DESCRIPTIONS  
REVISION ELECTRICAL ENGINEER

CONTRACT CHANGE ORDER NO. \_\_\_\_\_  
SHEET \_\_\_\_\_ OF \_\_\_\_\_

PREPARED FOR THE  
STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

DESIGN NO. 50-025B  
POST MILES 150.44

UNIT: 147  
PROJECT NUMBER & PHASE: 051400 D064.1 CONTRACT NO.: 02-484614  
FILE # 27-50-0256-WE-008.450

DESIGNER: M. MORRIS  
CHECKED: D. PASTRANA  
QUANTITIES: S. DAME

DESIGNED BY: F. ORTEGA  
CHECKED BY: F. ORTEGA  
QUANTITIES BY: D. PASTRANA

DATE: SEPTEMBER 1, 2014  
SHEET NO.: 36 OF 40

EE-8



# CCO No. 175 - Sheet 7 of 7

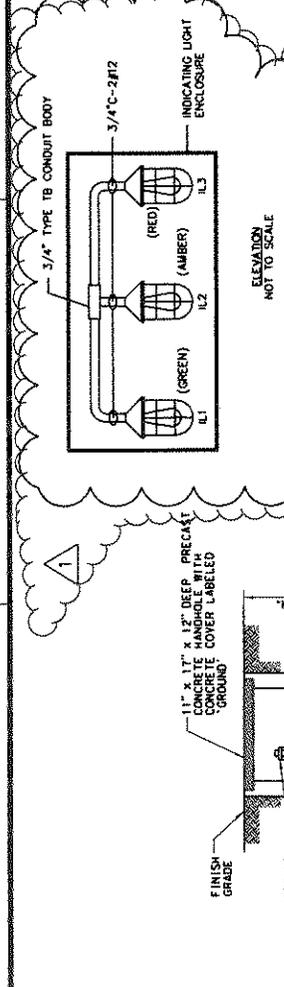
DIST	COUNTY	ROUTE	POST MILES	TOTAL SHEETS	SHEET TOTAL
06	Mer	99	22.1722.7	14	1372

REGISTERED ELECT. ENGINEER DATE 6/9/14

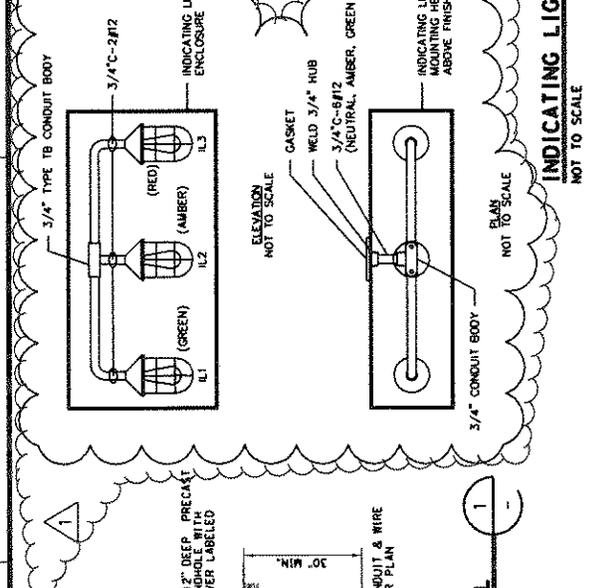
PLANS APPROVAL DATE 7/3/14

CITY OF BAKERSFIELD  
1600 Troutman Ave  
Bakersfield, CA 93301

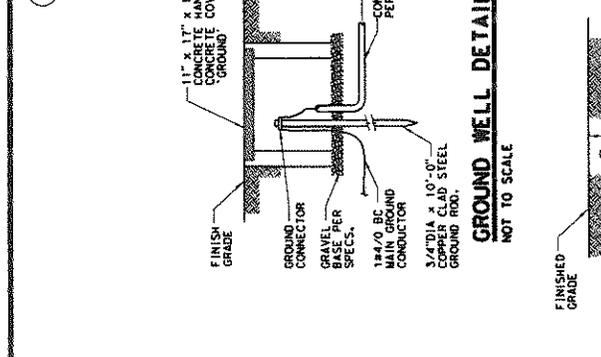
PARSONS  
2201 Dupont Drive, Suite 200  
Irvine, CA 92612



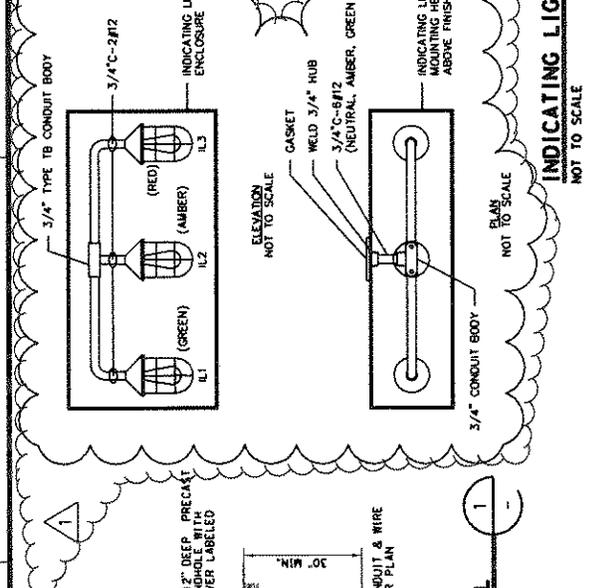
**GROUND WELL DETAIL**  
NOT TO SCALE



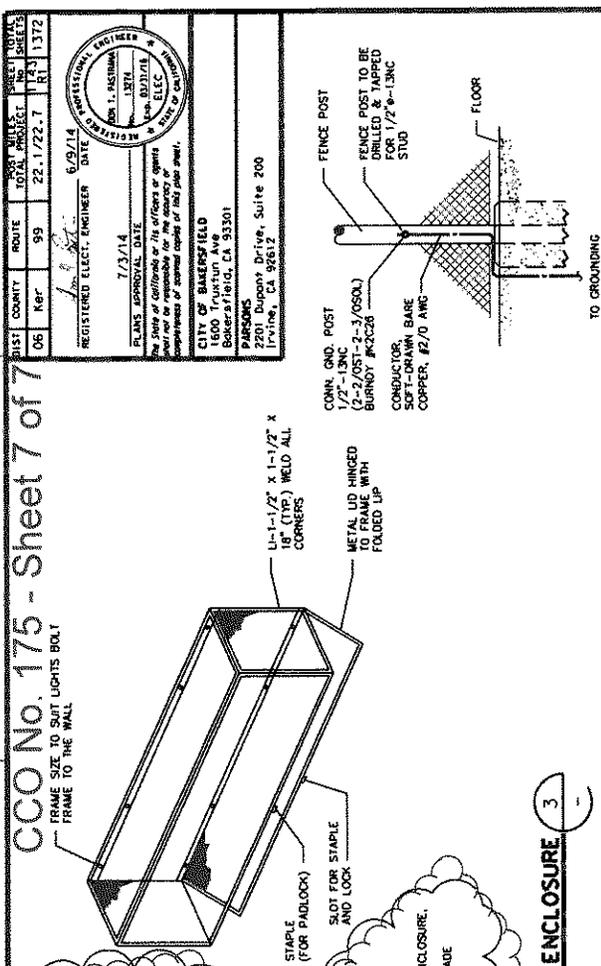
**INDICATING LIGHT ENCLOSURE**  
NOT TO SCALE



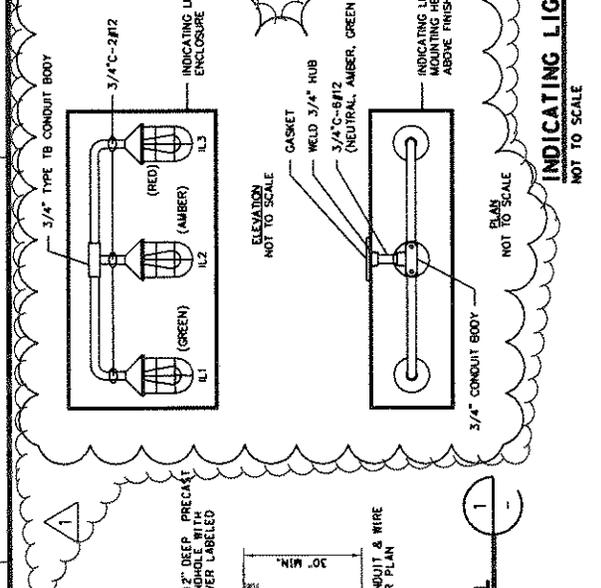
**DUCT BANK DETAIL**  
NOT TO SCALE



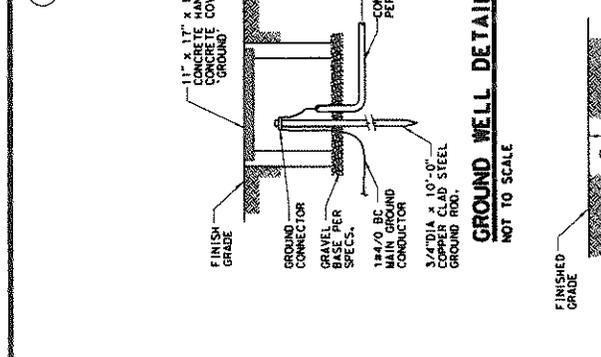
**CONDUIT @ LADDER SECTION**  
NOT TO SCALE



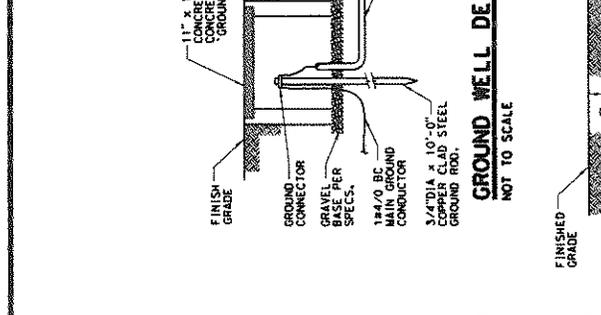
**FENCE POST GROUNDING**  
NOT TO SCALE



**FENCE GATE GROUNDING**  
NOT TO SCALE



**FLOAT SWITCHES MOUNTING DETAIL**  
NOT TO SCALE



**MING AVE PUMP PLANT (REPLACE) ELECTRICAL DETAILS**

DESIGN	F. ORATE	CHECKED	D. PASTORINA
DRAWN	F. ORATE	DESIGNED	D. PASTORINA
QUANTITIES	D. PASTORINA	DATE	11/17/14

PREPARED FOR THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

PROJECT NAME & PHASE: 061UD 0064 I CONTRACT NO.: 02-484614

UNIT: 1477

FILE # 17-50-0266-w-070-09p

CONTRACT CHANGE ORDER NO. \_\_\_\_\_

SHEET \_\_\_\_\_ OF \_\_\_\_\_

EE-10



CITY OF BAKERSFIELD



Thomas Roads Improvement Program

CONTRACT CHANGE ORDER

SHEET 1 OF 1

CONTRACT NO. 14-241 CHANGE ORDER NO. 185 P.O. NO. \_\_\_\_\_

PROJECT: Beltway Operational Improvement Project (BOIP) PNRS 5109(213)  
TRB17 FEDERAL NO. (S)

CONTRACTOR: Security Paving Company  
 ADDRESS: 2915 Fairhaven Drive  
Bakersfield, CA 93309

**YOU ARE HEREBY DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES FROM THE PLANS AND SPECIFICATIONS OR DO THE FOLLOWING WORK DESCRIBED NOT INCLUDED IN THE PLANS AND SPECIFICATIONS ON THIS CONTRACT.**

**NOTE: This change order is not effective until approved by City Council or City Engineer**

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work of contract price, agreed price and force account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

CHANGE SUBMITTED BY: Luis Topete, P.E. Resident Engineer DATE: \_\_\_\_\_  
 CHANGE REQUESTED BY: Luis Topete, P.E. Resident Engineer DATE: \_\_\_\_\_

**Extra Work at Force Account**

Compensate the Contractor for the Dispute Review Board costs in accordance with Section 5-1.43E 'Alternate Dispute Resolution' of the Standard Specifications. Compensation for all work will be made pursuant to Standard Specification Section 9-1.04, "Force Account" and Special Provision Section 9-1.04A, "Payment".

Total Estimate of Extra Work at Force Account: **\$20,000.00**

ACCOUNT NO (S) _____	INCREASE _____	\$20,000.00
_____	DECREASE _____	_____

By reason of this order the time of completion will be adjusted as follows:	City Council Approval Required	YES	X
	Deferred	NO	_____

Approved As to Form: CITY ATTORNEY \_\_\_\_\_ Approved by the Council of City of Bakersfield \_\_\_\_\_

Approval Recommended: City Engineer \_\_\_\_\_ Mayor \_\_\_\_\_

Countersigned: Finance Director \_\_\_\_\_ Date \_\_\_\_\_

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted, Date: \_\_\_\_\_ Contractor: "Unilateral" Title: \_\_\_\_\_



# ADMINISTRATIVE REPORT

**MEETING DATE:** 11/20/2019

Consent – Bids o.

**TO:** Honorable Mayor and City Council

**FROM:** Dianne Hoover, Director of Recreation and Parks

**DATE:** 11/4/2019

**WARD:** Ward 6

**SUBJECT:** Accept bid and approve contract with MD Concrete Cutting & Demolition (not to exceed \$101,040) for the Silver Creek Park pool deck repairs.

## STAFF RECOMMENDATION:

Staff recommends acceptance of bid and approval of contract.

## BACKGROUND:

The City operates two pools within Silver Creek Park. The pool facility is used heavily throughout the year with several swimming programs including Kern High School District (KHSD) swim teams. The existing concrete deck has shown signs of deterioration due to constant chemical and direct sun exposure, causing several areas of the deck to crack. Approximately 8 years ago, the concrete was treated with a high strength concrete skim coat to address the issue, but since has deteriorated.

The project would entail the removal and replacement of the concrete pool deck sections that are most in need of repair or replacement. The KHSD has an annual agreement with City to utilize the pools for practice and swim meets. KHSD is scheduled to begin to utilize the facility beginning January 14, 2020.

Staff solicited bids from contractors. Two bids were received in response to the solicitation, including:

<b><u>BIDDER</u></b>	<b><u>UNIT PRICE SF</u></b>	<b><u>6,000 SF EXTENDED PRICE</u></b>
<b>MD Concrete Cutting &amp; Demolition</b>	<b>\$16.84</b>	<b>\$101,040.00</b>
J.L. Plank Inc. DBA Cen-Cal Construction	\$17.00	\$102,000.00

Staff finds the bid submitted by MD Concrete Cutting and Demolition to be acceptable and recommends approval of the contract in the amount not to exceed \$101,040.00. Sufficient

funding is available within the Recreation and Parks Department's Capital Improvement Budget within the Capital Outlay Fund.

**ATTACHMENTS:**

Description	Type
□ Agreement	Agreement

AGREEMENT NO. \_\_\_\_\_

## INDEPENDENT CONTRACTOR'S AGREEMENT

This **INDEPENDENT CONTRACTOR'S AGREEMENT** ("Agreement") is made and entered into on \_\_\_\_\_, by and between the **CITY OF BAKERSFIELD**, a municipal corporation, ("CITY") and **MD CONCRETE CUTTING & DEMOLITION** ("CONTRACTOR").

### RECITALS

**WHEREAS**, CONTRACTOR represents that CONTRACTOR is experienced, well qualified and a specialist in the field of concrete construction and demolition;

**WHEREAS**, City seeks a specialist to demolish and repair concrete pool deck located at Silver Creek Park pools.

**NOW, THEREFORE**, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. **SCOPE OF WORK.** In exchange for the Compensation (defined below), CONTRACTOR shall perform the following: the complete demolition, removal and replacement to areas of the existing concrete pool deck, which includes medium broom or rock salt finish at various locations as designated by City staff for the Silver Creek Park Pool facility located at 7011 Harris Road, Bakersfield, CA 93313 as listed in attached Exhibit A of the RFP. The CONTRACTOR shall provide all technical skills necessary for successful concrete removal, forming, and pouring.

The Scope of Work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, whether specifically included in the Scope of Work or not.

2. **COMPENSATION/PAYMENT PROCEDURE.** Subject to the conditions of this section, CITY will pay CONTRACTOR as follows for performing the Scope of Work ("Compensation"):

A total, lump sum payment **NOT TO EXCEED \$101,040.00** after the Scope of Work is completed to CITY's satisfaction.

CITY will pay CONTRACTOR within 30 days after CONTRACTOR submits an

itemized invoice for the portions of the Scope of Work completed and that invoice is approved by CITY. The Compensation will be the total amount paid to CONTRACTOR for performing the Scope of Work and includes, but is not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to CONTRACTOR. In no case will CITY compensate CONTRACTOR more than \$101,040.00 for performing the Scope of Work.

3. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on January 10, 2020.
4. **TERMINATION.** Either party may terminate this Agreement after giving the other party written notice, as provided herein, ten days before the termination is effective.
5. **COMPLIANCE WITH ALL LAWS.** CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.
6. **INDEPENDENT CONTRACTOR.** This Agreement calls for CONTRACTOR's performance of the Scope of Work as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.
7. **DIRECTION.** CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.
8. **EQUIPMENT.** CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.
9. **STARTING WORK.** CONTRACTOR shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the date first written above.
10. **KEY PERSONNEL.** CONTRACTOR shall name all key personnel to be assigned to perform the Scope of Work. All key personnel shall be properly licensed

and have the experience to perform the work called for under this Agreement. CONTRACTOR shall provide background for each of the key personnel including, without limitation, resumes and work experience performing work similar to the Scope of Work. CITY reserves the right to approve key personnel. Once the key personnel are approved, CONTRACTOR shall not change such personnel without CITY's written approval.

11. **INCLUDED DOCUMENTS.** Any bid documents, including, without limitation, special provisions and standard specifications and any Request for Proposals, Request for Qualifications and responses thereto relating to this Agreement are incorporated by reference as though fully set forth herein.
12. **LICENSES.** CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession and perform the Scope of Work. If CONTRACTOR is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If CONTRACTOR is a partnership, at least one partner shall hold the required licenses or professional degrees.
13. **STANDARD OF PERFORMANCE.** The Scope of Work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of CONTRACTOR's profession in California.
14. **SB 854 COMPLIANCE.** To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
15. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that

party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

## 16. **INSURANCE.**

**16.1 Types and Limits of Insurance.** In addition to any other insurance or security required under this Agreement, CONTRACTOR must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

**16.1.1 Automobile liability insurance,** providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

**16.1.2 Commercial general liability insurance,** unless otherwise approved by CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

**16.1.2.1** Provide contractual liability coverage for the terms of this Agreement;

**16.1.2.2** Provide products and completed operations coverage;

**16.1.2.3** Provide premises, operations, and mobile equipment coverage; and

**16.1.2.4** Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

**16.1.3 Workers' compensation insurance** with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, CONTRACTOR must submit to CITY the following certification before beginning any work on the Improvements:

I am 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 I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, CONTRACTOR is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

## **16.2 General Provisions Applying to All Insurance Types.**

- 16.2.1** All policies required of CONTRACTOR must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to CITY's advance approval, CONTRACTOR may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.
- 16.2.2** All policies required of CONTRACTOR must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, agents, employees, and designated volunteers must be excess of CONTRACTOR's insurance and must not contribute with it.
- 16.2.3** The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or

insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

**16.2.4** The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by CITY's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.

**16.2.5** Full compensation for all premiums which the CONTRACTOR is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

**16.2.6** It is further understood and agreed by CONTRACTOR that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by CONTRACTOR in connection with this Agreement.

**16.2.7** Unless otherwise approved by CITY, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CONTRACTOR, and all subcontractors must agree in writing to be bound by the provisions of this section.

**17. THIRD PARTY CLAIMS.** In the case of public works contracts, CITY will timely notify CONTRACTOR of third party claims relating to this Agreement. CITY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.

**18. INDEMNITY.** CONTRACTOR shall indemnify, defend, and hold harmless CITY and CITY's officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CONTRACTOR or CONTRACTOR's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or

willful misconduct.

19. **ASSIGNMENT.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.
20. **ACCOUNTING RECORDS.** CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and made available to CITY representatives upon request at any time during regular business hours.
21. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.
22. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.
23. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
24. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
25. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are

deemed incorporated in this Agreement, whether or not actually attached.

26. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.
27. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.
28. **INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
29. **MERGER AND MODIFICATION.** This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.
30. **NON-INTEREST.** No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).
31. **NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

**CITY:                   CITY OF BAKERSFIELD  
                              CITY HALL  
                              1600 Truxtun Avenue  
                              Bakersfield, California 93301**

**CONTRACTOR:       MD CONCRETE CUTTING & DEMOLITION  
                              2916 Gibson Street  
                              Bakersfield, CA 93308  
                              661-322-4201 (Phone)**

32. **RESOURCE ALLOCATION.** All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

33. **TITLE TO DOCUMENTS.** All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become CITY property.

34. **TAX NUMBERS .**

CONTRACTOR's Federal Tax ID Number 94-2233668  
CONTRACTOR is a corporation? Yes X No \_\_\_\_\_  
(Please check one.)

[Signatures on Following Page]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first written above.

