BAKERSFIELD CITY COUNCIL
AGENDA
MEETING OF JUNE 28, 2019

Council Chambers, City Hall, 1501 Truxtun Avenue
Regular Meeting 3:00 PM

REGULAR MEETING - 3:00 PM

1. ROLL CALL

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS

a. Certificate of Recognition to Jack and Elizabeth Romain, owners of the Feather River Drive home awarded Yard of the Season, Spring 2019.

b. Certificates of Appreciation to the sponsors of the Fourth of July Celebration at the Park at River Walk: The Robert and Kari Grimm Foundation, Adventist Health, PG&E, Rabobank NA, and California Water Service.

5. PUBLIC STATEMENTS

6. WORKSHOPS

a. Adoption of the 2019-2020 City Council overarching goals.

Staff recommends Council determination.

7. APPOINTMENTS

8. CONSENT CALENDAR

Staff recommends adoption of Consent Calendar items.

Minutes:

a. Approval of minutes of the June 3, 2019, Department Budget Workshop and the June 6, 2019, Regular City Council Meetings.

Payments:

b. Receive and file department payments from May 24, 2019 to June 13, 2019 in the amount of $26,581,222.33, Self Insurance payments from May 24, 2019 to June 13, 2019, in the amount of $435,531.70, totaling $27,016,754.03.

Ordinances:

c. Adoption of ordinance amending Chapter 17, Section 17.04.078 relating to Small Breweries.

Ward 7

d. Adoption of ordinance amending Bakersfield Municipal Code Sections 1.12.040 and 1.12.070 by adding Annexation No. 658 Annexation No. 658 consisting of 14.72 acres along the south side of Taft Highway (SR 119), generally east of Hughes Lane to Ward 7.

Ward 3

e. Adoption of ordinance amending Bakersfield Municipal Code Sections 1.12.040 and 1.12.070 by adding Annexation No. 676 consisting of 8.97 acres located north of Snow Road, along the east side of Verdugo Road to Ward 3.

Resolutions:

f. 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 demolishment of dangerous buildings and authorizing collection of the assessments by the Kern County Tax Collector.

g. Resolution authorizing the Chief of Police to execute the PSN Grant Subaward from CalOES, including any extensions or amendments thereof.

h. Resolution determining that Bioxide®, a proprietary chemical for sewer odor control and reduction of sulfide gas levels, cannot be reasonably obtained through the usual bidding procedures and authorizing the Finance Director to dispense with bidding thereof for a period of one year, not to exceed the budgeted amount of $850,000.

i. Purchase of Leica RTC360 Scanner:

1. Sole-Source Resolution to purchase a Leica RTC360 Scanner with Tripod and Training from Precision Survey Supply (not to exceed $95,000)
2. Lease Agreement between City of Bakersfield and Precision Survey Supply, LLC for purposes of leasing a new 3D camera scanner
3. Finance Agreement between City of Bakersfield and Great America Financial Services for purposes of financing the new 3D camera scanner from Precision Survey Supply, LLC.

j. New Job Specifications and Change to Salary Schedule:

1. Amendment No. 5 to Resolution No. 063-18 approving Memorandum of Understanding for employees of the Blue and White Collar Units and adopting salary schedule and related benefits for Economic Development Planner I/II, and Economic Development Specialist
2. Amendment No. 7 to Resolution No. 064-18 setting salaries and related benefits for officers and employees of the General Supervisory, Police Supervisory, and Management Units for Economic Development Principal Planner, and Economic Development Director
3. New Job Specifications: Economic Development Specialist #25025, Economic Development Planner I/II #25065, Economic Development Principal Planner #59890, Economic Development Director #88100.

k. New Job Specification and Change to Salary Schedule:

1. Amendment No. 8 to Resolution No. 064-18 setting salaries and related benefits for officers and employees of the General Supervisory, Police Supervisory, and Management Units for Water Resources Planner
2. New Job Specification: Water Resources Planner #59160

l. New Job Specification and Change to Salary Schedule:

1. Amendment No. 9 to Resolution No. 064-18 setting salaries and related benefits for officers and employees of the General Supervisory, Police Supervisory, and Management Units for Assistant Solid Waste Director.
2. New Job Specification: Assistant Solid Waste Director #89140.

Agreements:

m. Annual renewal of agreements with Clifford & Brown for legal services regarding general miscellaneous issues for (not to exceed $75,000) and general personnel issues (not to exceed $75,000).

Ward 2

n. Downtown Master Sewer Study and Downtown Master Storm Drain Study:

1. Accept and approve Design Consultant Agreeement with MKN & Associates, Inc. ($334,055) for development of the Downtown Master Sewer Study;
2. Appropriate $195,000 Sewer Enterprise Fund Balance to the Capital Improvement Budget within the Sewer Enterprise Fund to fully fund the Downtown Master Sewer Study Project; and
3. Accept and approve Design Consultant Agreement with

AECOM Technical Services, Inc. ($149,500) for development of the Downtown Master Storm Drain Study.

o. Agreement with GPS LockBox ($74,000) for installation services for non-public safety two-way communications project.