"CITY"  
**CITY OF BAKERSFIELD**

"CONTRACTOR"  
**MD CONCRETE CUTTING & DEMOLITION**

By: \_\_\_\_\_  
**KAREN GOH**  
Mayor

By:   
Print Name: Jeff L. Kleeman  
Title: PM

APPROVED AS TO FORM:  
**VIRGINIA GENNARO**  
City Attorney

By: \_\_\_\_\_  
**CHRISTINA J. OLESON**  
Deputy City Attorney  
Insurance: \_\_\_\_\_

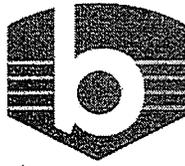
APPROVED AS TO CONTENT:  
**CITY DEPARTMENT NAME**

By:   
**DIANNE HOOVER**  
Recreation and Parks Director

COUNTERSIGNED:

By: \_\_\_\_\_  
**RANDY MCKEEGAN**  
Finance Director

Attachment:      Exhibit A



# BAKERSFIELD

THE SOUND OF *Something Better*

## Department of Recreation and Parks

DIANNE HOOVER, DIRECTOR

The City of Bakersfield is requesting proposals for furnishing all labor, equipment, materials and services to provide:

### **POOL CONCRETE DECK REPLACEMENT PROJECT SILVER CREEK PARK POOL FACILITY**

**Bids will be received until 11:00 a.m., Wednesday October 30, 2019** at the office of Recreation & Parks, 1600 Truxtun Avenue, Third Floor, Bakersfield, CA 93301. Bids shall be clearly marked as "*Silver Creek Pool Concrete Deck Replacement Project*". The City shall not be responsible for bids received late due to Offeror's failure to identify the bid as required hereunder.

Inquiries regarding further information about the project should be directed to Frank Hinojosa, Parks Division at 661-326-3148 or [fhinojosa@bakersfieldcity.us](mailto:fhinojosa@bakersfieldcity.us). Inquiries regarding directions to the office of Recreation & Parks may be directed to the office clerk at 661-326-3866.

Job walk is scheduled for 9:00 a.m. on Friday October 25, 2019 at Silver Creek Pool Facility, 7011 Harris Road, Bakersfield, CA 93313. The purpose of the job walk is to discuss with prospective contractors the work to be performed and to allow them to ask questions arising from the initial review of this Invitation to Bid. The City considers job walks to be critical to the understanding of the requirements of the Invitation to Bid and although attendance is not mandatory, it is highly encouraged.

#### **1. PROJECT NOTES**

- A. The City of Bakersfield Recreation and Parks Division is asking the contractor to perform various pool repairs and services typically needed at City Aquatic Facilities. The contractor shall furnish and use, at his own expense, all materials, labor, tools, equipment, supplies and transportation to provide the work specified herein.
- B. Contractor shall provide and maintain all necessary safety precautions, delineation (if necessary) during the performance of the contract/work. The project area must be left in a clean and non-hazardous condition at the end of each workday. Rubbish and debris shall be removed and disposed of by the Contractor.

- C. All work shall be commensurate with the highest professional standards and shall be performed in a safe and competent manner, by experienced personnel in the field specific to the nature of work or service being required. Contractor is responsible for any damage done to city property during the commencement of work.
- D. The color and texture of any materials used will be selected by the City of Bakersfield. Contractor will provide samples, etc. for selection by the City of Bakersfield Project Manager.
- E. The Contractor shall take all appropriate measures to ensure the health and safety of the general public and his employees. All work shall be performed in a safe manner in compliance with the requirements of Fed-OSHA and Cal-OSHA
- F. The Contractor shall, without additional expense to the City of Bakersfield, be responsible for obtaining any necessary and appropriate licenses, permits, manifests and other documents for complying with any applicable Federal, State and Municipal laws, codes and regulations, in connection with the execution of the work, including those necessary when streets or alleys are to be obstructed by his operations. The Contractor shall forward to the City of Bakersfield, copies of all correspondence with any regulatory agency. A copy of all permits must be on-site during all field activities.
- G. Contractor shall visit the project site prior to bidding to make himself aware of all existing conditions. All dimensions shall be obtained by the contractor for the accommodation of equipment and materials furnished and installed by the contractor. No additional fee will be accepted during construction.
- H. Under this agreement, the Contractor is responsible for providing a complete finished project. In no case shall any note or direction contained in these project documents be construed to allow the contractor to leave unfinished or exposed conditions. The Specifications describe in a general sense, the extent of items to be modified or installed. This description does not necessarily include a description of items to be repaired or refinished as a result of this project. In the absence of any specific direction in the contract documents, the contractor shall repair the affected areas to a condition equal to the adjacent areas and/or similar existing conditions on the project.
- I. The Contractor shall guarantee that all work done under this agreement shall be free from faulty materials and/or workmanship, and hereby agrees to repair or replace without cost and to the satisfaction of the City, all defects or imperfections appearing in said work for the period of one year from the date of the filing of the Notice of Completion or final acceptance.

## 2. LOCATION OF WORK

**Silver Creek Park Pool** – 7011 Harris Road, Bakersfield CA 93313

Recreation & Parks Department  
1600 Truxtun Avenue, Bakersfield, CA 93301  
661-326-3866 FAX: 661-852-2140

## PROSECUTION OF WORK FOR POOL CONCRETE DECK REPLACEMENT

### 1. PROSECUTION AND INSPECTION OF WORK

Contractor shall give full attention to the work required under the contract. Contractor is responsible for the completion of all work set out in the contract and will be held strictly to the true intent of the contract regarding the quality and quantity of work and the diligent execution of the contract.

The City shall have the authority to suspend the work, wholly or in part, for such period or periods, as he may deem necessary, due to unsuitable weather or other such conditions as are considered unfavorable for the prosecution of work, or failure on the part of the Contractor to carry out the provisions of the Contract. The Contractor shall not suspend operation without the City's permission and/or approval.

The City may employ all reasonable means to ensure that the work is progressing and being performed in accordance with the contract.

**Oral Agreements.** No oral order, objections, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the contract documents and none of the provisions of the contract documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof, in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

**Care of Existing Structures.** The Contractor shall be held responsible for any breakage, loss or damage of the City's equipment or supplies or to property owned by the City or the public, including any damage done through the negligence of the Contractor or his employees while performing the work specified herein or working on the City's premises. Contractor shall be responsible for restoring or replacing any equipment, facilities, structures and surfaces so damaged. Contractor shall immediately report to the City any damages to the premises resulting from services performed or goods supplied under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this Contract.

**Clean-Up and Disposal of Materials.** During performance and upon completion of work on this contract, Contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris generated by Contractor's work, and legally dispose of same off City property, at Contractor's expense, unless otherwise directed by these specifications (salvaged materials). At no time shall debris be allowed to fall or accumulate in the roadway or onto adjacent property, but shall be retained within the designated operating area. Contractor shall leave entire area in a neat, clean and acceptable condition as approved by the City.

**Rejected Work and Material.** All materials which do not conform to the contract documents, are not equal to the samples approved by the Project Manager, or are in any way unsatisfactory or unsuited to the purpose for which they are intended shall be rejected. Any defective work, whether the result of poor workmanship or quality, or any other cause, shall be removed within ten (10) days after written notice is given by the

Project Manager, and the work shall be re-executed by the Contractor. The fact that the Project Manager may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

**Compliance with Laws.** Contractor shall keep itself fully informed of, and shall observe and comply with, all laws, ordinances and regulations, which in any manner affect those engaged or employed on any work, or the materials and equipment supplied or used in the work, or in any way affect the performance of the work. In addition, to all orders and decrees of agencies having any jurisdiction or authority over work performed under the contract. Attention is specifically drawn to the requirements of FED-OSHA and CAL-OSHA.

**Labor and Prevailing Wage Requirements**

In accordance with the California Code of Regulations (CCR), Title 8, any contract entered into pursuant to this notice shall incorporate all applicable provisions of the State of California Labor Code, including those pertaining to Apprenticeship Employment Standards. Any contractor to whom a contract is awarded, and any subcontractor under him, shall pay all workers employed on the project not less than the prevailing wage rates of per diem wages in the locality in which the work is to be performed for each craft, classification or type of worker needed to execute the contract, including employer payments for health and welfare, pension, vacation apprenticeship and similar purposes, as these wage rates are determined by the Director of the Department of Industrial Relations. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work shall be at least time and one half.

The general prevailing rate of wages can be obtained from the California Department of Industrial Relations via the Internet @ [www.dir.ca.gov](http://www.dir.ca.gov) or by phone at 415-703-4780. Said wage rates are also on file at the City offices and will be made available to any person upon request. Bidders are responsible for ensuring that the proper rates are paid. No adjustments to the contract will be made due to bidders' failure to obtain the proper wage rates. The wage rates will be incorporated by reference a requirement in any resultant contract.

**Contractor Safety Duties.** In accordance with generally accepted construction practices and state law, Contractor shall at all times so conduct his work as to insure the protection of persons and property in a manner satisfactory to the City. The Contractor agrees that he shall, for all purposes, take exclusive control of the sites of work and shall maintain the sites and areas adjacent thereto in a reasonable, secure and safe manner.

**2. EXECUTION OF WORK**

**Expansion Joint Sealing.** Expansion joints shall have all existing material removed; the joint shall be clean and free of dirt/debris. Any joint over 1/2" deep shall have closed cell backer rod installed to reduce the space being filled to no more than 1/2" deep. The joint shall be taped/masked on both sides, filled flush with Sikaflex® Self Leveling Sealant and troweled smooth. The tape shall then be removed before the sealant fully cures to provide straight and defined edges. All expansion joint sealant shall be installed in concurrence with industry standards. Full compensation for conforming to the

requirements of this article shall be considered as included in the various items of work and no additional compensation will be allowed therefor.

**Concrete Removal and Replacement.** Concrete removal and replacement shall include but is not limited to the saw cutting and removal of existing concrete. The replacement of the concrete to a depth no less than that of the existing concrete to be removed with a medium brushed or salt finish to match existing, and any expansion joints filled with Sikaflex® Self Leveling Sealant. Concrete Removal and Replacement shall be bid by the square foot and include the saw cutting, removal, replacement, rein disposal, and any other materials and equipment required in the unit cost.

**Rebar Doweling.** Rebar dowels shall be #4 in size, 12" in length and spaced at 12" apart. ½" diameter holes shall be drilled in existing concrete no less than 10" in depth. Each dowel shall be anchored by the use of an epoxy adhesive inside the hole drilled into the existing concrete. Rebar Doweling shall be included in full compensation for conforming to the requirements of this article shall be considered as included in the various items of work and no additional compensation will be allowed therefor.

**Concrete.** Concrete work shall be executed in accordance with the latest edition of American Concrete Building Code ACI 318 and State of California Department of Transportation Standard Specification Section 51 "Concrete Structures" and Section 90 "Portland Cement Concrete":

Strength: The minimum ultimate (28 days) compressive strength of all structural concrete shall be 3500 psi.

Concrete Mix: All structural concrete shall be Class "2" with Type II Portland Cement. The maximum size of aggregate shall be 1 inches.

Slump: The amount of water used for mixing (including free moisture carried by the aggregate) shall not exceed the maximum necessary to produce a 4 inch slump as determined by ASTM test method C-143.

Placing: Concrete shall be placed in accordance with Section 51-1.09 "Placing Concrete" of the Standard Specifications.

Forms: All formwork shall conform to Section 51-1.05 "Forms" of the Standard Specifications.

All reinforcement shall conform to ASTM A-615 grade 60. Welded Wire Fabric: ASTM A185

Reinforcing steel shall be detailed, fabricated, and placed in accordance with the latest ACI Detailing Manual and Manual of Standard Practice.

The contractor shall not pour any concrete when daily ambient temperature is below 55 degrees Fahrenheit.

**PROPOSAL FORM**

TO BE COMPLETED BY OFFEROR AND INCLUDED IN PROPOSAL

**TO: CITY OF BAKERSFIELD, RECREATION AND PARKS DEPARTMENT**  
**RE: SILVER CREEK POOL CONCRETE DECK REPLACEMENT PROJECT**

**Bids will be received until 11:00 a.m., Wednesday October 30, 2019** at the office of Recreation & Parks, 1600 Truxtun Avenue, Third Floor, Bakersfield, CA 93301. Bids shall be clearly marked as "*Silver Creek Pool Concrete Deck Replacement Project*". The City shall not be responsible for bids received late due to Offeror's failure to identify the bid as required hereunder.

Having carefully examined the Request for Proposal documents. The undersigned proposes and agrees to provide to the City of Bakersfield for Pool Concrete Deck Replacement, the following proposal:

Item No.	Estimated Quantity	Unit of Measure	Item Description	Unit Price (In Figures)	Extension Price (In Figures)
1	6000	SF	Concrete Removal and Replacement, including medium broom or rock salt finish.	\$16.84	\$101,040.00

Bid Total: \$101,040.00

The Extension Price shall be calculated by multiplying the Estimated Quantity by the Unit Price. Bidder agrees that in case of any discrepancy between the Unit Price(s) and the respective Extension Price(s) and/or the Bid Total, the Unit Price(s) shall prevail, and the bid submitted shall be the correctly computed sum of all correctly computed Extension Prices. The bid will be awarded based on the correctly computed Bid Total.

All construction shall conform to industry standards. Said standards may be modified by the City on a project-by-project basis for work under this contract.

The City's estimate of the quantities of work to be done and materials to be furnished are approximate only, being given as a basis for the comparison of bids. The City of Bakersfield does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work that may be deemed necessary or expedient by the City due to budget or other constraints.

  
Signature of Authorized Representative

10/29/19  
Date

MD Concrete Cutting & Demolition  
Name of Firm

Jeff Kleeman-Project Manager  
Name and Title of Authorized Representative

Recreation & Parks Department  
1600 Truxtun Avenue, Bakersfield, CA 93301  
661-326-3866 FAX: 661-852-2140

# STATE OF CALIFORNIA – DEPARTMENT OF INDUSTRIAL RELATIONS

TO: California Department of Industrial Relations  
 Division of Apprenticeship Standards  
 P.O. Box 420603  
 San Francisco, CA 94142

AWARDING AGENCY ID NUMBER

If you do not have an ID number please contact DAS

FROM: City of Bakersfield  
 1600 Truxtun Ave  
 Bakersfield, CA 93301

## EXTRACT OF PUBLIC WORKS CONTRACT AWARD

A CONTRACT TO PERFORM PUBLIC WORKS UNDER LABOR CODE SECTION 1777.5 HAS BEEN AWARDED TO:

<b>1. NAME OF GENERAL CONTRACTOR</b> <i>American Inc. m/d Concrete Cutting and Demolition</i>		<b>2. CONTRACTOR'S LICENSE NO</b> <i>951204</i>	
<b>3. MAILING ADDRESS (STREET NUMBER OR P.O. BOX)</b> <i>1345 N. American St.</i>		<b>4. CITY</b> <i>Visalia</i>	
<b>7. GENERAL CONTRACTOR'S CONTACT EMAIL ADDRESS</b> <i>jkleeman@mdccd.com</i>		<b>5. ZIP CODE</b> <i>93291</i>	<b>6. TELEPHONE NUMBER</b> <i>559-651-4200</i>
<b>9. NAME OF PROJECT</b> <i>Silver Creek Pool Deck Repairs</i>		<b>8. ADDRESS/LOCATION OF PUBLIC WORKS SITE (INCLUDE CITY AND COUNTY, 7011 Harris Rd. Bakesfield</b>  <b>8a. County</b> <i>Kern</i>	
<b>10. CONTRACT NUMBER</b>	<b>11. PROJECT NUMBER</b> <i>POC304</i>	<b>12. DOLLAR AMOUNT OF CONTRACT AWARD</b> <i>\$ 101,040.00</i>	
<b>13. FIRST ADVERTISED BID DATE</b> MONTH    DAY    YEAR	<b>14. CONTRACT AWARD DATE</b> MONTH    DAY    YEAR	<b>12a. ESTIMATED TOTAL PROJECT COSTS, IF DIFFERENT FROM ITEM 12 (see instructions).</b>	
<b>15. WHICH STATUTE, IF ANY, APPLIES TO THIS PROJECT?</b> <i>None of these statutes apply</i> <small>Education Code §17250.20 (Design build; school dis</small>			
<b>16. STATE CONSTRUCTION BONDS</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <small>If YES, List the Sources and Dollar Amount of Bond Proceeds:</small>		<b>17. WILL YOU OPERATE A DIR-APPROVED LABOR COMPLIANCE PROGRAM (LCP) FOR THIS PROJECT?</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
<b>SOURCES</b> <b>DOLLAR AMOUNT</b>		<b>18. IS THERE A PROJECT LABOR AGREEMENT (PLA) ASSOCIATED WITH THIS PROJECT? If yes, please email a copy to <a href="mailto:cmupla@dir.ca.gov">cmupla@dir.ca.gov</a></b> <input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>19. STARTING DATE (ESTIMATED OR ACTUAL)</b> <i>11/20/2019</i> (MM/DD/YYYY)		<b>20. COMPLETION DATE (ESTIMATED OR ACTUAL)</b> <i>01/10/2020</i> (MM/DD/YYYY)	
<b>21. BRIEF DESCRIPTION OF WORK TO BE PERFORMED</b> <i>Pool Deck Repairs</i>		<b>22</b> <input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> REMODELING <input checked="" type="checkbox"/> ALTERATION, DEMOLITION, REPAIR OR MAINTENANCE	
<b>23. CLASSIFICATION OR TYPE OF WORKER (CARPENTER, PLUMBER, ETC.) THAT WILL BE EMPLOYED BY THE CONTRACTOR(S)</b> <i>Teamster</i> <i>Tile Workers</i> <i>Unknown</i>			
<small>Please list Sub-contractors and their worker classifications on page 2</small>			
<b>24.</b> Is language included in the Contract Award to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code? <input type="checkbox"/> YES <input type="checkbox"/> NO			
<b>25. SIGNATURE</b> <i>[Signature]</i>	<b>26. TITLE</b> <i>Project manager</i>	<b>27. DATE</b> <i>11/6/19</i>	
<b>28. PRINTED OR TYPED NAME</b> <i>Jeff Kleeman</i>	<b>29. E-MAIL ADDRESS</b> <i>jkleeman@mdccd.com</i>	<b>30. TELEPHONE NUMBERS</b> <i>661-805-0703</i>	
<small>If different from above, name, title, and contact information of person responsible for carrying out Awarding Body's LCP or CMU responsibilities.</small>			
<b>31. NAME</b> <i>Rajan U. Mistry</i>	<b>32. TITLE</b> <i>Business Manager</i>	<b>33. E-MAIL ADDRESS</b> <i>rmistry@bakersfieldcity.ca.gov</i>	<b>34. TELEPHONE NUMBER</b> <i>(661) 326-3011</i>

Duplication of this form is permissible



# ADMINISTRATIVE REPORT

**MEETING DATE:** 11/20/2019

Consent – Miscellaneous p.

**TO:** Honorable Mayor and City Council  
**FROM:** Nick Fidler, Public Works Director  
**DATE:** 11/6/2019  
**WARD:** Ward(s) 1, 2, 3, 4, 5  
**SUBJECT:** Appropriate \$256,134 Transportation Development Act Article 3 (TDA 3) grant funds to the Public Works Department's Capital Improvement Program budget in the Bikeway and Pedestrian Pathway Fund for the following projects: Pedestrian Improvements (Brundage Lane); Downtown Bicycle Parking; Downtown Pedestrian Outreach; Pedestrian Count-down Timers (15 intersections within the City of Bakersfield); Kern River Bikepath Rehabilitation (Beach Park to Manor Street); and Pedestrian Improvements (L Street).

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## STAFF RECOMMENDATION:

Staff recommends approval of the appropriation.

## BACKGROUND:

The City received six grants totaling \$256,134 in TDA 3 funds from the Kern Council of Governments for bicycle and pedestrian-related activities. These grant funds are awarded under three categories: infrastructure, bicycle parking, and education and outreach.

The City applied for and received the maximum amount of available funds under the categories of bicycle parking and education and outreach; whereas, infrastructure does not have an award limit. City staff recommends appropriating the funds as follows:

### **Bicycle Education and Community Outreach - \$2,000**

Bike Bakersfield will conduct several community outreach and education events to increase the awareness of bicycle and pedestrian safety and the many benefits of bicycling for health and transportation. Events can be tailored for youth and/or adults and may be held at parks, community centers, or schools.

### **Downtown Bicycle Parking - \$3,000**

This grant includes purchasing and installing bicycle parking racks in locations including, but not limited to, the downtown area. The bicycle parking racks may include the current decorative (bicycle-shaped) racks found in the downtown area. Additional styles may be considered as well.

**Pedestrian Count-down Timers - \$56,100**

The grant includes installation of pedestrian count-down timer heads at 15 signalized locations throughout the City of Bakersfield.

**Kern River Bikepath (Beach Park to Manor Street) - \$100,000**

The grant includes rehabilitation of approximately 3.3 miles of existing Class I bikeway between Beach Park and Manor Street. The existing facility is a bike trail with no striping, shoulders and signs. The proposed rehabilitation provides the bike path with new pavement surface, striping, and pavement markings. The total project cost is \$300,000. The Kern Council of Governments is awarding this project in two phases: \$100,000 in Fiscal Year (FY) 2019-20; and \$200,000 in FY 2020-21.

**Pedestrian Improvements (Brundage Lane) - \$48,103**

The grant includes constructing pedestrian access ramps per the Americans with Disabilities Act (ADA) on Brundage Lane from Oak Street to Pine Street and from H Street to Chester Avenue. This project allows for a safer path of travel for pedestrians. The total project cost is \$113,400. The Kern Council of Governments awarded this project in three phases: \$17,195 in Fiscal Year (FY) 2017-18; \$48,103 in FY 2018-19; and \$48,103 in FY 2019-20.

**Pedestrian Improvements (L Street) - \$46,931**

The grant includes constructing pedestrian access ramps per the ADA on L Street from Truxtun Avenue to 23rd Street. This project allows for a safer pathway for pedestrians. The total project cost is \$95,865. The Kern Council of Governments awarded this project in two phases: \$48,934 in FY 2018-19 and \$46,931 in FY 2019-20.

Staff anticipates completing the design of the above referenced projects by March 30, 2020; construction of the projects beginning summer 2020; and completion of the projects by December 31, 2020. The lone exception would be the Kern River Bikepath project, which will complete construction by December 2021 due to delayed release of funds.



# ADMINISTRATIVE REPORT

**MEETING DATE:** 11/20/2019

Consent – Miscellaneous q.