Ward(s) 1, 6

p. Wastewater Division Maintenance Management Software Project:

1. Agreement with EAM Solutions, LLC ($165,000) to install and implement the software, Infor EAM, for said project.
2. Appropriate $15,000 in Sewer Enterprise Fund Balance to the Public Works Department Capital Improvement Program budget for said project.

q. Amendment No. 1 to Agreement No. 19-039 to include companion lawsuit *Linda Yunk and Michael Levi Yunk v. City of Bakersfield; Rafael Gutierrez, Jr.*

r. Amendment No. 1 to Agreement No. 16-116 with Allied Weed Control, Inc. ($150,000; revised not to exceed $540,180 and extend term 1 year), for the continued chemical application of Noxious and Aquatic Weed Control.

Ward 6

s. Amendment No. 2 to Agreement No. 18-073 to increase Self-Help Enterprises Single-Family Housing project funding from $300,000 to $600,000 and modify the existing terms.

Ward(s) 1, 2

t. Amendment to No. 2 to Agreement 13-226 ($152,154.74; revised not to exceed $272,912.74), with PG&E for utility relocations.

u. Amendment No.1 to Agreement No. 16-117 with Group Delta Consultants, Inc. ($25,000; revised not exceed $125,000 and extend term one year to June 30, 2020) for On-Call Asbestos & Lead Testing.

v. Amendment No. 2 to Agreement No. 16-115 with Quad Knopf, Inc. ($50,000; revised not to exceed $200,000 and extend term one year to June 30, 2020) for On-Call Environmental Services for non-federally funded capital improvement projects.

Ward 1

w. Amendment No. 1 to Agreement No. PW18-123 with VN Enterprises, Inc. DBA Mulchmaster ($80,000; revised not to exceed $120,000) to continue accepting recycled wood material.

x. Amendment No. 3 to Agreement No. 18-103 with Metropolitan Recycling Corporation ($900,000; revised not to exceed $1,700,000 and extend term one year) for the acceptance of

commingled recyclables.

y. Freeway Litter Program:

1. Amendment No. 7 to Agreement No. 13-072 with the Bakersfield Homeless Center ($544,640; revised not to exceed $3,661,684 and extend term one year, to June 30, 2020) for litter and debris removal services.
2. Memorandum of Agreement with Kern Council of Governments to provide continuation of funding ($150,000) for freeway litter program for Fiscal Year 2019-20.

z. Amendments to various consultant agreements for additional On-Call Civil Engineering and Surveying Services for Capital Improvement Program projects:

1. Accept and approve Amendment No. 1 to Agreement No. 17-085 with AECOM Technical Services, Inc. ($150,000; revised not to exceed $450,000 and extend term one year to June 30, 2020).
2. Accept and approve Amendment No. 1 to Agreement No. 17-086 with Meyer Civil Engineering, Inc. ($250,000; revised not to exceed $550,000 and extend term one year to June 30, 2020).
3. Accept and approve Amendment No. 1 to Agreement No. 17-087 with Ruettgers & Schuler Civil Engineers ($150,000; revised not to exceed $450,000 and extend term one year to June 30, 2020).

Ward 2

aa. Contract Change Order No. 1 to Agreement No. 19-012 with Courts and Greens ($49,366.73; revised not to exceed $223,806.53) for Jastro Park Tennis Court Rehabilitation and Pickleball Conversion Project.

Ward 2

ab. Contract Change Order No. 1 to Agreement No. 18-120 with CIMCO Refrigeration, Inc. ($30,629; revised not to exceed $1,032,129), for the Ice Chiller Upgrade at Rabobank Arena Project.

Ward(s) 6, 7

ac. Stine Road Widening & Traffic Signal Improvements/Modifications from Ryzona Drive to Poppyseed Street Project:

1. Contract Change Order No. 1 to Agreement No. 18-212 with Bowman Asphalt ($24,131, revised not to exceed $1,787,906).
2. Appropriate $24,250 Domestic Water Fund balance to said project within the Domestic Water Fund.

Bids:

ad. Accept bid and approve contract to Granite Construction Company ($8,000,000) for the annual contract to supply street materials.

ae. Extend bid from Dell Marketing, L.P. ($49,281.29) for Dell Latitude Laptop computers for the Technology Services Division.

Ward 3

af. Accept bid and approve contract with Granite Construction Company ($1,891,726.00) for the 2018/19 SB 1 funded project: Pavement Rehabilitation: Haley Street from Columbus Street to University Avenue.