**TO:** Honorable Mayor and City Council  
**FROM:** Tessa Andrews, Treasurer  
**DATE:** 11/8/2019  
**WARD:**  
**SUBJECT:** Authorize the Finance Director to write off accounts receivable in various funds totaling \$3,546.64 and forward non bankrupt accounts to a collection agency for additional collection efforts.

---

## STAFF RECOMMENDATION:

Staff recommends approval.

## BACKGROUND:

The staff has exhausted all possible means at its disposal to collect these past due accounts. Generally, individuals cannot be located or bankruptcies are involved and further collection efforts would result in excessive costs. Accounts not involving bankruptcy will be forwarded to a collection agency (Collection Bureau of America) for further action. Historically 5-7% of City accounts forwarded to a collection agency are eventually recovered. By sending accounts quarterly, we anticipate that recovery percentages will increase. Account detail is attached. The amount recommended is made up of the following account categories:

Commercial Sewer Service & Solid Waste (Refuse)	\$2,153.64
Fire & Fire Safety (Environmental Services)	<u>1,393.00</u>
Total	<u>\$3,546.64</u>

Total billing for the current fiscal year through September 2019 is roughly \$54 million. The private sector uses 1-2% as an acceptable write off benchmark. Bankruptcy proceedings make up 16.40% (\$581.76) of the write off amount. In the bankruptcy cases, claims have been filed with the court where applicable. Once bankruptcy is filed, the debtor is protected by the court and we are prohibited by law from further collection efforts. The collection process for invoiced accounts begins after an invoice is unpaid for 30 days with a computer generated past due notice which continues every 30 days. Additionally, past due letters are sent and phone contact is initiated at 90 days delinquent. Larger balances are given priority attention.

## ATTACHMENTS:

Description

Type

▣ Accounts to be written off

Backup Material

**Fiscal Year 2019-20, 1st Quarter  
Utility and Accounts Receivable Write-Off Items**

**ACCOUNT NAME**

---

MARIE CALENDERS #182  
MARIE CALENDERS #182  
SEARS ROEBUCK AND CO #1318  
PYRAMID OIL CO  
HONAKER GLASS & SEEBODE  
KERN SUPPORTIVE SERVICES INC  
BROWDER, LEAH  
MONTY VISTA PROS CORP INC  
TUCKER, DARRELL & LISA  
TANG, TIFFANY XIAO  
BILLINGTON INSPECTIONS  
3400 CALLOWAY DR LLC  
ALL TIME HIGH  
FIDENCIO LEAL  
1818 Q ST PARTNERS  
VERITIV EXPRESS-BAKERSFIELD  
NARDUCCIS CAFÉ  
CUBAN CAFÉ  
PEKING PALACE  
INSPIRE  
NAREZ, JESUS & DOMITILA  
DUHN INVESTMENT  
DELGADO, REFUGIO







# ADMINISTRATIVE REPORT

**MEETING DATE:** 11/20/2019

Public Safety/Vital Services Measure r.

**TO:** Honorable Mayor and City Council  
**FROM:** Nick Fidler, Public Works Director  
**DATE:** 6/27/2019  
**WARD:** Ward 6  
**SUBJECT:** Accept and approve Design Consultant Agreement with Verde Design (\$584,051) for the Master Plan Update and Design Services for the Kaiser Permanente Sports Village Phase 4.

---

## STAFF RECOMMENDATION:

Staff recommends approval of agreement.

## BACKGROUND:

The Kaiser Permanente Sports Village Project is located on a 220-acre site on the north side of Taft Highway between Gosford Road and Ashe Road. Construction of amenities for Phases 1, 2 and 3 of this multi-phased project are complete. Phases 1 and 2 amenities included soccer fields, lighting, concession stands, parking, roadways and underground utilities. Phase 3 consisted of tot lot play area, restroom building, lake modifications, shade pavillions, street lighting, parking lot lighting, parking lots, roadways, passive areas and a championship stadium/field with seat walls, entry plaza and musco sports lighting.

This contract will include the Master Plan Update of the facility to show modifications and updates to the existing improvements due to changes that were made as well as the future improvements that will be constructed. The original Master Plan was completed over 10 years ago so modifications to the plan are necessary. Once the consultant completes the Master Plan update they will be given authorization to proceed with the design of the Phase 4 improvements.

Phase 4 of the Kaiser Permanente Sports Village Project will include football fields, sports lighting, roadways, parking lots, roadway lighting and parking lot lighting, passive areas, a pre-fabricated restroom/concession stand, irrigation and landscape improvements.

The City issued a Request for Qualifications/Request for Fee Proposal (RFQ/RFP) for Engineering Design services for Phase 4 of the project. The consultants responding to the RFQ/RFP were required to have expertise in designing large-scale sports complexes and other sports related facilities. The following four (4) firms responded to the RFQ:

SC Architects (Bakersfield, CA)  
Verde Design (Santa Clara, CA)

KTUA (San Diego, CA)  
RRM Design Group (San Luis Obispo, CA)

Based on a review of their proposals, the Selection Committee, which consisted of staff from the Public Works and the Recreation/Parks Department, invited all four (4) of the firms listed above to interview with the committee. The Selection Committee recommends award of the agreement to Verde Design based on their combination of qualifications and fee proposal being the most favorable to the City.

Staff recommends approval of this agreement. Sufficient funds have been budgeted for award of this agreement. Public Safety and Vital Services Measure (PSVS) Funds provide the funding source for the Master Plan Update and Design Services for Kaiser Permanente Sports Village Phase 4 Project.

**ATTACHMENTS:**

Description	Type
▣ Blue Memo	Cover Memo
▣ Design Consultant Agreement-Verde Design	Agreement
▣ Exhibit A-RFP	Exhibit
▣ Exhibit B-Verde Proposal	Exhibit



# BAKERSFIELD

THE SOUND OF *Something Better*

## CITY CLERK'S OFFICE MEMORANDUM

November 20, 2019

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: JULIE DRIMAKIS, CITY CLERK**

**SUBJECT: COUNCIL MEETING NOVEMBER 20, 2019  
AGENDA CONSENT CALENDAR ITEM 8.r.**

---

The signed Agreement had not yet been returned to Staff at the time of publication of the Agenda for today's meeting. However, subsequent to the publication of the Agenda, a signed copy of the Agreement was received and is attached for review. No other changes to the content of the Agreement have been made.

AGREEMENT NO. \_\_\_\_\_

## DESIGN CONSULTANT AGREEMENT

This **DESIGN CONSULTANT AGREEMENT** is made and entered into on \_\_\_\_\_ ("Effective Date"), by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("CITY"), and **VERDE DESIGN, INC.**, a California Corporation ("DESIGN CONSULTANT").

### R E C I T A L S

**WHEREAS**, CITY is currently developing the site master plan update, construction documents and design for Phase IV of Kaiser Permanente Sports Village (the "Project"); and

**WHEREAS**, since CITY does not have expertise currently on staff to design and engineer the Project, CITY has issued a Request for Qualifications/Request for Proposal ("Request") for those services; and

**WHEREAS**, after reviewing the Request, including the Technical Provisions dated October 15, 2019, and being satisfied that it understands the Project's requirements, DESIGN CONSULTANT has submitted a response to the Request, which includes a scope of work and cost proposal; and

**WHEREAS**, DESIGN CONSULTANT represents that it is experienced in the fields of design and engineering as required for the Project and that all of its officers, partners, and/or principals are licensed professionals in engineering, design, or similar professional areas with the appropriate professional degrees; and

**WHEREAS**, DESIGN CONSULTANT also represents that it has an adequate number of properly licensed and experienced employees on its staff to accomplish the Scope of Work, as defined below, and that it is competent to undertake the Scope of Work; and

**WHEREAS**, based on these representations and all other representations made by DESIGN CONSULTANT to CITY, CITY desires to retain DESIGN CONSULTANT to perform the Scope of Work.

**NOW, THEREFORE**, incorporating the foregoing recitals herein, CITY and DESIGN CONSULTANT mutually agree as follows:

1. **SCOPE OF WORK.** In exchange for the Compensation (defined below), DESIGN CONSULTANT must competently and thoroughly design and engineer the Project as more specifically described in the Request, attached as **Exhibit A** and incorporated herein by reference, and in DESIGN CONSULTANT's scope of work, attached hereto as **Exhibit B** and incorporated herein by this reference (collectively, the project description in the Request and DESIGN CONSULTANT's scope of work are referred to as "Scope of Work"). DESIGN CONSULTANT's services shall include all the procedures necessary to properly complete the Scope of Work, whether specifically included in the Scope of Work or not.
  
2. **COMPENSATION/PAYMENT PROCEDURE.** In exchange for performing the Scope of Work and subject to the terms of this section, CITY will pay DESIGN CONSULTANT as follows ("Compensation"):
  - 2.1 **Actual Costs.** CITY will reimburse DESIGN CONSULTANT's actual costs (including labor costs, employee benefits, overhead, and other direct costs) in an amount not to exceed **\$584,051** exclusive of any fixed fee. Actual costs shall not exceed the estimated wage rates and other costs set forth in DESIGN CONSULTANT's cost proposal.

CITY will pay DESIGN CONSULTANT within 30 days after DESIGN CONSULTANT submits an itemized invoice for the portions of the Scope of Work completed and that invoice is approved by CITY. The Compensation will be the total amount paid to DESIGN CONSULTANT for performing the Scope of Work and includes, but is not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to DESIGN CONSULTANT. In no case will CITY compensate DESIGN CONSULTANT more than **\$584,051** for performing the Scope of Work.
  
3. **TERM.** Unless terminated sooner as set forth herein, this Agreement shall terminate on December 31, 2022.
  
4. **TERMINATION FOR CAUSE.** If at any time CITY becomes dissatisfied with the DESIGN CONSULTANT's performance under this Agreement, CITY may terminate this Agreement after providing DESIGN CONSULTANT with ten-days written notice.
  
5. **STARTING WORK.** DESIGN CONSULTANT shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the Effective Date.
  
6. **TIME FOR COMPLETION.** DESIGN CONSULTANT must complete all assigned tasks set forth in the Scope of Work no later than September 30, 2020.

7. **CONTRACT ADMINISTRATOR.**

CITY's Contract Administrator is:

Navdip Grewal  
City of Bakersfield  
1600 Truxtun Avenue  
Bakersfield, California, 93301  
Telephone: (661) 326-3361

DESIGN CONSULTANT's Project Manager shall be designated as:

Chris Giannini  
Verde Design, Inc.  
3685 Main Street, Suite 350  
Riverside, CA 92501  
Telephone: (909) 208-9785

The Contract Administrator and the Project Manager shall be the primary contact persons for CITY and DESIGN CONSULTANT, respectively.

8. **COMPLIANCE WITH ALL LAWS.** DESIGN CONSULTANT shall, at DESIGN CONSULTANT's sole cost, comply with all applicable requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.
9. **INDEPENDENT CONTRACTOR.** This Agreement calls for DESIGN CONSULTANT's performance of the Scope of Work as an independent contractor. DESIGN CONSULTANT is not an agent or employee of CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with DESIGN CONSULTANT other than that of an independent contractor.
10. **DIRECTION.** DESIGN CONSULTANT retains the right to control or direct the manner in which the services described herein are performed.

11. **EQUIPMENT.** DESIGN CONSULTANT will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.
12. **KEY PERSONNEL.** DESIGN CONSULTANT shall name all key personnel to be assigned to perform the Scope of Work. All key personnel shall be properly licensed and experienced for the work to be performed under this Agreement. DESIGN CONSULTANT shall provide background for each of the key personnel including, without limitation, resumes and work experience performing work similar to the Scope of Work. CITY reserves the right to approve key personnel. Once the key personnel are approved, DESIGN CONSULTANT shall not change such personnel without CITY's written approval.
13. **LICENSES.** DESIGN CONSULTANT shall, at DESIGN CONSULTANT's sole cost and expense, have at the time of bidding or proposal submission and shall keep in full force and effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for DESIGN CONSULTANT to practice its profession in the State of California and perform the Scope of Work. DESIGN CONSULTANT must also ensure that all employees or subcontractors assigned to perform any portion of the Scope of Work are properly licensed. If DESIGN CONSULTANT is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If DESIGN CONSULTANT is a partnership, at least one partner shall hold the required licenses or professional degrees. DESIGN CONSULTANT must provide proof that the requirements of this section are met when requested by CITY.
14. **CONFLICTS OF INTEREST.** DESIGN CONSULTANT hereby represents that both corporately and individually the firm and its employees and subconsultants:
- 14.1 Do not have, and will not have, financial interest in either the success or failure of any project which is dependent upon DESIGN CONSULTANT's performance of the Scope of Work; and
- 14.2 Are not currently, and will not be, employed by or under contract to any contractor who may be awarded the contract to construct the Project.
15. **SB 854 COMPLIANCE.** To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently

registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

16. **ACCEPTANCE OF WORK.** CITY's acceptance of work or payment for work shall not constitute a waiver of any portion or any provision of this Agreement.
17. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.
18. **INSURANCE.**
  - 18.1 **Types and Limits of Insurance.** In addition to any other insurance or security required under this Agreement, DESIGN CONSULTANT must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").
    - 18.1.1 **Professional liability insurance,** providing coverage on claims made basis for errors and omissions with limits of not less than \$1,000,000 per occurrence.
    - 18.1.2 **Automobile liability insurance,** providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.
    - 18.1.3 **Commercial general liability insurance,** unless otherwise approved by CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

18.1.3.1 Provide contractual liability coverage for the terms of this Agreement;

18.1.3.2 Provide products and completed operations coverage;

18.1.3.3 Provide premises, operations, and mobile equipment coverage; and

18.1.3.4 Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

18.1.4 **Workers' compensation insurance** with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, DESIGN CONSULTANT must submit to CITY the following certification before beginning any work on the Improvements:

I am 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 I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, DESIGN CONSULTANT is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

## 18.2 **General Provisions Applying to All Insurance Types.**

18.2.1 All policies required of DESIGN CONSULTANT must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to CITY's advance approval, DESIGN CONSULTANT may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or

contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.

- 18.2.2** Except for professional liability insurance, all policies required of DESIGN CONSULTANT must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, agents, employees, and designated volunteers must be excess of DESIGN CONSULTANT's insurance and must not contribute with it.
- 18.2.3** The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.
- 18.2.4** The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by CITY's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.
- 18.2.5** Full compensation for all premiums which the DESIGN CONSULTANT is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.
- 18.2.6** It is further understood and agreed by DESIGN CONSULTANT that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by DESIGN CONSULTANT in connection with this Agreement.

**18.2.7** Unless otherwise approved by CITY, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for DESIGN CONSULTANT, and all subcontractors must agree in writing to be bound by the provisions of this section.

**19. THIRD PARTY CLAIMS.** In the case of public works contracts CITY will timely notify DESIGN CONSULTANT of third party claims relating to this contract. CITY shall be allowed to recover from DESIGN CONSULTANT, and DESIGN CONSULTANT shall pay on demand, all costs of notification.

**20. INDEMNITY.**

**20.1** DESIGN CONSULTANT shall indemnify, defend, and hold harmless CITY and CITY's officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, arising from DESIGN CONSULTANT's negligence, fraud, willful misconduct, criminal conduct, errors and omissions, or breaches of contract, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by DESIGN CONSULTANT or DESIGN CONSULTANT's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

**20.2** To the extent Civil Code Section 2782.8 is applicable to this Agreement, the DESIGN CONSULTANT shall indemnify, defend and hold harmless CITY and CITY's officers, agents and employees against any and all liability, claims, actions, causes of action or demands, against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, that only arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of DESIGN CONSULTANT. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. This section shall not be waived or modified by

contractual agreement, act, or omission of the parties.

21. **ASSIGNMENT.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.
  
22. **CONFIDENTIALITY.** During the term of this Agreement, DESIGN CONSULTANT may have disclosed to it information of a legal and confidential nature, and such information could severely damage CITY if disclosed to outside parties. Except as otherwise required by law, when informed that information is confidential, DESIGN CONSULTANT will not disclose to any person, directly or indirectly, either during the term of this Agreement or at any time thereafter, any such information or use such information other than as necessary in the course of this Agreement. All documents DESIGN CONSULTANT prepares and confidential information given to DESIGN CONSULTANT under this Agreement are the exclusive property of CITY. Under no circumstances shall any such information or documents be removed from CITY without CITY's prior written consent.
  
23. **ACCOUNTING RECORDS.** DESIGN CONSULTANT shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at DESIGN CONSULTANT's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and made available to CITY representatives upon request at any time during regular business hours.
  
24. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.
  
25. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

26. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
27. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
28. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.
29. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.
30. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.
31. **INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
32. **MERGER AND MODIFICATION.** This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.
33. **NEWS RELEASES/INTERVIEWS.** All news releases, media interviews, testimony at hearings and public comments relating to this Agreement by DESIGN CONSULTANT shall be prohibited unless authorized by CITY.
34. **NON-INTEREST.** No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).
35. **NOTICES.** All notices relative to this Agreement shall be given in writing and

shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

**CITY:** CITY OF BAKERSFIELD  
CITY HALL  
1600 Truxtun Avenue  
Bakersfield, California 93301

**DESIGN CONSULTANT:** Verde Design, Inc.  
2455 The Alameda  
Santa Clara, CA 95050

36. **RESOURCE ALLOCATION.** All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.
37. **TITLE TO DOCUMENTS.** All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by DESIGN CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation, become CITY property.
38. **TAX NUMBERS.**

DESIGN CONSULTANT's Federal Tax ID Number 20-8974203  
DESIGN CONSULTANT is a corporation? Yes X No           
(Please check one.)

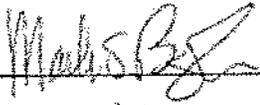
[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

"CITY"  
CITY OF BAKERSFIELD

"DESIGN CONSULTANT"  
VERDE DESIGN, INC.

By: \_\_\_\_\_  
KAREN GOH, Mayor

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

Type or Print Name: MARK BOGUSKI

Title: PRINCIPAL

APPROVED AS TO CONTENT:  
PUBLIC WORKS DEPARTMENT

By: \_\_\_\_\_  
NICK FIDLER  
Public Works Director

APPROVED AS TO FORM:  
VIRGINIA GENNARO  
City Attorney

By: \_\_\_\_\_  
RICHARD IGER  
Deputy City Attorney

Insurance: \_\_\_\_\_

COUNTERSIGNED:

By: \_\_\_\_\_  
RANDY MCKEEGAN  
Finance Director

Attachments: Exhibits A and B

# SCOPE OF WORK



VERDE DESIGN

## PROJECT UNDERSTANDING

The scope of work will consist of a two-step approach. The first step will be to revise and update the master plan for the remainder of the City of Bakersfield's (City) park facility, which will provide analysis and modifications for building out the remaining phases and amenities of the facility. The master plan shall also include the portions of the site that have already been constructed so that the updated master plan will depict the complete vision for the site in a seamless and cohesive manner.

The second step is to design Phase IV of the facility, which will consist of five (5) natural turf football fields, field lighting for four (4) of the five (5) fields, fenced prefabricated restroom building and prefabricated concession building (level 2), three (3) parking lots, parking lot lighting, roadway improvements, street lighting, sidewalks/pedestrian routes, passive areas, site lighting and landscape and irrigation improvements. Phase IV will also include the conversion of four existing football fields into soccer fields and the connection of McKee Road to Road 3. All necessary wet and dry utilities for Phase IV improvements will be included as well as but limited to:

- Potable water with drinking fountains, quick coupler valves, fire sprinklers if required and fire hydrants
- Potable water line extension to existing irrigation pump skid as backup water source
- Upsizing approximately 400 linear feet of existing potable water line from 8" to 16" diameter
- Connection and reconnection of necessary water meters
- Reclaimed water line extension to future (third) pond location.
- Electric power, including calculating size and location of new PG&E service site and security lighting.
- Communication systems
- Maxicom capable irrigation control systems
- Sanitary sewer collection system
- Storm water collection and disposal system

- Possible piping system to pump pond water back to wastewater treatment plant percolation ponds in case existing pond reaches overflow stage (the City is considering options of tying into the existing irrigation system to accomplish this)

## SCOPE OF SERVICES

Verde Design proposes to provide the following services in accordance with our above stated understanding of the project. All design work will be developed in AutoCAD:

### STEP ONE - MASTER PLAN UPDATE

#### PRELIMINARY PHASE

##### 1. Project Start-up, Site Investigation and Review of Existing Conceptual Plan

Verde Design will attend one (1) kick-off meeting with the City to discuss the project intent, scope, budget, and schedule. In addition, we will establish file, administrative, and communication procedures and preferences. We will also review all data pertinent to the project, including site maps, as-built drawings provided by the City, pertinent historical data, City codes, ordinances, and policies that may pertain to the proposed project site or design. A visual inventory of the existing conditions at the site and adjacent off-site impact will also be completed.

##### 2. Master Plan Update

Verde Design will utilize the existing master plan document, as well as as-built documents from Phases I-III provided by the City to provide an updated master plan for the site. The plan will also include proposed development in Phase IV, as well as the proposed development for the remaining phases through final buildout.

The survey task and preliminary grading plan shown in the Preliminary Design Phase will be used to inform the master plan update. We have also provided an optional survey task that would include Phases I-III so that the updated master plan can be developed more accurately. The initial plan will be a non-colored plan so that the City's

# SCOPE OF WORK



management team can review it and explore all possible outcomes for future buildout. The final plan will be a colored rendering at a minimum scale of 1" = 150'.