Miscellaneous:

ag. Appropriate $70,865 State Grant Revenue for the Waste Tire Enforcement Grant Program to the Development Services Operating Budget in the General Fund.

ah. Appropriate $110,000 Sewer Enterprise Fund balance to the Public Works Department's operating budget for increased operating costs.

ai. Appropriate $700,000 in additional internal service vehicular fee revenue to the Public Works Department Operating Budget within the Equipment Management Fund.

aj. Appropriate $150,726.30 of HOME Investment Partnership Grant Revenue to the Development Services Department, Planning Division operating Budget within the HOME fund.

Ward 1

ak. Appropriate $55,000 of Successor Housing Agency Funds (Creekview Villas Sales Proceeds) to the Development Services Department, Planning Division operating budget within the Successor Housing Agency Fund for agreement 19-062 approved by council May 8, 2019.

Ward 2

al. Appropriate $3,300,000 million State Highway Operation and Protection Program funds to the Public Works Capital Improvement Budget within the Federal/State Road Fund and Appropriate $200,000 of additional Utility Surcharge revenues to the Public Works Capital Improvement Budget within the Utility Surcharge Fund for the construction of the Belle Terrace Project.

am. Appropriate $886,286 from the CDBG Fund Balance and $123,963 from the HOME Fund Balance to Contingency Funds in connection to prior year project savings.

an. Appropriate Other Agency Share Revenues from the Board of State and Community Corrections Trust Account ($87,330) to the Police Department Operating Budget within the General Fund.

Successor Agency Business:

Public Safety/Vital Services Measure:

9. CONSENT CALENDAR PUBLIC HEARINGS

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

Ward 3

a. Development Services Support Foundation:

1. Resolution approving the issuance of revenue bonds by the California Municipal Finance Authority ("CMFA") for the purpose of refinancing the acquisition, rehabilitation, improvement and equipping of office buildings for the Kern Regional Center and certain other matters relating thereto.
2. Indemnification agreement between the City and the Development Services Support Foundation.

Ward 6

b. Rosewood Continuing Care Community:

1. Resolution approving the issuance of revenue bonds by the California Municipal Finance Authority ("CMFA") for the purpose of financing and refinancing the acquisition, construction, furnishing and equipping of continuing care communities, including the Rosewood Continuing Care Community, located at 1301 New Stine Road, Bakersfield, California 93309.
2. Indemnification agreement between the City and Rosewood Continuing Care Community.

c. Public Hearing to consider a resolution approving and adopting the Public Works Director's Report for the Consolidated Maintenance District and the fiscal year 2019-2020 budget, confirming the park landscaping assessments, and authorizing collection of assessments by the Kern County Tax Collector.

d. Public Hearing to consider a resolution approving and adopting the Public Works Director's Report for the Consolidated Maintenance District and the fiscal year 2019-2020 budget, confirming the street and median landscaping assessments, and authorizing collection of assessments by the Kern County Tax Collector.

e. Public Hearing to consider a resolution approving and adopting the Public Works Director's Report for twenty-two (22) Traffic Signal Maintenance Districts and the fiscal year 2019-2020 budgets, confirming the assessments and authorizing collection of assessments by the Kern County Tax Collector.

10. HEARINGS

11. REPORTS

12. DEFERRED BUSINESS

a. Fiscal Year 2018-19 Budget Adjustments:

1. Appropriate $1,000,000 additional sales tax revenue to the Police Department Operating Budget within the General Fund to cover overtime, callback and vehicle maintenance costs.
2. Appropriate and Transfer $1,000,000 additional sales tax revenue from the General Fund to the Facility Reserve Fund.
3. Appropriate and Transfer $1,000,000 additional sales tax revenue from the Public Safety and Vital Services Fund to the PSVS Cash Reserve Fund.

Staff recommends the appropriations and transfers.

b. Fiscal Year 2019-20 Budget:

1. Resolution Approving and Adopting the Operating and Capital Improvement Budgets for the City of Bakersfield, CA for the Fiscal Year 2019-20
2. Resolution Establishing the City of Bakersfield Appropriations Limit for Fiscal Year 2019-20
3. Resolution Establishing a multi-year Cash Reserve and Facility Replacement Reserve Plan

Staff recommends adoption of the resolutions approving the FY 2019-20 operating and capital budget with adjustments as outlined, the City's appropriations limit for next fiscal year and the establishment of a multi-year plan to enhance the City's cash reserve and facility replacement reserve.

13. NEW BUSINESS

Ward 2

a. Hockey Dasher Board System at Rabobank Arena:

1. Resolution determining that a hockey dasher board system at Rabobank Arena cannot be reasonably obtained through the usual bidding procedures and authorizing the Finance Director to dispense with bidding thereof, not to exceed $483,000.
2. Approval of agreement with Athletica® Sport Systems, Minneapolis, MN for the hockey dasher board system at Rabobank Arena.

Staff recommends adoption of resolution and approval of agreement.

Ward 2

b. Resolution determining that the enhanced advertising display for the Rabobank Arena's scoreboard cannot be reasonably

obtained through the usual bidding procedures and authorizing the Finance Director to dispense with bidding thereof, not to exceed $177,000.

Staff recommends adoption of the resolution and approval of the purchase.

c. Resolution to urge Caltrans to better maintain the landscaping and remove all fire hazards created by such landscaping along the freeway corridors within the city, which include State Routes 58, 99, and 178.

14. COUNCIL AND MAYOR STATEMENTS

15. ADJOURNMENT

ADMINISTRATIVE REPORT

MEETING DATE:	6/28/2019	Presentations 4. a.

TO: Honorable Mayor and City Council

FROM: Mayor Karen K. Goh

DATE: 6/4/2019

WARD:

SUBJECT: Certificate of Recognition to Jack and Elizabeth Romain, owners of the Feather River Drive home awarded Yard of the Season, Spring 2019.

STAFF RECOMMENDATION:

BACKGROUND:

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Presentations 4. b.

TO: Honorable Mayor and City Council

FROM: Mayor Karen K. Goh

DATE: 6/20/2019

WARD:

SUBJECT: Certificates of Appreciation to the sponsors of the Fourth of July Celebration at the Park at River Walk: The Robert and Kari Grimm Foundation, Adventist Health, PG&E, Rabobank NA, and California Water Service.

STAFF RECOMMENDATION:

BACKGROUND:

ADMINISTRATIVE REPORT

MEETING DATE:	6/28/2019	Workshops 6. a.

TO: Honorable Mayor and City Council

FROM: Alan Tandy, City Manager

DATE: 5/23/2019

WARD:

SUBJECT: Adoption of the 2019-2020 City Council overarching goals.

STAFF RECOMMENDATION:

Staff recommends Council determination.

BACKGROUND:

At the April 10, 2019 City Council meeting, staff provided an update of highlights and accomplishments from the 2017-18 City Council Goals. At the May 22, 2019 Council meeting, Council provided direction to explore streamlining the document with Councilmember feedback on content and formatting, including, but not limited to, simplifying the document while maintaining Council priorities, moving to a matrix-style format, including a section describing the impact of said goal, and a mechanism for tracking and monitoring goal progress.

Following the May 22 meeting, Council gave staff direction to present the revised overarching City Council goals for approval at the June 28 council meeting. Council has allowed staff addition time beyond this meeting to develop the action items and measurables that will accompany each overarching goal.

Staff recommends Council determination to either adopt the overarching goals as presented or no action and continue an open feedback period until the final document adoption.

Barring further comments or revisions, the final document with completed action items and overarching goals will be presented and approved on the July 17, 2019 City Council meeting.

ATTACHMENTS:

Description	Type
Draft Overarching Goals	Backup Material
Overarching Goals update Presentation	Presentation

1. Provide Quality Public Safety Services

Provide consistent public safety and emergency services that support and enhance proactive law enforcement, improve police and fire response times, and reduce crime with emphasis on reducing gang violence, domestic violence, child abuse, assault, vehicle theft and property crime.

2. Address Homelessness

Increase shelter capacity and focus on targeted funding for services for homeless persons, providers for greater outreach, and more counseling to achieve a meaningful reduction in homelessness.

3. Maintain Fiscal Solvency

Plan for stable and consistent fiscal solvency through prudent management of general fund reserves, facility replacement reserves, pension obligations, and evaluation for cost and operational efficiencies.

4. Enhance Quality of Life and Public Amenities

Improve and enhance the condition of public amenities, parks, and streetscapes to bolster the quality of life for our community and leave a positive impression for visitors.

5. Strengthen and Diversify our Economic Base

Streamline development processes and targeted investments and incentives in strategic areas throughout the City to increase economic activity and job creation.

6. Enhance Infrastructure

Replace deteriorated streets, enhance infrastructure for pedestrian and bicycle safety, and meet the current schedule for construction of all phases of the Thomas Roads Improvement Program to improve the City's transportation network for all users.

7. Promote Community Pride, Image, and Excellent Customer Service

Provide superior customer service that empowers constituents to engage meaningfully with Councilmembers and staff and demonstrates the commitment and pride that employees and residents take in our community and its successes.

8. Invest in Urban Renewal and Downtown Development

Revitalize established areas of the city such as Downtown Bakersfield, historic areas, and areas that are ineligible for federal funding for projects such as the installation of curb, gutter, sidewalks, and related infrastructure.