### 3. Irrigation Study

Verde Design will provide an irrigation study that will include the following:

- a. Calculate estimated irrigation water requirements for phase IV and entire Sports Village site at full build out based upon the master plan update. We understand that the City will provide us with the estimated water demand, flow, and scheduling of the existing irrigation systems for the built fields and amenities.
- b. Study of the existing lined pond to determine if it has enough capacity to provide storage of reclaimed water for the purpose of providing irrigation to the Phase IV improvements as well as the existing soccer fields, soccer stadium, and passive areas that were constructed as part of Phase I, Phase II, and Phase III. Comparison between pond storage capacity and cumulative irrigation requirement.
- c. Provide appropriate calculations to determine the necessary size for the third proposed pond in future phasing to store the water required to irrigate the entire site at full build out. We understand that the City will provide us with the estimated storage capacity of the existing two ponds. The City will also provide the minimum water level desired to maintain in the ponds for aesthetic purposes.

## STEP TWO - SPORTS VILLAGE PHASE IV

### PRELIMINARY DESIGN PHASE

#### 4. Review and Coordination

Verde Design will review the environmental document provided by the City and incorporate requirements of that document into the construction documents of Phase IV. We will coordinate all work efforts with appropriate utility companies regarding existing facilities, which may be in

conflict with the proposed developments of this project. We understand that we will not be responsible for the relocation design of existing utilities. We will apply for new utility services, if necessary.

#### 5. Topographic Survey

A topographic design survey will be provided for the Phase IV limit of work area. The resulting mapping will be prepared at a scale of 1" = 40' with 1-foot contours being developed from the processed surface. This survey shall utilize an aerial topographic survey for the base mapping, with ground survey field locations for the join conditions for those improved areas (e.g. roadways, parking areas, etc.). The location of visible utilities will be ground surveyed. The inverts of accessible storm drain and sanitary sewer manholes will be measured. Easements from a client provided title report will be plotted.

#### *Aerial Survey - Add Alternative Optional Task for Master Plan*

As an optional task if desired we would provide an aerial topographic survey of Phases I-III. The resulting mapping will be prepared at a scale of 1" = 40' with 1-foot contours being developed from the processed surface. Based upon the aerial photograph obtained for this project, the location of the curbs, gutters, sidewalks, fences, retention basin, poles, and those visible utilities discerned from the photography will be plotted. The perimeter boundary and easements from a client provided preliminary title report will be plotted. Specifically excluded is the ground editing of the aerial survey.

#### 6. Geotechnical Investigation

Geotechnical investigation will include 14 subsurface exploratory borings. The borings will be standard hollowstem drill rig to depths varying from 5 to 50 feet below the existing ground surface (bgs) or to refusal, whichever is shallower. Percolation testing will be performed in four (4) borings using falling head methods. The samples will be tested and a report will be provided that will include existing conditions and design recommendations.

# SCOPE OF WORK



VERDE DESIGN

## 7. Preliminary Grading Plan

A preliminary grading plan will be developed for the Phase IV improvements to inform the layout that will be shown in the master plan update. This plan will also provide more accurate costs relative to grading and potential retaining walls in the preliminary cost estimate.

## 8. Prefabricated Restroom/Concessions Building

Verde Design will coordinate with a manufacturer regarding the prefabricated restroom and concessions building. The coordination and design process will begin in the Preliminary Design Phase and will continue through the CD Phase, which includes coordination and plan submittal/approval with the County Health Department. Product elevations, floor plans/plan views, general utility information, roofing info and general sub-base preparation information will be provided by the manufacturer during the design phase.

Structural calculations and full architectural drawings for prefabricated or even pre-engineered buildings are not typically provided until the manufacturer is under contract with either the city or with the successful contractor.

If the City would like full architectural/structural/mechanical/electrical drawings to be submitted during the design phase but would still like the contractor to enter into an agreement with the manufacturer when the project is awarded, there will be an additional fee to have the manufacturer provide said drawings. The fee for these drawings would then be deducted from the price of the building when/if ordered. As a result, fees for full architectural/plumbing/electrical/structural drawings are not included in our scope of work at this time.

## 9. Estimate of Probable Construction Cost

A preliminary estimate of probable construction cost prepared in MS Excel will be prepared based upon the preliminary master plan update for Phase IV. A detailed, line item estimate will be prepared for use as a guide for the determination of future items to be constructed. Once final construction drawings are prepared based upon the final approved master plan, the estimate of probable construction cost will be updated. The estimates will be

reviewed with the project development team modifications will be made as recommended.

## FINAL DESIGN PHASE

### 10. Review and Coordination

Verde Design will prepare final plans, specifications and estimates that will be submitted for review and approval at 50%, 95% levels of completion, which will include the following:

#### a) Demolition Plan

The demolition plan will identify items that are to be protected in place or relocated as well as items that must be removed and disposed of off-site. We will coordinate with City staff regarding these existing conditions as we develop the plans.

#### b. Site Amenity Plan

We will provide a site plan for the proposed items of construction. This plan will designate features of the proposed project as noted in our understanding that will include placement, detail references and construction details, material and manufacturer call-outs, general construction notes, and specific elements of the overall design, which are necessary for the proper construction of proposed items.

#### c. Precise Grading / Horizontal Control Plan

Precise grading and horizontal control plans reflecting building locations, finished grading around field areas, buildings and within paved pedestrian areas, and parking areas, horizontal control/signing and striping, curbs, gutters, area drains, hardscape, building finished floors and pad elevations, construction notes, quantities and construction details.

#### d. Erosion Control Plan

Erosion control plans for the project following the requirements of the State Water Resources Control Board's general construction activity storm water permit which can be used by the Contractor as the basis for their application of the required SWPPP construction stage dust and erosion control for the project.

# SCOPE OF WORK



## *e. On-site Utility Improvement Plans*

Engineered utility plans, at an appropriate scale, for domestic water, sewer, and gas from a point of connection to existing service mains directly adjacent to the project. This scope assumes that the existing off-site and/or on-site water, sewer, and gas systems have adequate capacity for the site development and that analysis or upgrades are not included in this proposal. Additional design to increase the capacity of the off-site utilities beyond the closest points of connections, including fire flows, are considered outside this scope.

Included is the proposed upgrading of 400' of 8" potable water pipe to 16", the extension of the reclaimed water line to the future lake and the proposed return pipeline to the sewage treatment facility.

## *f. Storm Water Management Plan*

Standard Urban Storm Water Mitigation Plan (SUSMP) that will address permanent stormwater quality measures to be implemented as part of the project construction. Best management practices would be implemented to ensure compliance with any MS4 permit requirements.

## *g. Street Improvement Plans*

Street improvement plans for curb, gutter, and sidewalk improvements, which includes the extension of McKee Road into the park to meet the extension of Road 3 within the project.

## *h. Electrical Engineering Plans*

The electrical plans will provide complete electrical and lighting plans for security lighting, parking lot lighting and sports lighting. We understand that new electrical service is also needed for Phase IV improvements. Plans will include photometric lighting calculations.

## *i. Planting Plans*

The planting plan will indicate location of proposed, palms, shrubs, ground cover and natural grass. A planting legend will denote symbols, botanical and common names, size, quantities, and remarks. Planting notes and details will also be included. Water conservation and

sustainability are integral to our design process therefore we will select plant species that are drought tolerant and appropriate for the project location. WUCOLS water use classifications and grouping for all plant material.

## *j. Irrigation Plans*

The final irrigation plans will provide the necessary information for a complete and fully automatic irrigation system. The plans will indicate the proposed and/or existing point of connection based upon agency information and requirements, existing or proposed backflow prevention and pressure regulation (as necessary), and equipment size and type in the irrigation legend. "Smart" Water Application Technologies (SWAT) will be utilized. Flow monitors and moisture sensors will be implemented.

The new system will be designed to be compliant with existing Rainbird Maxicom Systems. We understand that reclaimed water will be used on site and that water will be pumped from on-site collection ponds using existing pump systems. The irrigation system design will comply with the State of California's water ordinance and will include the following information:

- Water usage calculations (MAWA and ETWU)
- Water efficient landscape worksheet and hydro-zone table for each remote-control valve (water use category, area served in s.f., controller number, valve size and flow)
- Verde Design will take soil samples from the site and submit them to a local soil lab to obtain a horticultural soils report (agronomic data)
- Irrigation run time schedule based on soil type, solar exposure, and slopes
- Use of ET based controller and a weather station utilizing rain and wind sensors
- Statement note will be added regarding ordinance
- WUCOLS water use classifications for all plant material

## *k. Project Specifications and Bid Schedule*

Final technical specifications will be prepared in Word in the desired format for the proposed park development.

# SCOPE OF WORK



VERDE DESIGN

Specifications will include project description, bid schedule, bid item descriptions, payment methods, special provisions, technical specifications, and detail sheets within the appendix. We assume that the City will provide the boiler plate information for special provisions/General conditions etc.

## *1. Project Meetings*

Bi-weekly meetings throughout the design process are requested as part of the RFP therefore we have budgeted accordingly for an 8-month design process according to the project time schedule. We understand that conference calls and/or web-based screen sharing meetings are acceptable but that some meetings at the City offices or on-site will be necessary. We have assumed 16 meetings based on the bi-monthly requirement with five (5) meetings being in person or on-site.

## BIDDING PHASE

### 11. Bid Support

The Verde Design team will assist the City with:

- a. Responding to bid RFI submitted by potential bidders.
- b. Preparation of clarifications and bid addendum documents. We understand that the City will prepare the actual addendum to be issued.
- c. Review of any potential bids, substitution requests or other assistance during the bidding phase.

## CONSTRUCTION PHASE

### 12. Construction Support

- a. Attend the pre-construction meeting with the City and contractor.
- b. Review and respond to RFIs, submittals, shop drawings, and schedules required to be submitted by the contractor for conformance with the design plans and specifications.
- c. Provide on-site consulting services including bi-weekly construction site meetings. It is difficult to know exactly what level of effort will be needed/requested or if

the construction period will be prolonged beyond our control. The fees for this task are an estimate, are shown for budgetary purposes and will be billed on a Time and Materials basis. We have assumed a construction period of 9 months with bi-weekly meetings as noted in the RFP.

d. We will review and investigate contractor change orders and submit background information to the city to assist with decision making. If necessary, we will assist with the preparation of drawings and documents for approval.

e. We will provide observation reports including progress and final construction site walks with punch lists noting action items for the contractor. We understand that the City will handle the day to day construction management process and special inspections coordination.

f. Verde Design will coordinate with the contractor to review their as-built construction notes and will share them with all members of our design team as necessary so that accuracy can be confirmed. We will update final as-built record drawings and provide sets in hard copy, PDF and CAD files.

## EXCLUSIONS

Without attempting to be all-inclusive and for purposes of clarity, the following items are specifically not included in the Scope of Services:

- Meetings other than those listed
- Work outside the identified project area
- Traffic Studies
- Preparation of SWPPP; rain response monitoring, Annual Reports, SWPPP Updates and Change of Information (COI)/Notice of Termination (NOT) not included, and provided under separate authorization
- Task items not specifically noted

# SUBCONSULTANTS



VERDE DESIGN

## AKH STRUCTURAL ENGINEERS

**Role:** *Structural Engineering*

### **Office Information**

*Location:* San Jose, CA

*Address:* 1505 Meridian Avenue, Suite B, San Jose, CA 95125

*Phone:* 408.978.1970 ext.14

### **Key Staff:**

**Timothy D. Hyde, PE, SE**

*B.S., Architectural Engineering, California Polytechnic State University, San Luis Obispo, 1983 | CA C40796, Professional Engineer, 1986 | CA S3260, Structural Engineer, 1990*

Timothy D. Hyde is a principal engineer and president of AKH. He is a hands-on project manager and oversees the work of the staff engineers in the office, along with being the day-to-day production and operations officer for the firm. Timothy has designed many education and municipal projects such as sports fields, community centers, public and private school facilities, parking garages, hospital infrastructure facilities, corporation yards, fire stations, PV solar panel support structures, and industrial utilities modernizations.

## CONVERSE CONSULTING

**Role:** *Geotechnical*

### **Office Information**

*Location:* Monrovia, CA

*Address:* 717 S. Myrtle Avenue, Monrovia, CA 91016

*Phone:* 626.930.1275

### **Key Staff**

**Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, FASCE**  
*MBA, Business Administration, Capella University (2009), BA, Communications & Psychology, Auburn University (2003)*

Sivathasan (Siva) is a registered civil and geotechnical engineer with 25 years of geotechnical and construction experience. He is skilled at analyzing complex geotechnical problems and has prepared comprehensive reports with detailed recommendations. He also has extensive knowledge of construction projects from managing geotechnical observation and testing, special inspection and material testing, and Caltrans source inspection services.

## FBA ENGINEERING

**Role:** *Electrical Engineering*

### **Office Information**

*Location:* Costa Mesa

*Address:* 150 Paularino Avenue, Suite A120, Costa Mesa, CA 92626

*Phone:* 949.852.9995

### **Key Staff**

**WILLIAM R. ZAVRSNICK, LEED AP, Principal**

*BS, Engineering, Mount Hood College, (1985) | LEED Accredited Professional*

William has been active in the electrical engineering field since joining FBA in 1985. His experience includes the electrical design of parks and recreational facilities, sports facilities, clubhouses, public works, commercial, corporate, municipal, beautification projects, parking structures, and other various projects. He is particularly experienced in the design and development of power distribution, specialized lighting systems, fire/life safety systems.

## PSOMAS

**Role:** *Civil Engineering/Surveying*

### **Office Information**

*Location:* Valencia

*Address:* 27220 Turnberry Lane, Suite 190, Valencia, CA 91355

*Phone:* 661.219.6000

### **Key Staff**

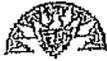
**David S. Martin, PE, ENV SP, QSD, Sr. Project Manager**  
*Business Management, Damelin College (1987) | BS, Civil Engineering, University of Cape Town, South Africa (1981) | CA 74143 Professional Engineer*

Mr. Martin has 36 years of experience in municipal civil engineering infrastructure, specializing in stormwater management, land development and drainage design. He has a broad engineering design and project management background and previously managed an independent multi-disciplinary engineering design office.



Policy Number: 605016326

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



FARMERS  
INSURANCE

6840  
1st Edition

### ADDITIONAL INSURED - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM  
BUSINESSOWNERS COMMON POLICY CONDITIONS

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	The City of Bakersfield et al (see page 2)
Location Of Covered Operation(s):	Kaiser Permanente Sport Village Phase IV
Effective Date Of Endorsement:	11-11-19
If no entry appears above, information required to complete this endorsement will be shown in the Declarations.	

The BUSINESSOWNERS LIABILITY COVERAGE FORM is amended as follows:

A. With respect to the additional insured described in paragraph B. of this endorsement, the following exclusions are added to paragraph 1. Applicable To Business Liability Coverage under Section B. Exclusions:

This insurance does not apply to:

1. "Bodily injury" or "property damage" for which the additional insured(s) is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured(s) would have in the absence of the contract or agreement.

2. "Bodily injury" or "property damage" occurring after:

- Your ongoing operations at the location of covered operations other than service maintenance or repairs performed by you or on your behalf have been completed; or
- The portion of your ongoing operation out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization.

But in no event shall this insurance apply to "bodily injury" or "property damage" arising out of your operations that were completed prior to the effective date of this endorsement.

3. "Bodily injury" or "property damage" arising out of any act or omission of the additional insured(s) or any of its "employees", agents or contractors other than you, except for general supervision by the additional insured(s) of your ongoing operations performed for that additional insured.

4. "Property damage" to:

- Property owned, used or occupied by or rented to the additional insured(s);
- Property in the care, custody or control of the additional insured(s) or over which the additional insured(s) exercise physical control; or
- Any work including materials, parts or equipment furnished in connection with such work which is performed for the additional insured by you.

B. Section C, Who Is An Insured is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only to the extent that the additional insured(s) is held liable for "bodily injury" or "property damage" caused in whole or in part by:

1. Your ongoing operations performed for such person or organization at the location designated above;
2. The acts or omissions of your subcontractors acting on your behalf on the scheduled project in the performance of your ongoing operations for the additional insured(s) which start and are completed within the effective period of this endorsement; or
3. The acts or omissions of such additional insured(s) in connection with its general supervision of such operations.

C. With respect to this endorsement, wrap up policy means an Owner or Contractor Controlled Insurance Program providing one or a series of policies designed to cover a specific construction project that insures all of the persons and entities working on such project.

D. The BUSINESS OWNERS COMMON POLICY CONDITIONS are amended as follows:

With respect to the additional insured described in paragraph B. of this endorsement, Section H. Other Insurance is replaced by the following:

#### H. Other Insurance

##### 1. Primary and Non Contributory Insurance

The coverage provided to an additional insured under this endorsement shall be primary and non contributory ONLY to any insurance issued directly to the additional insured if:

- a. The Named Insured agreed in a written contract or written agreement to provide the additional insured coverage on a primary and non contributory basis;
- b. Such written contract or written agreement referenced in a. above was executed prior to the issuance of this endorsement;
- c. The additional insured designated herein has a policy with an Other Insurance provision making this policy excess; and
- d. There is no "wrap up policy" in effect for the work performed at the location designated in the Schedule of this endorsement.

##### 2. Excess Insurance

If there is other valid and collectable insurance available to the additional insured(s) as an additional insured under other policies covering the work performed at the location designated and described in the schedule of this endorsement, this insurance will be excess over those policies.

Additional Insureds: The City of Bakersfield, its Mayor, Council, Officers, Agents, Employees and Designated Volunteers

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**E3306**  
1st Edition

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

11-11-19

Effective Date

605016326

Policy Number

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COMMON POLICY CONDITIONS - BP 00 09**

**SCHEDULE**

**Name of Person or Organization:**

(If no entry appears above, information required to complete this Endorsement must be shown in the Declarations as applicable to this endorsement.)

The provisions of the Businessowners Common Policy Conditions are modified by this endorsement as follows:

**Condition K. Transfer Of Rights Of Recovery Against Others To Us** in the Businessowners Common Policy Conditions is amended by the addition of the following:

3. We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 11/11/2019	Countersigned By: <i>May Barnard</i> (Authorized Representative)
Named Insured: VERDE DESIGN, INC	

#### SCHEDULE

Name of Person(s) or Organization(s): THE CITY OF BAKERSFIELD PUBLIC WORKS DEPARTMENT The City, its Mayor, Council, Officers, Agents, Employees and Designated Volunteers
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 57 WEC AD1AHA

Endorsement Number:

Effective Date: 06/13/19

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Verde Design Inc.

2455 THE ALAMEDA STE 200  
SANTA CLARA CA 95050

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by

Authorized Representative



**AGREEMENT NO.** \_\_\_\_\_

## **DESIGN CONSULTANT AGREEMENT**

This **DESIGN CONSULTANT AGREEMENT** is made and entered into on \_\_\_\_\_ (“Effective Date”), by and between the **CITY OF BAKERSFIELD**, a municipal corporation (“CITY”), and **VERDE DESIGN, INC.**, a California Corporation (“DESIGN CONSULTANT”).

### **R E C I T A L S**

**WHEREAS**, CITY is currently developing the site master plan update, construction documents and design for Phase IV of Kaiser Permanente Sports Village (the “Project”); and

**WHEREAS**, since CITY does not have expertise currently on staff to design and engineer the Project, CITY has issued a Request for Qualifications/Request for Proposal (“Request”) for those services; and

**WHEREAS**, after reviewing the Request, including the Technical Provisions dated October 15, 2019, and being satisfied that it understands the Project’s requirements, DESIGN CONSULTANT has submitted a response to the Request, which includes a scope of work and cost proposal; and

**WHEREAS**, DESIGN CONSULTANT represents that it is experienced in the fields of design and engineering as required for the Project and that all of its officers, partners, and/or principals are licensed professionals in engineering, design, or similar professional areas with the appropriate professional degrees; and

**WHEREAS**, DESIGN CONSULTANT also represents that it has an adequate number of properly licensed and experienced employees on its staff to accomplish the Scope of Work, as defined below, and that it is competent to undertake the Scope of Work; and

**WHEREAS**, based on these representations and all other representations made by DESIGN CONSULTANT to CITY, CITY desires to retain DESIGN CONSULTANT to perform the Scope of Work.

**NOW, THEREFORE**, incorporating the foregoing recitals herein, CITY and DESIGN CONSULTANT mutually agree as follows:

1. **SCOPE OF WORK.** In exchange for the Compensation (defined below), DESIGN CONSULTANT must competently and thoroughly design and engineer the Project as more specifically described in the Request, attached as **Exhibit A** and incorporated herein by reference, and in DESIGN CONSULTANT's scope of work, attached hereto as **Exhibit B** and incorporated herein by this reference (collectively, the project description in the Request and DESIGN CONSULTANT's scope of work are referred to as "Scope of Work"). DESIGN CONSULTANT's services shall include all the procedures necessary to properly complete the Scope of Work, whether specifically included in the Scope of Work or not.
2. **COMPENSATION/PAYMENT PROCEDURE.** In exchange for performing the Scope of Work and subject to the terms of this section, CITY will pay DESIGN CONSULTANT as follows ("Compensation"):
  - 2.1 **Actual Costs.** CITY will reimburse DESIGN CONSULTANT's actual costs (including labor costs, employee benefits, overhead, and other direct costs) in an amount not to exceed \$584,051 exclusive of any fixed fee. Actual costs shall not exceed the estimated wage rates and other costs set forth in DESIGN CONSULTANT's cost proposal.

CITY will pay DESIGN CONSULTANT within 30 days after DESIGN CONSULTANT submits an itemized invoice for the portions of the Scope of Work completed and that invoice is approved by CITY. The Compensation will be the total amount paid to DESIGN CONSULTANT for performing the Scope of Work and includes, but is not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to DESIGN CONSULTANT. In no case will CITY compensate DESIGN CONSULTANT more than \$584,051 for performing the Scope of Work.
3. **TERM.** Unless terminated sooner as set forth herein, this Agreement shall terminate on December 31, 2022.
4. **TERMINATION FOR CAUSE.** If at any time CITY becomes dissatisfied with the DESIGN CONSULTANT's performance under this Agreement, CITY may terminate this Agreement after providing DESIGN CONSULTANT with ten-days written notice.
5. **STARTING WORK.** DESIGN CONSULTANT shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the Effective Date.
6. **TIME FOR COMPLETION.** DESIGN CONSULTANT must complete all assigned tasks set forth in the Scope of Work no later than September 30, 2020.