DRAFT

2019-2020 Bakersfield City Council Goals

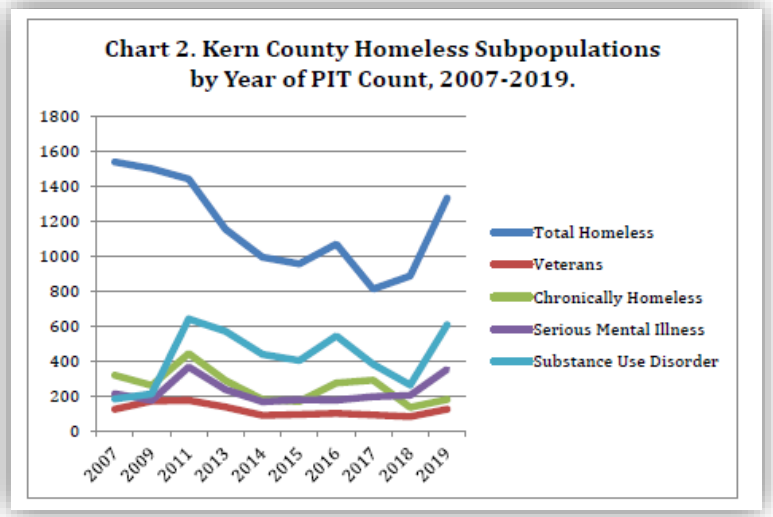
Working Draft Update
June 28, 2019

Revisiting our past council goals

1. Provide Quality Public Safety Services

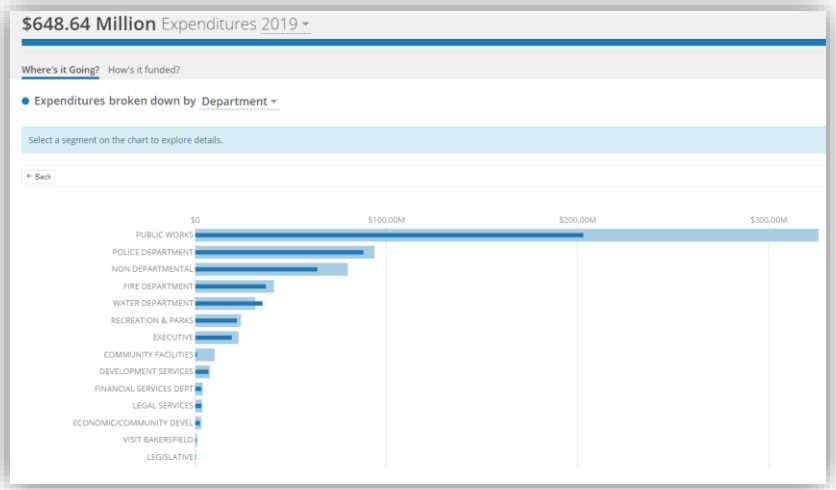
Provide consistent public safety and emergency services that support and enhance proactive law enforcement, improve police and fire response times, and reduce crime with emphasis on reducing gang violence, domestic violence, child abuse, assault, vehicle theft and property crime.

2. Address Homelessness



Increase shelter capacity and identify targeted funding for services for homeless persons, providers for greater outreach, and more counseling to achieve a meaningful reduction in homelessness.

3. Maintain Fiscal Solvency



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New Structure w/draft content

Overarching goal w/accompanying **impact statement**

1	Provide Quality Public Safety Services							
	Provide consistent public safety and emergency services that support and enhance proactive law enforcement, improve police and fire response times, and reduce crime with emphasis on reducing gang violence, domestic violence, child abuse, assault, vehicle theft and property crime.							
	Objective	Justification	Activities/Outputs	Impact	Designation	Start Date	Timeline	Reported Measurables
1.1	Hire 100 additional police officers	Language TBD	**1.1a -** Completion of Police Training Academy **1.1b -** August 2019 Academy **1.1c -** Progressive Recruitment Efforts	1.1a Language TBD 1.1b 1.1c	Police, Fire	July 1, 2019	TBD	-Number of newly hired sworn staff - Academy completion dates -Recruitment Activities
1.2	Improve Response times to all priority calls	Language TBD	**1.2a -** New classification of Communications Specialist and Police Report Technicians **1.2b -** Implementation of the Regional Radio Network in coordination with the County of Kern and other applicable jurisdictions **1.2c -** Dedicated social media staff to provide education to the public	Language TBD	Police, Fire	July 1, 2019	TBD	-Priority response times monthly report
1.3	Maintain High Quality Certification of Public Safety Departments	Language TBD	**1.3a -** Retain ISO Class 2 rating **1.3b -** Obtain certification from the ___ Fire Department	Language TBD	Police, Fire			

DRAFT

Recommend limiting overarching goal statement to 280 characters

DRAFT

Provide consistent public safety and emergency services that emphasis on reducing gang violence, domestic violence, chil

	Objective	Justification
1.1	Hire 100 additional police officers	Language TBD
1.2	Improve Response times to all priority calls	Language TBD
1.3	Maintain High Quality Certification of Public Safety Departments	Language TBD

DRAFT

Activities/Outputs	Impact
1.1a - Completion of Police Training Academy **1.1b -** August 2019 Academy **1.1c -** Progressive Recruitment Efforts	1.1a Language TBD 1.1b 1.1c
1.2a - New classification of Communications Specialist and Police Report Technicians **1.2b -** Implementation of the Regional Radio Network in coordination with the County of Kern and other applicable jurisdictions **1.2c -** Dedicated social media staff to provide education to the public	Language TBD
1.3a - Retain ISO Class 2 rating **1.3b -** Obtain certification from the ___ Fire Department	Language TBD