**7. CONTRACT ADMINISTRATOR.**

CITY's Contract Administrator is:

Navdip Grewal  
City of Bakersfield  
1600 Truxtun Avenue  
Bakersfield, California 93301  
Telephone: (661) 326-3361

DESIGN CONSULTANT's Project Manager shall be designated as:

Mark Baginski  
Verde Design, Inc.  
3685 Main Street, Suite 350  
Riverside, CA 92501  
Telephone: (951) 221-3142

The Contract Administrator and the Project Manager shall be the primary contact persons for CITY and DESIGN CONSULTANT, respectively.

**8. COMPLIANCE WITH ALL LAWS.** DESIGN CONSULTANT shall, at DESIGN CONSULTANT's sole cost, comply with all applicable requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.

**9. INDEPENDENT CONTRACTOR.** This Agreement calls for DESIGN CONSULTANT's performance of the Scope of Work as an independent contractor. DESIGN CONSULTANT is not an agent or employee of CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with DESIGN CONSULTANT other than that of an independent contractor.

**10. DIRECTION.** DESIGN CONSULTANT retains the right to control or direct the manner in which the services described herein are performed.

11. **EQUIPMENT.** DESIGN CONSULTANT will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.
12. **KEY PERSONNEL.** DESIGN CONSULTANT shall name all key personnel to be assigned to perform the Scope of Work. All key personnel shall be properly licensed and experienced for the work to be performed under this Agreement. DESIGN CONSULTANT shall provide background for each of the key personnel including, without limitation, resumes and work experience performing work similar to the Scope of Work. CITY reserves the right to approve key personnel. Once the key personnel are approved, DESIGN CONSULTANT shall not change such personnel without CITY's written approval.
13. **LICENSES.** DESIGN CONSULTANT shall, at DESIGN CONSULTANT's sole cost and expense, have at the time of bidding or proposal submission and shall keep in full force and effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for DESIGN CONSULTANT to practice its profession in the State of California and perform the Scope of Work. DESIGN CONSULTANT must also ensure that all employees or subcontractors assigned to perform any portion of the Scope of Work are properly licensed. If DESIGN CONSULTANT is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If DESIGN CONSULTANT is a partnership, at least one partner shall hold the required licenses or professional degrees. DESIGN CONSULTANT must provide proof that the requirements of this section are met when requested by CITY.
14. **CONFLICTS OF INTEREST.** DESIGN CONSULTANT hereby represents that both corporately and individually the firm and its employees and subconsultants:
  - 14.1 Do not have, and will not have, financial interest in either the success or failure of any project which is dependent upon DESIGN CONSULTANT's performance of the Scope of Work; and
  - 14.2 Are not currently, and will not be, employed by or under contract to any contractor who may be awarded the contract to construct the Project.
15. **SB 854 COMPLIANCE.** To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently

registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

16. **ACCEPTANCE OF WORK.** CITY's acceptance of work or payment for work shall not constitute a waiver of any portion or any provision of this Agreement.

17. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

18. **INSURANCE.**

18.1 **Types and Limits of Insurance.** In addition to any other insurance or security required under this Agreement, DESIGN CONSULTANT must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

18.1.1 **Professional liability insurance,** providing coverage on claims made basis for errors and omissions with limits of not less than \$1,000,000 per occurrence.

18.1.2 **Automobile liability insurance,** providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

18.1.3 **Commercial general liability insurance,** unless otherwise approved by CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

- 18.1.3.1 Provide contractual liability coverage for the terms of this Agreement;
- 18.1.3.2 Provide products and completed operations coverage;
- 18.1.3.3 Provide premises, operations, and mobile equipment coverage; and
- 18.1.3.4 Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

18.1.4 **Workers' compensation insurance** with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, DESIGN CONSULTANT must submit to CITY the following certification before beginning any work on the Improvements:

I am 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 I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, DESIGN CONSULTANT is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

## 18.2 **General Provisions Applying to All Insurance Types.**

18.2.1 All policies required of DESIGN CONSULTANT must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to CITY's advance approval, DESIGN CONSULTANT may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or

contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.

- 18.2.2** Except for professional liability insurance, all policies required of DESIGN CONSULTANT must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, agents, employees, and designated volunteers must be excess of DESIGN CONSULTANT's insurance and must not contribute with it.
- 18.2.3** The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.
- 18.2.4** The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by CITY's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.
- 18.2.5** Full compensation for all premiums which the DESIGN CONSULTANT is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.
- 18.2.6** It is further understood and agreed by DESIGN CONSULTANT that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by DESIGN CONSULTANT in connection with this Agreement.

**18.2.7** Unless otherwise approved by CITY, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for DESIGN CONSULTANT, and all subcontractors must agree in writing to be bound by the provisions of this section.

**19. THIRD PARTY CLAIMS.** In the case of public works contracts CITY will timely notify DESIGN CONSULTANT of third party claims relating to this contract. CITY shall be allowed to recover from DESIGN CONSULTANT, and DESIGN CONSULTANT shall pay on demand, all costs of notification.

**20. INDEMNITY.**

**20.1** DESIGN CONSULTANT shall indemnify, defend, and hold harmless CITY and CITY's officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, arising from DESIGN CONSULTANT's negligence, fraud, willful misconduct, criminal conduct, errors and omissions, or breaches of contract, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by DESIGN CONSULTANT or DESIGN CONSULTANT's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

**20.2** To the extent Civil Code Section 2782.8 is applicable to this Agreement, the DESIGN CONSULTANT shall indemnify, defend and hold harmless CITY and CITY's officers, agents and employees against any and all liability, claims, actions, causes of action or demands, against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, that only arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of DESIGN CONSULTANT. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. This section shall not be waived or modified by

contractual agreement, act, or omission of the parties.

21. **ASSIGNMENT.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.
  
22. **CONFIDENTIALITY.** During the term of this Agreement, DESIGN CONSULTANT may have disclosed to it information of a legal and confidential nature, and such information could severely damage CITY if disclosed to outside parties. Except as otherwise required by law, when informed that information is confidential, DESIGN CONSULTANT will not disclose to any person, directly or indirectly, either during the term of this Agreement or at any time thereafter, any such information or use such information other than as necessary in the course of this Agreement. All documents DESIGN CONSULTANT prepares and confidential information given to DESIGN CONSULTANT under this Agreement are the exclusive property of CITY. Under no circumstances shall any such information or documents be removed from CITY without CITY's prior written consent.
  
23. **ACCOUNTING RECORDS.** DESIGN CONSULTANT shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at DESIGN CONSULTANT's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and made available to CITY representatives upon request at any time during regular business hours.
  
24. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.
  
25. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

26. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
27. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
28. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.
29. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.
30. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.
31. **INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
32. **MERGER AND MODIFICATION.** This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.
33. **NEWS RELEASES/INTERVIEWS.** All news releases, media interviews, testimony at hearings and public comments relating to this Agreement by DESIGN CONSULTANT shall be prohibited unless authorized by CITY.
34. **NON-INTEREST.** No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).
35. **NOTICES.** All notices relative to this Agreement shall be given in writing and

shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

**CITY: CITY OF BAKERSFIELD  
CITY HALL  
1600 Truxtun Avenue  
Bakersfield, California 93301**

**DESIGN CONSULTANT:** Verde Design, Inc.  
3685 Main Street, Suite 350  
Riverside, CA 92501

- 36. RESOURCE ALLOCATION.** All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.
- 37. TITLE TO DOCUMENTS.** All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by DESIGN CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation, become CITY property.
- 38. TAX NUMBERS.**

DESIGN CONSULTANT's Federal Tax ID Number \_\_\_\_\_  
DESIGN CONSULTANT is a corporation? Yes \_\_\_\_\_ No \_\_\_\_\_  
(Please check one.)

[Signatures on Following Page]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the Effective Date.

"CITY"  
**CITY OF BAKERSFIELD**

"DESIGN CONSULTANT"  
**VERDE DESIGN, INC.**

By: \_\_\_\_\_  
**KAREN GOH**, Mayor

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

Type or Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO CONTENT:  
**PUBLIC WORKS DEPARTMENT**

By: \_\_\_\_\_  
**NICK FIDLER**  
Public Works Director

APPROVED AS TO FORM:  
**VIRGINIA GENNARO**  
City Attorney

By: \_\_\_\_\_  
**RICHARD IGER**  
Deputy City Attorney

Insurance: \_\_\_\_\_

COUNTERSIGNED:

By: \_\_\_\_\_  
**RANDY MCKEEGAN**  
Finance Director

Attachments: **Exhibits A and B**

EXHIBIT A



# BAKERSFIELD

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## REQUEST FOR FEE PROPOSAL (RFP)

**Master Plan Update and Design Services for Kaiser Permanente Sports Village Phase IV  
Bakersfield, California**

October 15, 2019

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Firms wishing to be considered for this project should thoroughly read this RFP. A fee proposal submitted in response to this RFP must include all of the work elements listed in the Scope of Work section of this RFP. In addition, the fee proposal must be in the format as described in the Project Fee Proposal of this RFP.

### **SECTION 1: GENERAL PROJECT DESCRIPTION**

The City of Bakersfield (City) plans to construct the fourth phase of a City owned recreational facility known as "Kaiser Permanente Sports Village". The fourth phase of the facility will contain the various elements and amenities described below. The facility is located on the north side of Taft Highway between Gosford Road and Ashe Road.

The scope of work will consist of a two-step approach. The first step will be to revise and update the Master Plan for the remainder of the park facility, which will provide analysis & modifications for building out the remaining phases and amenities of the facility. The Master Plan shall also include the already constructed portions of the site so as to depict the complete vision for the site in a seamless and cohesive manner.

The second step is to design the actual fourth (4<sup>th</sup>) phase of the facility, which will consist of five (5) football fields, field lighting, prefabricated restroom building, prefabricated concession building, three (3) parking lot(s), parking lot lighting, roadway improvements, street lighting, sidewalks, passive areas, site lighting and landscape and irrigation improvements. Phase 4 is also to include the conversion of four existing football fields into soccer fields and the connection of McKee Road to Road "3" (Road 3 connects to Play Fair Drive at the roundabout just east of the soccer stadium).

The football fields shall be designed in accordance with the guidelines promulgated by the appropriate sports organizations and based on the intended use. The fields shall be sized to accommodate high school level play.

The above indicated description of items is preliminary and is subject to modification based on budget, dictates of the site, dictates of grant from the National Park Service's Federal Land and Water Conservation Fund Grant Program, which has been awarded to the City for construction of phase IV, and/or other constraints.

The site improvements shall include support facilities as necessary for the complete, proper, and successful operation of the facility. All site improvements shall be sized and designed in accordance with the applicable codes and regulations and with the City's proposed

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1501 Truxtun Avenue, Bakersfield, CA 93301  
661-326-3724 FAX: 661-852-2120





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programming plan. The site improvements include, but are not limited to,

- Five (5) Natural Turf Football Fields (dimensions: 53 1/3 yards by 120 yards)
- Field lighting (due to the location of the PG&E Easement and restrictions on excavation, it is assumed that only four (4) football fields will have sports lighting;
  - 2 fields on the East of easement, 2 fields on the West of easement. Central field not lighted (see attachment).
- Vehicular circulation (including the connection of McKee Road with Road 3 and three (3) parking lots;
- Walking paths throughout the complex;
- Restroom Building (Located adjacent to soccer stadium\*);
- Concession Building (Located adjacent to soccer stadium\*);
- Landscaping;
- Hardscape design in the area around the restroom and concession buildings.
- Fencing; \*The restroom building and concession building shall be fenced and gated such that they may serve both the existing stadium and proposed phase IV football fields. Site and Directional Signs; and
- All necessary utilities including but limited to:
  - potable water with drinking fountains, quick coupler valves, fire sprinklers if required and fire hydrants,
    - potable water line extension to existing irrigation pump skid as backup water source,
    - upsizing approximately 400 linear feet of existing potable water line from 8" to 16" diameter,
    - connection and reconnection of necessary water meters,
  - reclaimed water line extension to future (third) pond location
  - electric power, including calculating size and location of new PG&E service
  - site and security lighting,
  - communication systems,
  - Maxicom capable irrigation systems,
  - sanitary sewer collection system, and,
  - storm water collection and disposal system.
  - Possible piping system to pump pond water back to wastewater treatment plant percolation ponds in case existing pond reaches overflow stage. (The City is considering options of tying into the existing irrigation system to accomplish this).

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The City plans to enter into an agreement for design services with a consultant, teamed with appropriate subconsultants if needed, which has documented experience in planning, designing, and preparing construction documents for comparable facilities, and is capable of providing all necessary services for the Scope of Work as described in this RFP.

For the purpose of this project, the following definitions shall apply:

OWNER is the City of Bakersfield. Staff from the Design Engineering Division of the Public Works Department and staff from the Recreation and Parks Department of the City of Bakersfield shall be the Owner's Representatives.

PROPOSER is a firm which submits a Fee Proposal in response to this RFP.

CONSULTANT is the firm hired by the City to provide the services described in this RFP.

LOCAL REGULATORY AGENCY refers to all Sections, Divisions, and Departments of the City of Bakersfield that are charged with the review and approval of this type of development project within the city limits.

STATE REGULATORY AGENCY refers to all State of California agencies that might have jurisdiction over the project design and/or construction.

FEDERAL REGULATORY AGENCY refers to all United States of America federal agencies that might have jurisdiction over the project design and/or construction.

## **SECTION 2: SERVICES TO BE PROVIDED BY THE CONSULTANT (SCOPE OF WORK) (KAISER PERMANENTE SPORTS VILLAGE PHASE IV)**

The CONSULTANT's team shall include appropriately licensed professional staff to provide all services necessary for the design of this project, preparation of construction documents (Phase IV only) and preparation of other documents for this project, including but not limited to,

1. geotechnical studies (Phase IV limits only);
2. agronomist soil testing and report (Phase IV limits only);
3. planning and conceptual design of all facilities for the Master Plan update;
  - a. The level of design for the third irrigation pond, community center, and skate park shall require only a basic footprint of appropriate size and configuration placed appropriately in the context of the remaining park site.
4. planning and design of all facilities for the fourth phase of the Kaiser Permanente Sports Village facility;
5. architectural design of all project components (Phase IV limits only);
6. civil engineering design of all site improvement components (Phase IV limits only);
7. structural engineering design of all project components (if needed) (Phase IV limits only);
8. electrical engineering design of all project components (Phase IV limits only);

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9. mechanical and plumbing engineering design of all project components (Phase IV limits only); and
10. landscape architectural design of all irrigation and landscaping components (Phase IV limits only).

CONSULTANT shall perform the following tasks:

## STEP ONE – MASTER PLAN UPDATE:

### PRELIMINARY PHASE:

1. Review the Kaiser Permanente Sports Village Concept Plan which has been compiled by City Staff. The City will provide an electronic copy (AutoCad ) of the current Concept Plan to the Consultant. This plan/ cad file was not prepared with survey data and shall be used for reference only.
2. Update the Kaiser Permanente Sports Village Concept Plan to incorporate as-built information from phases 1-3 and proposed design modifications for Phases IV as well as build out for the future remaining phases.
3. Provide irrigation study to calculate estimated quantity of water required to irrigate Phase IV site and entire Sports Village Site at full build out based upon Master Plan Update. Submit irrigation study to City for review.
4. Study the existing lined pond to determine if it has enough capacity to provide storage of reclaimed water for the purpose of providing irrigation to the Phase IV improvements as well as the existing soccer fields, soccer stadium, and passive areas that were constructed as part of Phase I, Phase II, and Phase III. Submit pond storage capacity vs. cumulative irrigation requirement study to City for review.
5. Provide study to calculate the necessary size for the third pond to store the water required to irrigate the entire site at full build out. The City will provide Consultant with estimated storage capacity of the existing two ponds. The City will also provide the Consultant with the minimum water level desired to maintain in the ponds for aesthetic purposes.
6. Present a final option for the ultimate buildout of the remaining phases as well as incorporating modifications to the existing completed Phases I-III. Consultant shall proceed with the final option only after City's management team has explored all possible outcomes for future buildouts. Final product shall be a colored rendering at a minimum of 1" = 150'. Consultant shall also supply City with pdf and jpeg files of the color rendering.

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## STEP TWO – SPORTS VILLAGE PHASE IV:

### PRELIMINARY DESIGN PHASE:

1. Review the project's environmental document. Incorporate requirements of that document into the construction documents for this project.
2. Coordinate all work efforts with all utility companies regarding any existing facilities which may be in conflict with this project. The CONSULTANT will not be responsible for the design of any relocation of existing utilities.
3. Apply for new utility services (if needed) with the various utility companies.
4. Obtain topographic surveys for the project location.
5. Prepare a Preliminary Cost Estimate for the construction of the project. The Preliminary Cost Estimate shall reflect the approved phasing of the development and construction of the project. Review the preliminary Cost Estimate with the Project Development Team and make modifications as recommended.

### FINAL DESIGN PHASE:

1. Prepare Plans, Specifications and Estimates (PS&E) for the fourth phase of Kaiser Permanente Sports Village. Also provide any and all electronic documents including AutoCAD files.
2. Obtain approval of the PS&E from the Project Development Team, the Local Regulatory Agency, State Regulatory Agency and Federal Regulatory Agency. Apply for and obtain all necessary permits with local agencies, state agencies and federal agencies.
3. Conduct bi-weekly meetings, as necessary, throughout duration of the design. In consultation with the City, the meetings may be conference calls. However, if needed, some in person, onsite meetings may be necessary.
4. Furnish the original set of the approved construction plans and specifications to the OWNER.
5. Maintain compliance with grant requirements as well as assisting the City on any reporting requirements.

### BIDDING PHASE:

1. Assist the OWNER in responding to questions and comments submitted by potential bidders via RFI (Request for Information).
2. Assist the City in preparing any necessary addendum documents. City will prepare the actual addendum to be issued.
3. Assist City with review of any potential bids, substitution requests, or other necessary assistance during the bidding phase.

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4. Attend a pre-bid job walk.

## CONSTRUCTION PHASE:

1. Review and approve contractor's submission of product data and shop drawings as required.
2. Attend the pre-construction meeting with City and Contractor.
3. Provide on-site consulting services as required by the OWNER, including but not limited to bi-weekly job site meetings.
4. Investigate proposed contract change orders and submit background information to the OWNER for a decision, if justified, and prepare necessary drawings and documents for approval.
5. Assist in performing a final inspection of the completed construction and prepare a list for OWNER of necessary items to be corrected prior to accepting the project as constructed.
6. Prepare and submit to OWNER record drawings reflecting changes made during construction. These record drawings shall be in both electronic file format and reproducible drawing format.

CONSULTANT shall not commence work on subsequent phases or tasks of work until CITY has issued written approval of the previous phase or task documents and a written authorization to proceed with the next phase or task.

The CONSULTANT shall execute its work in a timely manner and in accordance with the approved project schedule.

The CONSULTANT shall provide all technical skills and studies necessary for successful and complete design of the project.

## SECTION 3: GENERAL REQUIREMENTS

The City plans to enter into an agreement for project site master plan and Phase IV final design and construction documents with a qualified Consultant, teamed with the appropriate subconsultants, if needed, that has documented and has extensive experience in design of sports complexes and/or sports fields. That Consultant shall be capable of providing all necessary design services for the Scope of Work as described in this RFP.

The CONSULTANT shall furnish design and related services for the Kaiser Permanente Sports Village Master Plan Update and Phase IV Design Project. All such work will be coordinated through the City's Project Managers.

The CONSULTANT shall be responsible for the design, related approvals, and Final Plans, Specifications & Estimate (PS&E or Construction Documents) for the project. The CONSULTANT's services will include identification of required permits and licenses; topographic survey of the

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project site; geotechnical investigation; coordination with responsible agencies and parties affected by the construction of the project; and such other services that are necessary for the completion of the Project. Project design shall meet the standards and requirements of the City, conform to current Federal and State regulations, and meet recognized design standards, including those of the California Department of Transportation (Caltrans), and the "GREENBOOK" (Standard Specifications for Public Works Construction). Funding for the construction of the project is expected to come from local and federal sources. The City has been awarded a grant from the National Park Service's Land and Water Conservation Fund Grant Program for construction of phase IV.

Coordination with public utilities may be required for the construction of Kaiser Permanente Sports Village Phase IV. While the CONSULTANT will be required to coordinate with the owners of the various utility facilities, the actual design of the utility relocation and/or utility services is not part of this scope of work.

The City will require that the PS&E documents will place responsibility for preparation of Dust Control Plan and Stormwater Pollution Prevention Plan (SWPPP) on the Contractor.

## **SECTION 4. ITEMS AND SERVICES TO BE PROVIDED BY THE CITY OF BAKERSFIELD**

The City will provide overall project management services.

The City will provide a general description of the project site, its locations and boundaries.

The City will provide an electronic copy (AutoCad) of the current concept plans.

The City will provide copies of City's available record drawings of existing facilities. The City makes no warranty that record drawings for all existing improvements are available.

The City will provide all services required to plan, supervise, monitor and finance the project except for those services to be provided by the CONSULTANT as set forth herein above.

The City will provide environmental clearance for the project.

The City will provide clearance from San Joaquin Valley Air Pollution Control District (SJVAPCD) for the Indirect Source Review (ISR) for the project.

## **SECTION 5. PROJECT TIME SCHEDULE**

Time is of the essence for this project. The City of Bakersfield will hold interviews on Wednesday, October 30, 2019. The City anticipates awarding the contract at the November 20, 2019 City Council Meeting for Kaiser Permanente Sports Village Phase IV. The City plans on issuing a notice to proceed in December 2019 with the Master Plan Update being finalized by February 28, 2020 and the Final Design and PS&E ready for bidding by July 31, 2020.