DRAFT

Designation	Start Date	Timeline	Reported Measurables
Police, Fire	July 1, 2019	TBD	-Number of newly hired sworn staff - Academy completion dates -Recruitment Activities
Police, Fire	July 1, 2019	TBD	-Priority response times monthly report
Police, Fire			

Next Steps - Define Action Items

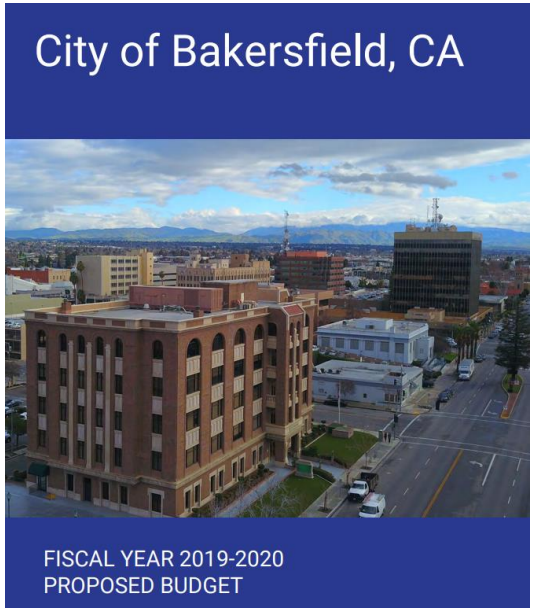
- Department Meetings
  - Plan strategically
  - Define Outputs
  - Define measurables
  - Define Impact

Progress Tracking

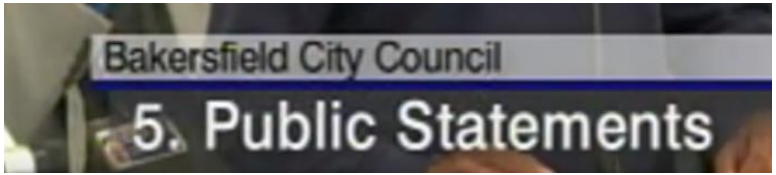
- PIO and media formats to share successes
- Staff monitor progress continuously through the weekly general information memo/department updates

Progress Tracking

- Department Goals included in budget documents along with City Council Goals



- Staff to provide mid-year and year-end reports (December, May) & public feedback



Action

- Adopt Overarching Goals with Impact statements

  or

- No action on overarching goals - allow Councilmember feedback period for statement language to be finalized with action items on July 17, 2019 meeting

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019 Consent – Minutes a.

TO: Honorable Mayor and City Council

FROM: Julie Drimakis, City Clerk

DATE: 5/6/2019

WARD:

SUBJECT: Approval of minutes of the June 3, 2019, Department Budget Workshop and the June 6, 2019, Regular City Council Meetings.

STAFF RECOMMENDATION:

BACKGROUND:

ATTACHMENTS:

Description	Type
June 3 minutes	Backup Material
June 5 Minutes	Backup Material

BAKERSFIELD CITY COUNCIL
MINUTES
MEETING OF JUNE 3, 2019

Council Chambers, City Hall, 1501 Truxtun Avenue
Department Budget Presentation Meeting

REGULAR MEETING - 12:00 PM

1. ROLL CALL

Present: Mayor Goh, Vice-Mayor Parlier, Councilmembers Rivera, Gonzales (seated at 3:05 p.m.), Weir, Smith, Sullivan

Absent: Freeman

2. PUBLIC STATEMENTS

None.

3. WORKSHOPS

a. Department Budget Presentations

1. Police Department

Police Chief Martin, Assistant Police Chief Demestihas, and Assistant Police Chief Terry made staff comments and provided a PowerPoint presentation.

Councilmember Rivera requested that the mid-year budget review include an update on the impacts of non-sworn Police professional staff hires and related metrics.

Councilmember Rivera requested information on the makeup of priority 1 calls in 2017 and 2018; and information on the increase of priority 1 calls from 2016 to 2017.

Councilmember Rivera requested staff provide information on the source of revenue for all operating and capital expenses for the Police Department.

Vice-Mayor Parlier requested staff include a photo upload option for online police reports.

Vice-Mayor Parlier requested information on increasing the complement of the traffic motor unit to 15-20 officers in the future.

Vice-Mayor Parlier requested staff explore the possibility of having paid Police Reserves.

3. WORKSHOPS continued
ITEM 3.a. CONTINUED

2. Water Resources

Water Resources Manager Chianello made staff comments and provided a PowerPoint presentation.

Mayor Goh recessed the meeting at 1:30 p.m. and reconvened the meeting at 1:39 p.m.

3. Public Works

Public Works Director Fidler made staff comments and provided a PowerPoint presentation.

Solid Waste Director Barnes and City Manager Tandy made additional staff comments.

Mayor Goh recessed the meeting at 2:35 p.m. and reconvened the meeting at 2:45 p.m.

4. Development Services

Development Services Director Kitchen made staff comments and provided a PowerPoint presentation.

City Manager Tandy made additional staff comments.

Councilmember Gonzales requested staff review if the proposed staffing levels for the Rapid Response Team is adequate.

5. Recreation and Parks

Recreation and Parks Director Hoover made staff comments and provided a PowerPoint presentation.

City Manager Tandy made additional staff comments.

Vice-Mayor Parlier requested there be recognition of the Public Safety and Vital Services Measure visible on vehicles used by the Rapid Response Team.

4. ADJOURNMENT

Mayor Goh adjourned the meeting at 3:57 p.m.

_____

KAREN GOH
MAYOR of the City of Bakersfield

ATTEST:

_____

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

BAKERSFIELD CITY COUNCIL
MINUTES
MEETING OF JUNE 5, 2019

Council Chambers, City Hall, 1501 Truxtun Avenue
Special Meeting- 4:00 p.m.
Regular Meeting- 5:15 p.m.

SPECIAL MEETING - 4:00 PM

1. ROLL CALL

Present: Mayor Goh, Vice-Mayor Parlier, Councilmembers Rivera, Gonzales, Weir (seated at 4:35 p.m.), Smith, Sullivan (seated at 4:39 p.m.)

Absent: Freeman

2. PUBLIC STATEMENTS

None.

3. WORKSHOPS

None.

4. CLOSED SESSION

a. Conference with Legal Counsel — ***Existing Litigation;*** Closed Session pursuant to Government Code section 54956.9(d)(1) regarding *Jesus Alfredo Lemus Zamudio, et al. v. City of Bakersfield, et al., Kern County Superior Court Case No.: BCV-18-100356.*

***Motion by Vice-Mayor Parlier to adjourn to Closed Session at 4:31 p.m.* Motion passed with Councilmembers Weir, Freeman, and Sullivan absent.**

The Closed Session meeting was adjourned at 4:48 p.m.

Meeting reconvened at 4:50 p.m.

5. CLOSED SESSION ACTION

a. Conference with Legal Counsel — ***Existing Litigation;*** Closed Session pursuant to Government Code section 54956.9(d)(1) regarding *Jesus Alfredo Lemus Zamudio, et al. v. City of Bakersfield, et al., Kern County Superior Court Case No.: BCV-18-100356.*

City Attorney was given direction.

6. ADJOURNMENT

Mayor Goh adjourned the 4:00 p.m. meeting at 4:51 p.m.

REGULAR MEETING- 5:15 p.m.

1. ROLL CALL

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

Absent: Freeman

2. INVOCATION

by Pastor Eric Burns, Senior Pastor of Laurelglen Bible Church.

3. PLEDGE OF ALLEGIANCE

by Meagan Holmes, Counselor at West High School.

Mayor Goh presented Ms. Holmes with the Mayor's medal, in recognition of her being named as the recipient of the Arthur S. Marmaduke Award.

4. PRESENTATIONS

a. Proclamation to Kari Grimm-Anderson, David Grimm, and Brett Grimm of Grimmway Farms, declaring Grimmway Farms Day in Bakersfield on June 5, 2019 in honor of Grimmway Farms' 50th Anniversary.

Ms. Grimm-Anderson accepted the proclamation and made comments.

5. PUBLIC STATEMENTS

a. Joanne Gappmayer expressed her concern with street sweeping and garbage pickup being held on the same day.

Councilmember Smith requested staff contact Ms. Gappmayer regarding her concerns.

b. Jaime Flores, Diana Cuevas, and Barbara Perez, from the Greenfield Walking Group Youth, announced they will be hosting an event on June 22, 2019.

Vice-Mayor Parlier requested staff contact the group to discuss their ideas for improving Ward 1 and Ward 7.

c. Alex Balfour, Cushman and Wakefield, spoke in support of the amendment to the Ordinance relating to small breweries.

6. WORKSHOPS

a. Overview of the Kern Education Pledge, a communitywide effort to focus on education as a top priority.

Dr. Mary Barlow, Kern County Superintendent of Schools Superintendent, made comments, provided a PowerPoint presentation, and submitted written material.

7. APPOINTMENTS

None.

8. CONSENT CALENDAR

(Staff recommends adoption of Consent Calendar items.)

Minutes:

a. Approval of minutes of the May 22, 2019, Regular City Council Meetings.

Payments:

b. Receive and file department payments from May 10, 2019 to May 23, 2019 in the amount of $14,003,974.47, Self Insurance payments from May 10, 2019 to May 23, 2019, in the amount of $331,513.23, totaling $14,335,487.70.