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## **SECTION 6. PROJECT FEE PROPOSAL**

All firms being interviewed shall submit a fee proposal based on the Scope of Work described in this RFP inside a sealed envelope. The fee proposal shall be itemized for the following phases of the project and shall be of the type indicated:

- A. Master Plan Update Preliminary Phase (fixed fee);
- B. Sports Village Phase IV Preliminary Phase (fixed fee);
- C. Sports Village Phase IV Design Phase (fixed fee);
- D. Sports Village Phase IV Bidding Phase (time-and-materials, not-to-exceed fee);
- E. Sports Village Phase IV Construction Phase (time-and-materials, not-to-exceed fee); and
- F. Reimbursable Expenses (time-and-materials, not-to-exceed fee).

The detailed work associated with each of these Phases is described in the "Services to Be Provided by the CONSULTANT (Scope of Work)" section of this RFP.

Request for payment of services shall be billed to the City on a monthly basis in accordance with CONSULTANT's fee proposal which is submitted in response to this RFP.

## **SECTION 7. SELECTION OF A DESIGN CONSULTANT**

After interviewing the firms, the City will select a CONSULTANT. The City will enter into an agreement with one CONSULTANT for the Kaiser Permanente Sports Village Phase IV project. Primary selection of a consultant will be based on the interview committee's determination of which firm is most competent and qualified to do the work. Only after this primary selection is made will the fee proposals be opened. The City reserves the right to make a secondary selection of the consultant based on the submitted fee proposals.

## **SECTION 8. SOLICITATION CAVEAT**

The PROPOSER understands and agrees that the CITY shall have no financial responsibility for any costs incurred by the PROPOSER in responding to this RFP and shall not be liable to any PROPOSER's costs attributed to the design of the project until the PROPOSER has executed a contract with the City of Bakersfield and has been authorized in writing to proceed. The City of Bakersfield reserves the right to terminate this RFP after three days notice to all prospective PROPOSERS.



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## **SECTION 9. CONTACTS AT THE CITY OF BAKERSFIELD**

All questions concerning the project, the submittal of a Fee Proposal and the City's selection of a consultant for this project should be directed to:

Navdip Grewal, Civil Engineer IV  
Public Works Department, Design Engineering  
City of Bakersfield  
1501 Truxtun Avenue  
Bakersfield, CA 93301  
Voice Phone: 661-326-3361  
Facsimile: 661-852-2120  
e-mail: [ngrewal@bakersfieldcity.us](mailto:ngrewal@bakersfieldcity.us)



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Addendum No. 1

Page 1 of 2

Project: **Master Plan Update and Design Services for Kaiser Permanente Sports Village Phase IV**

Project Number: P0K234

Interview Date: October 30, 2019

Today's Date: October 17, 2019

---

## NOTICE TO ALL PROPOSERS SUBMITTING ON THIS WORK

You are hereby notified of the following changes and/or additions to the Request for Fee Proposal documents for the above referenced project. Such changes and/or additions are hereby made a part of that document and shall take precedence over anything to the contrary therein.

---

### CLARIFICATIONS:

1. Each firm is to submit their fee proposal in a sealed envelope at the beginning of their scheduled interview on Wednesday, October 30, 2019.
2. The RFP cover letter states that "each firm is required to have in attendance at their interview the key personnel who will be working on the project." The reason for this requirement is to allow each proposing team the opportunity to best represent their qualifications and experience. The City understands that prior commitments may prevent some personnel from attending the interview. Having a missing team member will not "disqualify" a Proposer; however, the proposing team shall demonstrate through the presentation and interview their qualifications and ability to meet the requirements of the project.
3. The total anticipated Construction Budget for the Kaiser Permanente Sports Village Phase IV project is \$8 million. This is inclusive of the National Park Service grant awarded to the City.
4. The Consultant shall be responsible for all necessary geotechnical services.
5. The restroom building and concession building are to be prefabricated. The Phase III restroom was supplied by Public Restroom Company. It is anticipated that a suitable product for the restroom building and concession building could be supplied by Public Restroom Company or other approved equal company.
6. Design of the Community Center building is not part of the scope of work for this RFP. Consultants are required to include placement of the Community Center building as part of the Master Plan Update. The City is considering locating the Community Center closer to Taft Highway. Final programming of the Community Center building has not been determined; however, the City will supply the Consultant with an approximate building footprint size for use in the Master Plan prior to issuing the "Notice to Proceed".
7. The existing irrigation pump skid is maxed out but has enough capacity to irrigate Phases I – IV.
8. The new sports lighting, site lighting, and other Phase IV electrical requirements will need to be fed from a new PG&E service because the existing switch gear is maxed out. Consultant shall be responsible for calculating the size and location of the new electrical service and all other Phase IV electrical design. In addition to supplying power for the proposed Phase IV limit of work the new electrical service shall be designed with approximately 25% spare capacity.

S:\PROJECTS\2019-2020\P0K234-Kaiser Permanente Sports Village Phase 4\consultants\RFQ\_RFP\Two Step Process\Second Step Documents\ADDENDUM #1.docx

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9. Each football field should include an electronic scoreboard (unless restricted by the PG&E easement).
10. The City would like to include a place for low portable bleachers (five rows or less, seating capacity T.B.D.) at the football fields.

---

NOTE: All Proposers submitting a Fee Proposal for this work shall denote in their submittal and on the outside of the submittal envelope that they have received **ADDENDUM NO. 1**.

---

Addendum approved by:

Navdip Grewal  
Civil Engineer IV– Design Engineering



# BAKERSFIELD

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Addendum No. 2

Page 1 of 4

Project: **Master Plan Update and Design Services for Kaiser Permanente Sports Village Phase IV**

Project Number: P0K234

Interview Date: October 30, 2019

Today's Date: October 23, 2019

---

## **NOTICE TO ALL PROPOSERS SUBMITTING ON THIS WORK**

You are hereby notified of the following changes and/or additions to the Request for Fee Proposal documents for the above referenced project. Such changes and/or additions are hereby made a part of that document and shall take precedence over anything to the contrary therein.

---

**The deadline for submitting questions to this RFP is Thursday, October 24, 2019 at 4pm.**

### **CLARIFICATIONS:**

1. The Consultant shall be responsible for working with the City to establish the necessary requirements for the restroom building and the concession building. The Consultant will coordinate these requirements with a qualified manufacturer such as Public Restroom Company or approved equal to put together an acceptable design. The manufacturer will be responsible for all architectural, engineering, and mechanical design.
2. The Consultant will not be responsible to produce plans and specifications for either the manufacturer to build or for the Contractor to bid.
3. The Concessions building shall be a Level 2 facility with regards to the types of food sold.
4. The two buildings will be located in close proximity and will need to match each other functionally and aesthetically; therefore, the buildings should be sourced from the same manufacturer.
5. The Consultant shall be responsible for designing all utility connections for the prefabricated buildings.
6. The Consultant shall be responsible for designing the grading, compaction specifications, and hardscape around the building including all ADA requirements.
7. The Consultant shall be responsible for designing the remaining area around the restroom and concession buildings and inside the current stadium fence including but not limited to:
  - a. Fences and gates as necessary to provide access to buildings from both the East (stadium) and West (future football field) sides.
  - b. Gated entrance from North parking lot into the Stadium.
  - c. Attractive "plaza like" design for space between building and existing improvements including landscape, hardscape, lighting and potentially seat walls and/or planters.
  - d. Any necessary ramps, steps, railings or other elements as required by the topography of the site and ADA requirements.

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Public Works Department  
1501 Truxtun Avenue, Bakersfield, CA 93301  
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# BAKERSFIELD

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8. The goal for the Kaiser Permanente Sports Village is a unified and seamless park such that when it is fully constructed the various “phases” would look and feel as though they were constructed as “one project” with the various park systems and elements working together. Therefore, whenever possible, the Consultant’s design shall match the existing manner of construction, materials, manufacturer, colors, finishes, and existing themes for all landscape, irrigation, building, lighting, and drainage materials.
  - a. The sports lighting shall be Musco LED lighting (to match stadium) or approved equal and incorporate manufacturer’s construction details.
  - b. Athletic fields shall be crowned to drain with drainage swales and drain inlets located outside the field of play used as necessary to transport runoff water back to the irrigation ponds. In addition to storm drains, Phase I and Phase II utilized bio-swales which should be replicated in Phase IV if deemed appropriate by the City. Bio-swale details used in Phase I and II will be made available to the consultant.
  - c. Subsurface drainage was not used for the existing fields. Phase IV field preparation shall incorporate recommendations from the required Phase IV agronomist soil report. Prior reports can also be provided to the Consultant for reference.
  - d. Phase IV signage is expected to be minimal. Any new signs are to match existing signs.
  - e. All of the City’s standard details are available at:  
[https://bakersfieldcity.us/gov/depts/public\\_works/engineering/subdivision\\_n\\_engineering\\_design\\_manual.htm](https://bakersfieldcity.us/gov/depts/public_works/engineering/subdivision_n_engineering_design_manual.htm). The “proposed” and/or recently adopted standards shall be those incorporated as needed.
  - f. The City is also able to provide specifications for the planting of sod and solons (only sod is anticipated), and for the landscape maintenance period. The City will provide as-built plans (from existing phases) to the Consultant once the notice to proceed has been issued. The City cannot guarantee the availability or accuracy of the as-built plans but will supply them when available for reference.
  - g. Plans and specifications produced by prior consultants shall be available for reference only.
9. For the purpose of updating the Master Plan, Consultant is not required to survey all of the already constructed park areas, however, Master Plan update should depict all significant changes to the site including but not limited to the actual location of the McKee Road to Road 3 extension/ connection, actual stadium design, actual lake configurations, and the various design modifications made during Phase I through Phase III.
10. The Consultant shall be responsible for all necessary design work for complete PS&E for the McKee Road to Road 3 extension/ connection including but not limited to all utility design, grading, compaction, drainage, and street lighting etc. This design will not require a separate plan submittal package, but will be part of the overall Phase IV design package.
  - a. Consultant shall be responsible for design modifications to the existing slope between the existing football fields and the wastewater treatment plant fence which will include landscape and irrigation design and may include slope stabilization and/or possible retaining walls.
  - b. Consultant shall be responsible for the interface between the existing football fields (future soccer fields) turf and the paving, curb, gutter, and sidewalk of the McKee Road extension. This interface may require grading, drainage, electrical, irrigation, and turf design modifications.
  - c. Consultant should assume that the existing football goalposts will not be available for reuse in Phase IV.
  - d. Consultant is not responsible for recommendations for renovations to existing turf within the sports fields.



# BAKERSFIELD

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11. The City intends to convert the existing football fields to soccer fields and will self-perform the necessary tasks such as removing football goalposts and striping fields.
12. There are existing City sewer lines below Play Fair Drive which service existing restrooms and shall be extended to service the Phase IV improvements. The site will not utilize any septic tanks or leach fields.
13. At this time there are no State regulatory agencies that are anticipated to review the plans.
14. At this time the National Park Service's Federal Land and Water Conservation Fund Grant Program is the only federal agency anticipated to be involved with reviewing for compliance to the grant. The City has not received the final requirements for the grant, but we anticipate the consultant involvement will be minimal. The City will take the lead on the reporting, but the consultant may have to provide some information that the City may not have expertise on. We anticipate this to be very low level reporting usually on a quarterly basis. The City is not applying for any other grants for the Phase IV scope of work.
15. The \$8 million dollar budget is to include the total construction cost inclusive of inspections, fees, and contingencies.
16. Design milestones for the project shall include deliverables for plan check review at 30%, 60%, and 90% as well as final signed PS&E for public bid. The Consultant shall submit a project design schedule to the City at the design kickoff meeting. See section 6 of the RFP for additional information.
17. The park is irrigated with reclaimed water from the City's wastewater treatment plant located just to the north of the park. The reclaimed water from the plant also fills the two existing ponds and will be used for the third future pond. The scope of work includes the extension of a domestic water line with a fire hydrant or suitable air gap (to eliminate cross connection) to the existing irrigation pond or wet well for the purpose of supplying a backup supply of water for irrigation in the event that recycled water production was interrupted temporarily. The final water delivery method will need to meet all governing codes and may be subject to governing agency review.
18. Whenever they are available, the City will provide as-builts from previous phases as well as other pertinent information such as sprinkler run times and schedules for calculating the estimated irrigation water usage and supply. The City cannot guarantee the availability of all such material but is willing to work with the Consultant in obtaining the necessary information from the existing phases for calculating water usage. The Consultant shall be responsible for calculating the amount of water required for Phase IV.
19. The existing pump skid has three irrigation pumps capable of producing 750 gpm each. The skid also has a 5 HP maintenance pump. Phases I and II share a 10" mainline. Phase III has a dedicated 10" mainline. The outlet pressure is variable but is typically around 100 to 110 psi.
20. The City recently installed a fertigation system. The City will provide information about the system and the potential fertilizers and pH adjusters that can be applied via the irrigation system to the Consultant after a Notice to Proceed has been issued.
21. The City has tested the irrigation water in the past. It is anticipated that the irrigation water will be tested again in the near future. This information can be made available to the Consultant after a Notice to Proceed has been issued.
22. Only a small percent of the water received and treated at the wastewater treatment plant is currently brought through the final treatment process and is suitable for irrigation purposes. Therefore, even in the case of a drought and a reduction in the amount of wastewater sent to the plant it is likely that the total amount of irrigation quality water produced would remain about the same.

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23. The Limit of Work Exhibit for this RFP shows a total of six football fields with five football fields included in the limits of Phase IV. The City is opting for quality of fields over quantity of fields. First, as previously stated, the PG&E easement restricts the placement of sports lighting. Second, the existing temporary fields are located too close together and this has caused some confusion as players sometimes hear whistles from adjacent fields. Therefore the goal is to space fields sufficiently so adjacent games do not interfere with each other. It is anticipated that the factors listed above may limit the number of fields to five total.
24. CSI format specifications will be acceptable for this project.
25. The total site area at buildout is approximately 188 acres. The total Phase IV site area is approximately 25.5 acres.

---

NOTE: All Proposers submitting a Fee Proposal for this work shall denote in their submittal and on the outside of the submittal envelope that they have received **ADDENDUM NO. 2**.

---

Addendum approved by:

Navdip Grewal  
Civil Engineer IV– Design Engineering



# BAKERSFIELD

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Addendum No. 3

Page 1 of 1

Project: **Master Plan Update and Design Services for Kaiser Permanente Sports Village Phase IV**

Project Number: P0K234

Interview Date: October 30, 2019

Today's Date: October 25, 2019

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### NOTICE TO ALL PROPOSERS SUBMITTING ON THIS WORK

You are hereby notified of the following changes and/or additions to the Request for Fee Proposal documents for the above referenced project. Such changes and/or additions are hereby made a part of that document and shall take precedence over anything to the contrary therein.

---

#### CLARIFICATIONS:

1. It is anticipated that a combination of as-built drawings and CAD files supplied by the City will be sufficient to represent the existing park areas with an acceptable degree of accuracy for the purpose of updating the Master Plan. As built drawings are available as hard copies and not in electronic/digital format. Available CAD files represent the three project phases at the time of public bid but do not include field changes made during construction.

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NOTE: All Proposers submitting a Fee Proposal for this work shall denote in their submittal and on the outside of the submittal envelope that they have received **ADDENDUM NO. 3**.

---

Addendum approved by:

Navdip Grewal  
Civil Engineer IV – Design Engineering

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# EXHIBIT B



VERDE DESIGN

October 30, 2019

City of Bakersfield  
Public Works Department  
Second Floor, City Hall Annex  
1501 Truxtun Avenue  
Bakersfield, CA 93301  
Attn: Navdip Grewal, Civil Engineer IV

**SUBJECT: REQUEST FOR QUALIFICATIONS (RFQ) FOR MASTER PLAN UPDATE AND DESIGN SERVICES FOR KAISER PERMANENTE SPORTS VILLAGE PHASE IV**

Dear Mr. Grewal and Members of the Evaluation Committee:

For the proposed Scope of Services that is based on the City of Bakersfield's (City) RFP document, Verde Design respectfully proposes the following not-to-exceed fixed fee as indicated below. This fee is based on the current hourly rate of the office as defined by our attached current Charge Rate Schedule, as well as the anticipated work effort that will be required to successfully complete this project. The fee will be billed as a percentage complete as broken down by the following phases:

INDIVIDUAL PHASES	TOTAL
A. Master Plan Update Preliminary Phase (fixed fee)	\$ 61,783
B. Sports Village Phase IV Preliminary Phase (fixed fee)	\$ 88,477
C. Sports Village Phase IV Design Phase (fixed fee)	\$272,315
D. Sports Village Phase IV Bidding Phase (time-and-materials, not-to-exceed fee)	\$ 19,902
E. Sports Village Phase IV Construction Phase (time-and-materials, not-to-exceed fee)	\$126,749
F. Reimbursable Expenses (time-and-materials, not-to-exceed fee)	\$ 14,825
<b>FEE TOTAL:</b>	<b>\$584,051</b>

OPTIONAL SERVICES	TOTAL
Survey of Phase I-III	\$ 15,880

Thank you again for the opportunity to work with the City of Bakersfield and we look forward to hearing from you. We acknowledge Addendum No. I-III.

Sincerely,  
VERDE DESIGN, INC.

Mark Baginski, RLA, LEED AP, Principal  
951.221.3142 | mark@verdedesigninc.com  
3685 Main Street, Suite 350  
Riverside, CA 92501

# SCOPE OF WORK



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## PROJECT UNDERSTANDING

The scope of work will consist of a two-step approach. The first step will be to revise and update the master plan for the remainder of the City of Bakersfield's (City) park facility, which will provide analysis and modifications for building out the remaining phases and amenities of the facility. The master plan shall also include the portions of the site that have already been constructed so that the updated master plan will depict the complete vision for the site in a seamless and cohesive manner.

The second step is to design Phase IV of the facility, which will consist of five (5) natural turf football fields, field lighting for four (4) of the five (5) fields, fenced prefabricated restroom building and prefabricated concession building (level 2), three (3) parking lots, parking lot lighting, roadway improvements, street lighting, sidewalks/pedestrian routes, passive areas, site lighting and landscape and irrigation improvements. Phase IV will also include the conversion of four existing football fields into soccer fields and the connection of McKee Road to Road 3. All necessary wet and dry utilities for Phase IV improvements will be included as well as but limited to:

- Potable water with drinking fountains, quick coupler valves, fire sprinklers if required and fire hydrants
- Potable water line extension to existing irrigation pump skid as backup water source
- Upsizing approximately 400 linear feet of existing potable water line from 8" to 16" diameter
- Connection and reconnection of necessary water meters
- Reclaimed water line extension to future (third) pond location.
- Electric power, including calculating size and location of new PG&E service site and security lighting.
- Communication systems
- Maxicom capable irrigation control systems
- Sanitary sewer collection system
- Storm water collection and disposal system

- Possible piping system to pump pond water back to wastewater treatment plant percolation ponds in case existing pond reaches overflow stage (the City is considering options of tying into the existing irrigation system to accomplish this)

## SCOPE OF SERVICES

Verde Design proposes to provide the following services in accordance with our above stated understanding of the project. All design work will be developed in AutoCAD:

### STEP ONE - MASTER PLAN UPDATE

#### PRELIMINARY PHASE

##### **1. Project Start-up, Site Investigation and Review of Existing Conceptual Plan**

Verde Design will attend one (1) kick-off meeting with the City to discuss the project intent, scope, budget, and schedule. In addition, we will establish file, administrative, and communication procedures and preferences. We will also review all data pertinent to the project, including site maps, as-built drawings provided by the City, pertinent historical data, City codes, ordinances, and policies that may pertain to the proposed project site or design. A visual inventory of the existing conditions at the site and adjacent off-site impact will also be completed.

##### **2. Master Plan Update**

Verde Design will utilize the existing master plan document, as well as as-built documents from Phases I-III provided by the City to provide an updated master plan for the site. The plan will also include proposed development in Phase IV, as well as the proposed development for the remaining phases through final buildout.

The survey task and preliminary grading plan shown in the Preliminary Design Phase will be used to inform the master plan update. We have also provided an optional survey task that would include Phases I-III so that the updated master plan can be developed more accurately. The initial plan will be a non-colored plan so that the City's

# SCOPE OF WORK



VERDE DESIGN

management team can review it and explore all possible outcomes for future buildout. The final plan will be a colored rendering at a minimum scale of 1" = 150'.

### 3. Irrigation Study

Verde Design will provide an irrigation study that will include the following:

- a. Calculate estimated irrigation water requirements for phase IV and entire Sports Village site at full build out based upon the master plan update. We understand that the City will provide us with the estimated water demand, flow, and scheduling of the existing irrigation systems for the built fields and amenities.
- b. Study of the existing lined pond to determine if it has enough capacity to provide storage of reclaimed water for the purpose of providing irrigation to the Phase IV improvements as well as the existing soccer fields, soccer stadium, and passive areas that were constructed as part of Phase I, Phase II, and Phase III. Comparison between pond storage capacity and cumulative irrigation requirement.
- c. Provide appropriate calculations to determine the necessary size for the third proposed pond in future phasing to store the water required to irrigate the entire site at full build out. We understand that the City will provide us with the estimated storage capacity of the existing two ponds. The City will also provide the minimum water level desired to maintain in the ponds for aesthetic purposes.

## STEP TWO - SPORTS VILLAGE PHASE IV

### PRELIMINARY DESIGN PHASE

#### 4. Review and Coordination

Verde Design will review the environmental document provided by the City and incorporate requirements of that document into the construction documents of Phase IV. We will coordinate all work efforts with appropriate utility companies regarding existing facilities, which may be in

conflict with the proposed developments of this project. We understand that we will not be responsible for the relocation design of existing utilities. We will apply for new utility services, if necessary.

#### 5. Topographic Survey

A topographic design survey will be provided for the Phase IV limit of work area. The resulting mapping will be prepared at a scale of 1" = 40' with 1-foot contours being developed from the processed surface. This survey shall utilize an aerial topographic survey for the base mapping, with ground survey field locations for the joint conditions for those improved areas (e.g. roadways, parking areas, etc.). The location of visible utilities will be ground surveyed. The inverts of accessible storm drain and sanitary sewer manholes will be measured. Easements from a client provided title report will be plotted.

#### *Aerial Survey - Add Alternative Optional Task for Master Plan*

As an optional task if desired we would provide an aerial topographic survey of Phases I-III. The resulting mapping will be prepared at a scale of 1" = 40' with 1-foot contours being developed from the processed surface. Based upon the aerial photograph obtained for this project, the location of the curbs, gutters, sidewalks, fences, retention basin, poles, and those visible utilities discerned from the photography will be plotted. The perimeter boundary and easements from a client provided preliminary title report will be plotted. Specifically excluded is the ground editing of the aerial survey.

#### 6. Geotechnical Investigation

Geotechnical investigation will include 14 subsurface exploratory borings. The borings will be standard hollowstem drill rig to depths varying from 5 to 50 feet below the existing ground surface (bgs) or to refusal, whichever is shallower. Percolation testing will be performed in four (4) borings using falling head methods. The samples will be tested and a report will be provided that will include existing conditions and design recommendations.

# SCOPE OF WORK



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## 7. Preliminary Grading Plan

A preliminary grading plan will be developed for the Phase IV improvements to inform the layout that will be shown in the master plan update. This plan will also provide more accurate costs relative to grading and potential retaining walls in the preliminary cost estimate.

## 8. Prefabricated Restroom/Concessions Building

Verde Design will coordinate with a manufacturer regarding the prefabricated restroom and concessions building. The coordination and design process will begin in the Preliminary Design Phase and will continue through the CD Phase, which includes coordination and plan submittal/approval with the County Health Department. Product elevations, floor plans/plan views, general utility information, roofing info and general sub-base preparation information will be provided by the manufacturer during the design phase.

Structural calculations and full architectural drawings for prefabricated or even pre-engineered buildings are not typically provided until the manufacturer is under contract with either the city or with the successful contractor.

If the City would like full architectural/structural/mechanical/electrical drawings to be submitted during the design phase but would still like the contractor to enter into an agreement with the manufacturer when the project is awarded, there will be an additional fee to have the manufacturer provide said drawings. The fee for these drawings would then be deducted from the price of the building when/if ordered. As a result, fees for full architectural/plumbing/electrical/structural drawings are not included in our scope of work at this time.

## 9. Estimate of Probable Construction Cost

A preliminary estimate of probable construction cost prepared in MS Excel will be prepared based upon the preliminary master plan update for Phase IV. A detailed, line item estimate will be prepared for use as a guide for the determination of future items to be constructed. Once final construction drawings are prepared based upon the final approved master plan, the estimate of probable construction cost will be updated. The estimates will be

reviewed with the project development team modifications will be made as recommended.

## FINAL DESIGN PHASE

### 10. Review and Coordination

Verde Design will prepare final plans, specifications and estimates that will be submitted for review and approval at 50%, 95% levels of completion, which will include the following:

#### a) Demolition Plan

The demolition plan will identify items that are to be protected in place or relocated as well as items that must be removed and disposed of off-site. We will coordinate with City staff regarding these existing conditions as we develop the plans.

#### b. Site Amenity Plan

We will provide a site plan for the proposed items of construction. This plan will designate features of the proposed project as noted in our understanding that will include placement, detail references and construction details, material and manufacturer call-outs, general construction notes, and specific elements of the overall design, which are necessary for the proper construction of proposed items.

#### c. Precise Grading / Horizontal Control Plan

Precise grading and horizontal control plans reflecting building locations, finished grading around field areas, buildings and within paved pedestrian areas, and parking areas, horizontal control/signing and striping, curbs, gutters, area drains, hardscape, building finished floors and pad elevations, construction notes, quantities and construction details.

#### d. Erosion Control Plan

Erosion control plans for the project following the requirements of the State Water Resources Control Board's general construction activity storm water permit which can be used by the Contractor as the basis for their application of the required SWPPP construction stage dust and erosion control for the project.

# SCOPE OF WORK



## **e. On-site Utility Improvement Plans**

Engineered utility plans, at an appropriate scale, for domestic water, sewer, and gas from a point of connection to existing service mains directly adjacent to the project. This scope assumes that the existing off-site and/or on-site water, sewer, and gas systems have adequate capacity for the site development and that analysis or upgrades are not included in this proposal. Additional design to increase the capacity of the off-site utilities beyond the closest points of connections, including fire flows, are considered outside this scope.

Included is the proposed upgrading of 400' of 8" potable water pipe to 16", the extension of the reclaimed water line to the future lake and the proposed return pipeline to the sewage treatment facility.

## **f. Storm Water Management Plan**

Standard Urban Storm Water Mitigation Plan (SUSMP) that will address permanent stormwater quality measures to be implemented as part of the project construction. Best management practices would be implemented to ensure compliance with any MS4 permit requirements.

## **g. Street Improvement Plans**

Street improvement plans for curb, gutter, and sidewalk improvements, which includes the extension of McKee Road into the park to meet the extension of Road 3 within the project.

## **h. Electrical Engineering Plans**

The electrical plans will provide complete electrical and lighting plans for security lighting, parking lot lighting and sports lighting. We understand that new electrical service is also needed for Phase IV improvements. Plans will include photometric lighting calculations.

## **i. Planting Plans**

The planting plan will indicate location of proposed, palms, shrubs, ground cover and natural grass. A planting legend will denote symbols, botanical and common names, size, quantities, and remarks. Planting notes and details will also be included. Water conservation and

sustainability are integral to our design process therefore we will select plant species that are drought tolerant and appropriate for the project location. WUCOLS water use classifications and grouping for all plant material.

## **j. Irrigation Plans**

The final irrigation plans will provide the necessary information for a complete and fully automatic irrigation system. The plans will indicate the proposed and/or existing point of connection based upon agency information and requirements, existing or proposed backflow prevention and pressure regulation (as necessary), and equipment size and type in the irrigation legend. "Smart" Water Application Technologies (SWAT) will be utilized. Flow monitors and moisture sensors will be implemented.

The new system will be designed to be compliant with existing Rainbird Maxicom Systems. We understand that reclaimed water will be used on site and that water will be pumped from on-site collection ponds using existing pump systems. The irrigation system design will comply with the State of California's water ordinance and will include the following information:

- Water usage calculations (MAWA and ETWU)
- Water efficient landscape worksheet and hydro-zone table for each remote-control valve (water use category, area served in s.f., controller number, valve size and flow)
- Verde Design will take soil samples from the site and submit them to a local soil lab to obtain a horticultural soils report (agronomic data)
- Irrigation run time schedule based on soil type, solar exposure, and slopes
- Use of ET based controller and a weather station utilizing rain and wind sensors
- Statement note will be added regarding ordinance
- WUCOLS water use classifications for all plant material

## **k. Project Specifications and Bid Schedule**

Final technical specifications will be prepared in Word in the desired format for the proposed park development.

# SCOPE OF WORK



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Specifications will include project description, bid schedule, bid item descriptions, payment methods, special provisions, technical specifications, and detail sheets within the appendix. We assume that the City will provide the boiler plate information for special provisions/General conditions etc.

## ***I. Project Meetings***

Bi-weekly meetings throughout the design process are requested as part of the RFP therefore we have budgeted accordingly for an 8-month design process according to the project time schedule. We understand that conference calls and/or web-based screen sharing meetings are acceptable but that some meetings at the City offices or on-site will be necessary. We have assumed 16 meetings based on the bi-monthly requirement with five (5) meetings being in person or on-site.

## **BIDDING PHASE**

### **11. Bid Support**

The Verde Design team will assist the City with:

- a. Responding to bid RFI submitted by potential bidders.
- b. Preparation of clarifications and bid addendum documents. We understand that the City will prepare the actual addendum to be issued.
- c. Review of any potential bids, substitution requests or other assistance during the bidding phase.

## **CONSTRUCTION PHASE**

### **12. Construction Support**

- a. Attend the pre-construction meeting with the City and contractor.
- b. Review and respond to RFIs, submittals, shop drawings, and schedules required to be submitted by the contractor for conformance with the design plans and specifications.
- c. Provide on-site consulting services including bi-weekly construction site meetings. It is difficult to know exactly what level of effort will be needed/requested or if

the construction period will be prolonged beyond our control. The fees for this task are an estimate, are shown for budgetary purposes and will be billed on a Time and Materials basis. We have assumed a construction period of 9 months with bi-weekly meetings as noted in the RFP.

d. We will review and investigate contractor change orders and submit background information to the city to assist with decision making. If necessary, we will assist with the preparation of drawings and documents for approval.

e. We will provide observation reports including progress and final construction site walks with punch lists noting action items for the contractor. We understand that the City will handle the day to day construction management process and special inspections coordination.

f. Verde Design will coordinate with the contractor to review their as-built construction notes and will share them with all members of our design team as necessary so that accuracy can be confirmed. We will update final as-built record drawings and provide sets in hard copy, PDF and CAD files.

## **EXCLUSIONS**

Without attempting to be all-inclusive and for purposes of clarity, the following items are specifically not included in the Scope of Services:

- Meetings other than those listed
- Work outside the identified project area
- Traffic Studies
- Preparation of SWPPP; rain response monitoring, Annual Reports, SWPPP Updates and Change of Information (COI)/Notice of Termination (NOT) not included, and provided under separate authorization
- Task items not specifically noted



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**Verde Design, Inc.**  
**Charge Rate Schedule**  
Effective until December 31, 2020

The following chart outlines the current charge rate for professional and office costs. Reimbursable rates and expenses are shown at the bottom.

**Project Rates**

Principal	\$235.00 per hour
Project Manager/Construction Manager	
Level Four	\$220.00 per hour
Level Three	\$200.00 per hour
Level Two	\$170.00 per hour
Level One	\$155.00 per hour
IT Manager	\$170.00 per hour
CAD Manager	\$165.00 per hour
Project Designer	\$145.00 per hour
Job Captain/Staff Engineer/Construction Administrator	\$140.00 per hour
Draftsperson Level II	\$125.00 per hour
Draftsperson Level I	\$120.00 per hour
Project Administrator	\$80.00 per hour
Intern	\$70.00 per hour

**Reimbursable Rates**

Blueprints, Printing and Reproductions	Cost plus 10%
Sub Consultant Services	Cost plus 10%

**Reimbursable Expenses**

Blueprints and Reproductions	Travel Expenses
Photography	Parking and Toll Expenses
Models and Renderings	Permit Fees
Postage/Overnight Mail Service	Courier Delivery Service



# BAKERSFIELD

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Addendum No. 1

Page 1 of 2

Project: **Master Plan Update and Design Services for Kaiser Permanente Sports Village Phase IV**

Project Number: P0K234

Interview Date: October 30, 2019

Today's Date: October 17, 2019

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## NOTICE TO ALL PROPOSERS SUBMITTING ON THIS WORK

You are hereby notified of the following changes and/or additions to the Request for Fee Proposal documents for the above referenced project. Such changes and/or additions are hereby made a part of that document and shall take precedence over anything to the contrary therein.

---

### CLARIFICATIONS:

1. Each firm is to submit their fee proposal in a sealed envelope at the beginning of their scheduled interview on Wednesday, October 30, 2019.
2. The RFP cover letter states that "each firm is required to have in attendance at their interview the key personnel who will be working on the project." The reason for this requirement is to allow each proposing team the opportunity to best represent their qualifications and experience. The City understands that prior commitments may prevent some personnel from attending the interview. Having a missing team member will not "disqualify" a Proposer; however, the proposing team shall demonstrate through the presentation and interview their qualifications and ability to meet the requirements of the project.
3. The total anticipated Construction Budget for the Kaiser Permanente Sports Village Phase IV project is \$8 million. This is inclusive of the National Park Service grant awarded to the City.
4. The Consultant shall be responsible for all necessary geotechnical services.
5. The restroom building and concession building are to be prefabricated. The Phase III restroom was supplied by Public Restroom Company. It is anticipated that a suitable product for the restroom building and concession building could be supplied by Public Restroom Company or other approved equal company.
6. Design of the Community Center building is not part of the scope of work for this RFP. Consultants are required to include placement of the Community Center building as part of the Master Plan Update. The City is considering locating the Community Center closer to Taft Highway. Final programming of the Community Center building has not been determined; however, the City will supply the Consultant with an approximate building footprint size for use in the Master Plan prior to issuing the "Notice to Proceed".
7. The existing irrigation pump skid is maxed out but has enough capacity to irrigate Phases I – IV.
8. The new sports lighting, site lighting, and other Phase IV electrical requirements will need to be fed from a new PG&E service because the existing switch gear is maxed out. Consultant shall be responsible for calculating the size and location of the new electrical service and all other Phase IV electrical design. In addition to supplying power for the proposed Phase IV limit of work the new electrical service shall be designed with approximately 25% spare capacity.

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Public Works Department  
1501 Truxtun Avenue, Bakersfield, CA 93301  
661-326-3724 FAX: 661-852-2120





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9. Each football field should include an electronic scoreboard (unless restricted by the PG&E easement).
10. The City would like to include a place for low portable bleachers (five rows or less, seating capacity T.B.D.) at the football fields.

---

NOTE: All Proposers submitting a Fee Proposal for this work shall denote in their submittal and on the outside of the submittal envelope that they have received **ADDENDUM NO. 1.**

---

Addendum approved by:

Navdip Grewal  
Civil Engineer IV– Design Engineering





# BAKERSFIELD

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Addendum No. 2

Page 1 of 4

Project: **Master Plan Update and Design Services for Kaiser Permanente Sports Village Phase IV**

Project Number: P0K234

Interview Date: October 30, 2019

Today's Date: October 23, 2019

---

## **NOTICE TO ALL PROPOSERS SUBMITTING ON THIS WORK**

You are hereby notified of the following changes and/or additions to the Request for Fee Proposal documents for the above referenced project. Such changes and/or additions are hereby made a part of that document and shall take precedence over anything to the contrary therein.

---

**The deadline for submitting questions to this RFP is Thursday, October 24, 2019 at 4pm.**

### **CLARIFICATIONS:**

1. The Consultant shall be responsible for working with the City to establish the necessary requirements for the restroom building and the concession building. The Consultant will coordinate these requirements with a qualified manufacturer such as Public Restroom Company or approved equal to put together an acceptable design. The manufacturer will be responsible for all architectural, engineering, and mechanical design.
2. The Consultant will not be responsible to produce plans and specifications for either the manufacturer to build or for the Contractor to bid.
3. The Concessions building shall be a Level 2 facility with regards to the types of food sold.
4. The two buildings will be located in close proximity and will need to match each other functionally and aesthetically; therefore, the buildings should be sourced from the same manufacturer.
5. The Consultant shall be responsible for designing all utility connections for the prefabricated buildings.
6. The Consultant shall be responsible for designing the grading, compaction specifications, and hardscape around the building including all ADA requirements.
7. The Consultant shall be responsible for designing the remaining area around the restroom and concession buildings and inside the current stadium fence including but not limited to:
  - a. Fences and gates as necessary to provide access to buildings from both the East (stadium) and West (future football field) sides.
  - b. Gated entrance from North parking lot into the Stadium.
  - c. Attractive "plaza like" design for space between building and existing improvements including landscape, hardscape, lighting and potentially seat walls and/or planters.
  - d. Any necessary ramps, steps, railings or other elements as required by the topography of the site and ADA requirements.

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8. The goal for the Kaiser Permanente Sports Village is a unified and seamless park such that when it is fully constructed the various “phases” would look and feel as though they were constructed as “one project” with the various park systems and elements working together. Therefore, whenever possible, the Consultant’s design shall match the existing manner of construction, materials, manufacturer, colors, finishes, and existing themes for all landscape, irrigation, building, lighting, and drainage materials.
  - a. The sports lighting shall be Musco LED lighting (to match stadium) or approved equal and incorporate manufacturer’s construction details.
  - b. Athletic fields shall be crowned to drain with drainage swales and drain inlets located outside the field of play used as necessary to transport runoff water back to the irrigation ponds. In addition to storm drains, Phase I and Phase II utilized bio-swales which should be replicated in Phase IV if deemed appropriate by the City. Bio-swale details used in Phase I and II will be made available to the consultant.
  - c. Subsurface drainage was not used for the existing fields. Phase IV field preparation shall incorporate recommendations from the required Phase IV agronomist soil report. Prior reports can also be provided to the Consultant for reference.
  - d. Phase IV signage is expected to be minimal. Any new signs are to match existing signs.
  - e. All of the City’s standard details are available at:  
[https://bakersfieldcity.us/gov/depts/public\\_works/engineering/subdivision\\_n\\_engineering\\_design\\_manual.htm](https://bakersfieldcity.us/gov/depts/public_works/engineering/subdivision_n_engineering_design_manual.htm). The “proposed” and/or recently adopted standards shall be those incorporated as needed.
  - f. The City is also able to provide specifications for the planting of sod and solons (only sod is anticipated), and for the landscape maintenance period. The City will provide as-built plans (from existing phases) to the Consultant once the notice to proceed has been issued. The City cannot guarantee the availability or accuracy of the as-built plans but will supply them when available for reference.
  - g. Plans and specifications produced by prior consultants shall be available for reference only.
9. For the purpose of updating the Master Plan, Consultant is not required to survey all of the already constructed park areas, however, Master Plan update should depict all significant changes to the site including but not limited to the actual location of the McKee Road to Road 3 extension/ connection, actual stadium design, actual lake configurations, and the various design modifications made during Phase I through Phase III.
10. The Consultant shall be responsible for all necessary design work for complete PS&E for the McKee Road to Road 3 extension/ connection including but not limited to all utility design, grading, compaction, drainage, and street lighting etc. This design will not require a separate plan submittal package, but will be part of the overall Phase IV design package.
  - a. Consultant shall be responsible for design modifications to the existing slope between the existing football fields and the wastewater treatment plant fence which will include landscape and irrigation design and may include slope stabilization and/or possible retaining walls.
  - b. Consultant shall be responsible for the interface between the existing football fields (future soccer fields) turf and the paving, curb, gutter, and sidewalk of the McKee Road extension. This interface may require grading, drainage, electrical, irrigation, and turf design modifications.
  - c. Consultant should assume that the existing football goalposts will not be available for reuse in Phase IV.
  - d. Consultant is not responsible for recommendations for renovations to existing turf within the sports fields.



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11. The City intends to convert the existing football fields to soccer fields and will self-perform the necessary tasks such as removing football goalposts and striping fields.
12. There are existing City sewer lines below Play Fair Drive which service existing restrooms and shall be extended to service the Phase IV improvements. The site will not utilize any septic tanks or leach fields.
13. At this time there are no State regulatory agencies that are anticipated to review the plans.
14. At this time the National Park Service's Federal Land and Water Conservation Fund Grant Program is the only federal agency anticipated to be involved with reviewing for compliance to the grant. The City has not received the final requirements for the grant, but we anticipate the consultant involvement will be minimal. The City will take the lead on the reporting, but the consultant may have to provide some information that the City may not have expertise on. We anticipate this to be very low level reporting usually on a quarterly basis. The City is not applying for any other grants for the Phase IV scope of work.
15. The \$8 million dollar budget is to include the total construction cost inclusive of inspections, fees, and contingencies.
16. Design milestones for the project shall include deliverables for plan check review at 30%, 60%, and 90% as well as final signed PS&E for public bid. The Consultant shall submit a project design schedule to the City at the design kickoff meeting. See section 6 of the RFP for additional information.
17. The park is irrigated with reclaimed water from the City's wastewater treatment plant located just to the north of the park. The reclaimed water from the plant also fills the two existing ponds and will be used for the third future pond. The scope of work includes the extension of a domestic water line with a fire hydrant or suitable air gap (to eliminate cross connection) to the existing irrigation pond or wet well for the purpose of supplying a backup supply of water for irrigation in the event that recycled water production was interrupted temporarily. The final water delivery method will need to meet all governing codes and may be subject to governing agency review.
18. Whenever they are available, the City will provide as-builts from previous phases as well as other pertinent information such as sprinkler run times and schedules for calculating the estimated irrigation water usage and supply. The City cannot guarantee the availability of all such material but is willing to work with the Consultant in obtaining the necessary information from the existing phases for calculating water usage. The Consultant shall be responsible for calculating the amount of water required for Phase IV.
19. The existing pump skid has three irrigation pumps capable of producing 750 gpm each. The skid also has a 5 HP maintenance pump. Phases I and II share a 10" mainline. Phase III has a dedicated 10" mainline. The outlet pressure is variable but is typically around 100 to 110 psi.
20. The City recently installed a fertigation system. The City will provide information about the system and the potential fertilizers and pH adjusters that can be applied via the irrigation system to the Consultant after a Notice to Proceed has been issued.
21. The City has tested the irrigation water in the past. It is anticipated that the irrigation water will be tested again in the near future. This information can be made available to the Consultant after a Notice to Proceed has been issued.
22. Only a small percent of the water received and treated at the wastewater treatment plant is currently brought through the final treatment process and is suitable for irrigation purposes. Therefore, even in the case of a drought and a reduction in the amount of wastewater sent to the plant it is likely that the total amount of irrigation quality water produced would remain about the same.

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23. The Limit of Work Exhibit for this RFP shows a total of six football fields with five football fields included in the limits of Phase IV. The City is opting for quality of fields over quantity of fields. First, as previously stated, the PG&E easement restricts the placement of sports lighting. Second, the existing temporary fields are located too close together and this has caused some confusion as players sometimes hear whistles from adjacent fields. Therefore the goal is to space fields sufficiently so adjacent games do not interfere with each other. It is anticipated that the factors listed above may limit the number of fields to five total.
24. CSI format specifications will be acceptable for this project.
25. The total site area at buildout is approximately 188 acres. The total Phase IV site area is approximately 25.5 acres.

---

NOTE: All Proposers submitting a Fee Proposal for this work shall denote in their submittal and on the outside of the submittal envelope that they have received **ADDENDUM NO. 2**.

---

Addendum approved by:

Navdip Grewal  
Civil Engineer IV– Design Engineering



# BAKERSFIELD

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Addendum No. 3

Page 1 of 1

Project: **Master Plan Update and Design Services for Kaiser Permanente Sports Village Phase IV**

Project Number: P0K234

Interview Date: October 30, 2019

Today's Date: October 25, 2019

---

### NOTICE TO ALL PROPOSERS SUBMITTING ON THIS WORK

You are hereby notified of the following changes and/or additions to the Request for Fee Proposal documents for the above referenced project. Such changes and/or additions are hereby made a part of that document and shall take precedence over anything to the contrary therein.

---

### CLARIFICATIONS:

1. It is anticipated that a combination of as-built drawings and CAD files supplied by the City will be sufficient to represent the existing park areas with an acceptable degree of accuracy for the purpose of updating the Master Plan. As built drawings are available as hard copies and not in electronic/digital format. Available CAD files represent the three project phases at the time of public bid but do not include field changes made during construction.

---

NOTE: All Proposers submitting a Fee Proposal for this work shall denote in their submittal and on the outside of the submittal envelope that they have received **ADDENDUM NO. 3**.

---

Addendum approved by:

Navdip Grewal  
Civil Engineer IV – Design Engineering

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# ADMINISTRATIVE REPORT

**MEETING DATE:** 11/20/2019

New Business 13. a.

**TO:** Honorable Mayor and City Council  
**FROM:** Randy McKeegan, Finance Director  
**DATE:** 11/4/2019  
**WARD:**  
**SUBJECT:** Wastewater Revenue Refunding Bonds

1. Approve plan directing staff to move forward with refinancing of Wastewater Revenue Refunding Bonds, Series 2015A.
2. Agreement with Kutak Rock LLP in the amount of \$100,000 for Special Bond Counsel services associated with financial planning for the proposed tax-exempt forward refunding of Wastewater Revenue Refunding Bonds.
3. Amend agreement with Nixon Peabody, LLP for Disclosure Counsel services adding the Wastewater Revenue Refunding Bonds to existing contract for a total not to exceed amount of \$90,000.

---

## STAFF RECOMMENDATION:

Staff recommends approval of action plan and of the related agreements.

## BACKGROUND:

The City has reviewed the potential cost savings of refinancing opportunities of existing debt obligations in the City Wastewater Enterprise. This takes advantage of historic low interest rates and would recognize significant cost savings over time for the citizens of Bakersfield. The refinancing relates to a bond originally issued in 2007 in the amount of \$234 million (Series A for \$190 million and Series B for \$44 million) to fund the expansion and upgrade of Sewer Plant #3. A portion of this issuance was subsequently refunded in September 2015, refinancing an aggregate principal amount of \$145.5 million. It should be noted that sufficient reserves have been available since the bonds had been issued in 2007 and have been used to allow the early payoff of a significant portion of the debt (originally Series B - \$43.7 million).

The 2015 refunding bond contains an optional redemption clause allowing the City to call \$25 million prior to maturity on September 15, 2020. This clause was included with the anticipation of sufficient reserves being available to pay some, if not all, of these callable bonds. While reserves cannot be used to cover the full \$25 million, \$12 million is available to call a portion, leaving \$13 million available to refinance. Given the current low rates in the market for this type of

debt, the City estimates a savings of over \$10 million (\$5.3 million Net Present Value) through the remaining life of the bonds by conducting what is called a forward refunding. This refinancing would not add any new money to the debt obligation and would not extend the term of the debt.

**Action Plan** - There are several steps involved in any refinancing process. The first step is to ask Council to authorize staff to proceed with the refinancing plan laid out in tonight's presentation and engage necessary professional services. The next step is to approve agreements with the City's bond counsel and disclosure counsel, both necessary to move forward and complete the refunding.

City staff has determined that it is in the Wastewater Enterprise's best interest to proceed with using \$12 million in reserves to call a portion of the 2015 Bonds and proceed with a tax-exempt forward refunding of the remaining portion of the callable Series 2015A Bonds by issuing its City of Bakersfield Wastewater Refunding Revenue Bonds, Series 2020A. This action is allowed under Section 33.3 of the City Charter, Chapter 3.55 of the City Municipal Code and the provisions in Title 5, Division 2, Part 1, Chapter 3 of Articles 10 and 11 of the California Government Code. The 2020 Bonds will be secured by a pledge of and payable from "Net Revenues", which consist of certain revenues of the Wastewater System less operations and maintenance costs, similar to the 2015 Refunded Bonds. The 2020 Bonds will be on parity with the outstanding 2015 Water Bonds. It is anticipated that these actions will produce an average annual reduction in debt payments of \$1,706,678 (\$730,556 annually in first ten years) based on current market conditions, subject to change.

The first proposed agreement engages Kutak Rock to serve as bond counsel to the City in connection with the proposed tax-exempt forward refunding of the 2015 Wastewater Revenue Bonds. Kutak Rock also assisted the City with the original Wastewater Revenue bonds in 2007 and with the refunding in 2015, along with refunding of the Arena bonds in 2006.

The second agreement is an amendment to the existing contract with the City's disclosure counsel adding the services necessary for the proposed refunding. Nixon Peabody has served as the City's disclosure counsel on other bond related matters including the 2017 Water Bond issue and continuing disclosure services on all other bond issuances for the City of Bakersfield.

The Council will have the opportunity to review the specific bond documents and approve the debt transaction at a future Council meeting; probably in January 2020.

**ATTACHMENTS:**

Description	Type
☐ Wastewater Refunding	Presentation
☐ Kutak Rock Agreement	Agreement
☐ Nixon Peabody Agreement	Agreement



# **BAKERSFIELD**

**2020 WASTEWATER REFUNDING  
NOVEMBER 20, 2019**

# WASTEWATER BONDS OVERVIEW

- ❖ In 2007 Bonds issued for Wastewater Plant #3
  - ❖ \$234 Million (Series A & B)
- ❖ 2015 Bonds Refunded 2007 Bond - Series A
  - ❖ \$145.5 Million
  - ❖ Optional Redemption of \$25 Million
    - ❖ September 2020
    - ❖ Differs from “Advanced Refunding”

## WASTEWATER REFUNDING OPTIONS

- ❖ The long term interest rates (yields) on our existing debt are in the 3.9% to 4.1% range
- ❖ Current long term market yields in today's market are in the 2.6% range
- ❖ Lower rates will reduce City's annual debt service costs by about \$600,000 per year for the next 11 years
  - ❖ Years 12-14 have reduced debt service by average of \$4.9 million a year
- ❖ Anticipated present value savings over the life of the bond is estimated at about \$5.3 million



# WASTEWATER REFUNDING COMPARISON

## CITY OF BAKERSFIELD WASTEWATER REVENUE BONDS REFUNDING

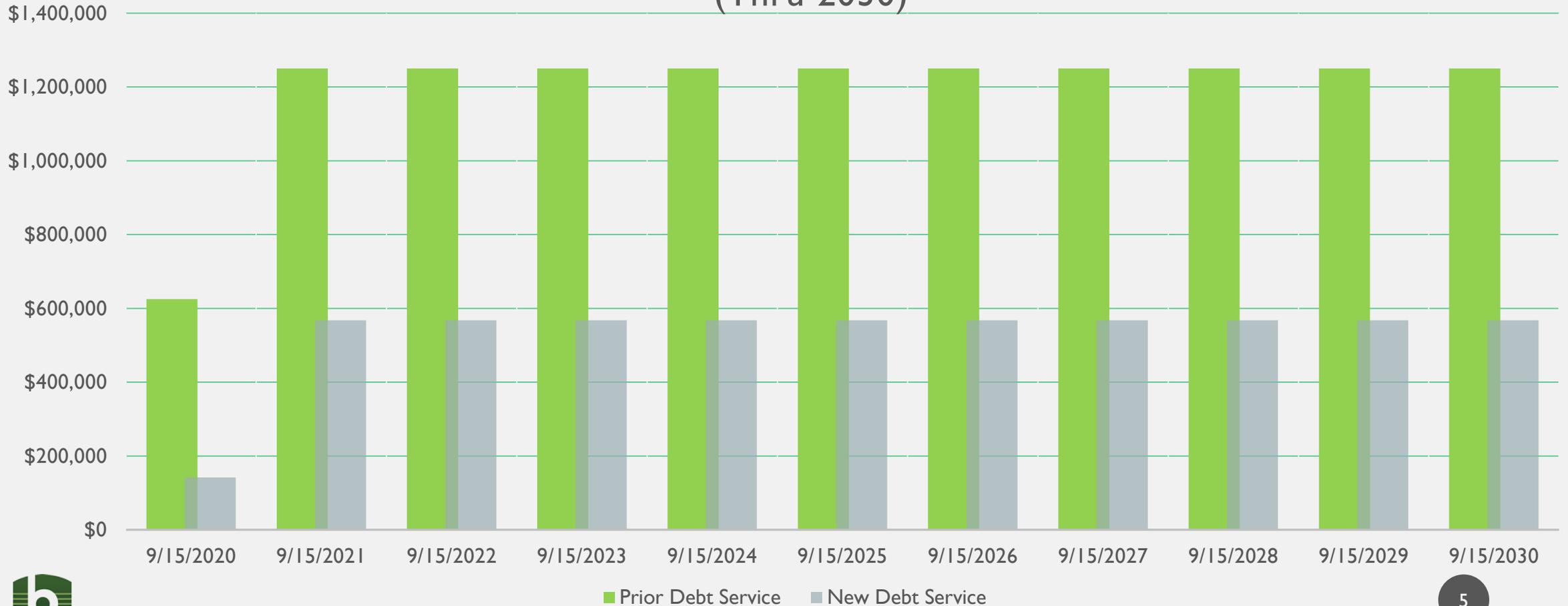
INDIVIDUAL STATISTICS	ORIGINAL 2015 BOND	2020 REFUNDING BOND
PAR AMOUNT	\$ 25,000,000	\$ 11,355,000
TRUE INTEREST COST	3.12%	2.94%
GROSS DEBT SERVICE		\$ 18,148,188
PRESENT VALUE SAVINGS		\$ 17,295,192
PV SAVINGS AS % OF PAR		21.18%

*\*(based on current market conditions)*



# DEBT SERVICE COMPARISON

## 2020 Wastewater Refunding (Thru 2030)



# WASTEWATER REFUNDING SUMMARY



## ❖ November 20, 2019

- ❖ Approve Refunding Plan of \$25,000,000
- ❖ Approve agreements for Bond Counsel and Disclosure Counsel (total \$150,000)

## ❖ January 2020

- ❖ Council review and approval of bond documents

## ❖ June 2020

- ❖ Bond Settlement Date



October 25, 2019

Virginia Gennaro, Esq.  
City Attorney  
City of Bakersfield  
1600 Truxtun Avenue, 4<sup>th</sup> Floor  
Bakersfield, California 93301

Re: Engagement Letter for the Tax-Exempt Forward Refunding of a Portion of the  
Outstanding City of Bakersfield Wastewater Revenue Refunding Bonds,  
Series 2015A

Dear Ms. Gennaro:

We are pleased to submit this letter for our engagement to serve as bond counsel to the City of Bakersfield (the “City”) in connection with the proposed tax-exempt forward refunding for the above-referenced Wastewater Revenue Refunding Bonds, Series 2015A (the “Series 2015A Bonds”). Our goal is to provide our clients with responsive, high quality and cost-effective legal services. We are pleased to be of assistance to you in this matter and believe it is important to briefly set forth some of the important aspects of our attorney-client relationship. Accordingly, the purpose of this letter is to serve as our engagement agreement (the “Engagement Agreement”).

We understand that the Series 2015 A Bonds were previously issued for the purpose of re-financing a portion of the expansion of the City’s wastewater treatment plant from a capacity of 16 MGD to 32 MGD and related improvements, which were originally financed, in part, with the proceeds of the City’s Wastewater Revenue Bonds, Series 2007A (the “Project”), and that the Series 2015A Bonds were secured by a pledge of the Net Revenues from the City’s municipal wastewater system. The Series 2015A Bonds were issued pursuant to the terms of a resolution and a master indenture and a supplemental indenture each entered into by and between the City and the Trustee (collectively, the “Indentures”). The City has determined that it is in their best interest to proceed with a tax-exempt forward refunding of a portion of the outstanding Series 2015A Bonds by issuing its City of Bakersfield Wastewater Refunding Revenue Bonds, Series 2020A (the “Series 2020A Bonds”).

## SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties:

1. Prepare the necessary notices of redemption and defeasance of the Series 2015A Bonds that must be delivered to bondholders, the trustee and the rating agencies.
2. Draft the resolution approving the redemption and defeasance of the Series 2015A Bonds and the issuance of the Series 2020A Bonds.
3. Draft the supplemental indenture, escrow agreement and tax compliance certificate and the other documents necessary and appropriate for the financing.
4. Negotiate and comment on the Forward Delivery Purchase Contract.
5. Prepare and review additional documents necessary or appropriate for the actions described in subparagraphs 1-4.
6. Review those sections of the preliminary and final official statements for the Series 2020A Bonds and necessary supplements thereto (the "Official Statement") or other form of offering or disclosure document to be disseminated in connection with the issuance of the Series 2020A Bonds, the security provisions for the Series 2020A Bonds and certain tax matters. We will also prepare a summary of the legal documents entered into by the City for inclusion in the Official Statement relating to the execution and delivery of the Series 2020A Bonds. We understand that another law firm will act as disclosure counsel to the City and will deliver an opinion regarding the accuracy and completeness of information concerning the City, the wastewater enterprise and the Project in the Official Statement.
7. Prepare the necessary documents required to be delivered on the respective closing date and settlement date required for a forward delivery financing.
8. Prepare and deliver to the City a complete transcript of the documents and certificates executed in connection with this transaction.
9. Perform tax due diligence necessary to deliver the opinions required of bond counsel in connection with this transaction.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties as bond counsel do not include:

- (a) Except as described in paragraph (6) above, assisting in the preparation or review of the Official Statement or any other disclosure documents with respect to the

# KUTAKROCK

Virginia Gennaro, Esq.

October 25, 2019

Page 3

Series 2020A Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the Official Statements or other disclosure documents do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they are made, not misleading.

(b) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.

(c) Preparing blue sky or investment surveys with respect to the Series 2020A Bonds.

(d) Drafting state constitutional or legislative amendments.

(e) Pursuing test cases or other litigation.

(f) Making an investigation or expressing any view as to the creditworthiness of the City, any credit enhancement provider, or the Series 2020A Bonds.

(g) Assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Series 2020A Bonds or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

(h) Representing the City in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.

(i) After Closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that interest paid with respect to the Series 2020A Bonds will continue to be excludable from gross income of the bondholders for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Series 2020A Bonds).

(j) Handling any real estate aspects, if any, for the Project.

(k) Preparing any amendments or taking any actions related to the Series 2020A Bonds.

(l) Addressing any other matter not specifically set forth above that is not required to render our opinions related to this transaction.

# KUTAKROCK

Virginia Gennaro, Esq.

October 25, 2019

Page 4

## FEES

The City will be responsible for paying our legal fees. Our legal fees for services rendered as bond counsel will be billed to the City upon the closing related to the issuance of the Series 2020A Bonds. Our total legal fees for the services described above are estimated to be \$100,000.

We will also bill the City for all of our reasonable out-of-pocket expenses for photocopying, transcripts, facsimile, airfreight, long-distance telephone calls, travel, hotel expenses and other similar costs.

In the event that the scope of this engagement changes substantially or extraordinary matters occur which are not presently contemplated, we will seek a mutual agreement with you as to the revised nature of our services and the charges therefor. For example, our fee estimate would change should the City decide to (i) issue a new series of revenue bonds to finance new wastewater system improvements, or (ii) make substantial amendments to the existing indentures to change covenant requirements. If this engagement will require the firm to deliver legal opinions not contemplated as of the date of this Engagement Agreement, an additional charge for the delivery of such opinions will be charged to you as reasonably determined by the firm on a case-by-case basis.

## RECORDS

Papers and property furnished by you to us will be returned promptly upon request. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of our engagement.

## INDEPENDENT CONTRACTOR

The parties intend that in performing the services specified herein, Kutak Rock LLP shall act as an independent contractor, having control of the work and the manner in which it is performed. We are not to be considered an agent or employee of the City and we are not entitled to participate in any employee benefits that the City may provide for its employees. We are responsible for compliance with the payment of employer-related taxes, business licenses and insurance on our own behalf and for our employees, including, but not limited to, federal and state income taxes, federal and state unemployment insurance, workers compensation insurance, adequate property damage and personal liability insurance and Social Security (FICA) taxes.

## NON-ASSIGNABILITY

This Engagement Agreement shall not be assignable by either party without the prior written consent of the other party.

# KUTAKROCK

Virginia Gennaro, Esq.  
October 25, 2019  
Page 5

We look forward to working with you on this transaction. Please do not hesitate to contact me if you have any questions. Please execute the enclosed copy of this letter and return it to the firm in the enclosed envelope and keep the other enclosed copy for your files.

With best wishes,

Sincerely yours,

KUTAK ROCK LLP

By   
Michael K. Reppe, Partner

# KUTAKROCK

Virginia Gennaro, Esq.  
October 25, 2019  
Page 6

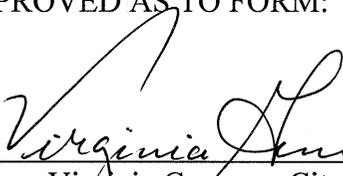
The undersigned acknowledges and accepts the terms and conditions of this Engagement Agreement.

CITY OF BAKERSFIELD

By \_\_\_\_\_  
Name \_\_\_\_\_  
Karen Goh, Mayor

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Virginia Gennaro, City Attorney

COUNTERSIGNED:

By: \_\_\_\_\_  
Randy McKeegan, Finance Director

AGREEMENT NO. \_\_\_\_\_

**AMENDMENT NUMBER ONE (1) TO  
ATTORNEY RETAINER AGREEMENT NO. CA19-009**

**THIS AMENDMENT NUMBER ONE TO AGREEMENT NO. CA19-009** is made and entered into on \_\_\_\_\_, by and between the **CITY OF BAKERSFIELD**, a chartered municipal corporation (referred to herein as "CITY"), and **NIXON PEABODY LLP** (referred to herein as "ATTORNEY").

**R E C I T A L S**

**WHEREAS**, CITY and ATTORNEY entered into Agreement for Legal Services No. CA19-009 on July 17, 2019, for legal services not to exceed \$40,000 in the following matters:

***Continuing Disclosure for Refunding Certificates of Participation  
Convention Center and Arena Bonds Series 2006 A and B;***

***Continuing Disclosure for Wastewater Revenue Bonds;***

***Continuing Disclosure for Bakersfield Redevelopment Agency  
Tax Allocation Bonds Series 2009 A and B; and,***

***General Continuing Disclosure Matters for Assessment Districts.***

**WHEREAS**, additional monies are needed to continue with outside legal services in connection with these matters and the 2020 Wastewater Refunding;

**WHEREAS**, CITY and ATTORNEY desire to amend Agreement No. CA19-009 to increase the amount of compensation to ATTORNEY by the sum of Fifty Thousand Dollars (\$50,000) for a total not to exceed of Ninety Thousand Dollars (\$90,000) for this action.

**NOW, THEREFORE**, incorporating the foregoing recitals herein, the parties agree as follows:

1. Paragraph 2 of Agreement for Legal Services No. CA19-009 dated July 17, 2019, is hereby amended in its entirety to read as follows:

**2. COMPENSATION TO ATTORNEY.** Compensation for all work, services or products called for under this Agreement shall be paid as follows: CITY shall compensate ATTORNEY for all services performed by ATTORNEY on an hourly basis in an amount according to the fee schedule attached as **Exhibit "A"**. **In no event shall this Agreement exceed the total amount of Ninety Thousand Dollars (\$90,000).** ATTORNEY shall not engage in any services above or beyond this amount and CITY shall not be obligated to pay ATTORNEY for excess work, services or products beyond this amount. CITY shall pay ATTORNEY thirty (30) days after receipt and approval of billing. CITY shall pay no finance charge to ATTORNEY. The compensation set forth in this section shall be the total compensation under this Agreement including, but not limited to all approved out-of-pocket costs and taxes. Prior to payment all bills shall be reviewed and approved by the City Attorney or his designee.

**2. EFFECT OF THIS AMENDMENT.** Except as amended in this Agreement, all of the provisions of Agreement for Legal Services No. CA19-009, dated July 17, 2019, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands the day and year first above written.

**CITY OF BAKERSFIELD ("CITY")**

**NIXON PEABODY LLP ("ATTORNEY")**

By: \_\_\_\_\_  
**KAREN GOH**  
Mayor

By: \_\_\_\_\_  
**DANNY KIM**  
Partner

Additional Signatures on Following Page

APPROVED AS TO FORM:  
**VIRGINIA GENNARO**  
City ATTORNEY

By: \_\_\_\_\_  
**VIRGINIA GENNARO**  
City Attorney

Insurance: \_\_\_\_\_

COUNTERSIGNED:

By: \_\_\_\_\_  
**RANDY MCKEEGAN**  
Finance Director

VG:ac

# EXHIBIT "A"

## Fee Schedule

Nixon Peabody LLP  
300 South Grand Avenue, Suite 4100  
Los Angeles, CA 90071-3151

<b>Personnel</b>	<b>Rate</b>
Principals (i.e. Attorneys)	\$547.00 / hour
Staff (i.e. Paralegals)	\$263.00 / hour
Support (i.e. Administrative)	\$0.00