Ordinances:

c. First reading of an ordinance amending Bakersfield Municipal Code Sections 1.12.040 and 1.12.070 by adding Annexation No. 658 consisting of 14.72 acres along the south side of Taft Highway (SR 119), generally east of Hughes Lane.

FR ONLY

d. First reading of an ordinance amending Section 17.04.078 of the Bakersfield Municipal Code relating to small breweries.

FR ONLY

e. Adoption of ordinance amending the Official Zoning Map in Title 17 of the Bakersfield Municipal Code by changing the zone district from a Planned Commercial Development (P.C.D.) zone to a revised P.C.D. zone on approximately 1.95 acres of a larger 16.75 acre commercial center generally located at 5601 California Avenue (ZC #19-0021; McKently Malak Architects, Inc. representing Dollinger Properties).

ORD 4977

8. CONSENT CALENDAR continued

Resolutions:

f. 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 demolishment of dangerous buildings and authorizing collection of the assessments by the Kern County Tax Collector.

RES 070-19

g. Resolution determining that in-vehicle installation kits required for installation of cellular push-to-talk equipment in vehicles used by non-public safety staff cannot be reasonably obtained through the usual bidding procedures and authorizing the Finance Director to dispense with bidding therefor and purchase the required kits in an amount not to exceed $110,000.

RES 071-19

h. Resolution authorizing the Recreation and Parks Director to apply for the Statewide Park Development and Community Revitalization Program Grant (Proposition 68) and enter into agreements with the State of California.

RES 072-19

i. Resolutions providing for the collection of delinquent sewer and refuse charges by Kern County Auditor-Controller's Office on the Fiscal Year 2019-20 property tax rolls:

1. Resolution providing for the collection of delinquent sewer fees.

RES 073-19

2. Resolution providing for the collection of delinquent refuse fees.

RES 074-19

j. Resolutions providing for the adoption and collection of sewer service user charges and fees for Fiscal Year 2019-20:

1. Resolution adopting Fiscal Year 2019-20 sewer and storm sewer user rates (no proposed rate increases).

RES 075-19

8. CONSENT CALENDAR continued
ITEM 8.j. CONTINUED

2. Resolution providing for the collection of residential and commercial sewer and storm sewer service users charges by the Kern County Auditor-Controller's Office.

RES 076-19

k. New Job Specification and Change to Salary Schedule:

1. Amendment No. 6 to Resolution No. 064-18 setting salaries and related benefits for officers and employees of the General Supervisory, Police Supervisory, and Management Units for Real Property Supervisor

RES 064-18(6)

2. New Job Specification: Real Property Supervisor #56000.

l. Sewer connection fee assessment for 18 Milham Drive:

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

RES 077-19

2. Agreement with Ruben Almanza Santana, 18 Milham Drive, to pay the sewer connection fee through the Kern County Tax Collector.

AGR 19-091

m. Resolution of Intention No. 1999 to order the vacation of the 20' alley running east and west between Williams Street and Virginia Street, north of Lake Street, in Block 169.

ROI 1999

n. Resolution of Intention No. 2000 preliminarily adopting, confirming and approving the Public Works Director's Report for the Consolidated Maintenance District ("CMD" herein) and the 2019-2020 budget and setting the time and place for hearing protests regarding the amount of park landscaping assessments to be levied throughout the CMD.

ROI 2000

8. CONSENT CALENDAR continued

o. Resolution of Intention No. 2001 preliminarily adopting, confirming and approving the Public Works Director's Report for the Consolidated Maintenance District ("CMD" herein) and the 2019-2020 budget and setting the time and place for hearing protests regarding the amount of street and median landscaping assessments to be levied throughout the CMD.

ROI 2001

p. Resolution of Intention No. 2002 preliminarily adopting, confirming and approving the Public Works Director's Report for twenty-two (22) Traffic Signal Maintenance Districts ("TSMD" herein) and their 2019-2020 budgets and setting the time and place for hearing protests on the amount of Traffic Signal assessments to be levied for each TSMD.

ROI 2002

Agreements:

q. Agreement with Cubic Vocality ($6,291) for purchase of push-to-talk equipment needed for non-public safety two-way communications project.

AGR 19-092

r. Agreement with V3 Inc. (not to exceed $200,000), for the Bakersfield Amtrak Railroad Track Inspection Service.

AGR 19-093

s. Final Map, Improvement Agreement, and Landscape Agreement with Summit Capital Ventures, Inc. and John Balfanz Homes, Inc. for Tract 6578, Unit 8 located south of Pensinger Road and east of Allen Road.

AGR 19-094, AGR 19-095

t. Final Map for Tract 6739 located South of Berkshire Road, between Old River Road and Buena Vista Road.

u. Planned Drainage Area Reimbursement Agreement with Auburn Oaks Developers, LLC (not to exceed $276,036) for construction of storm drain facilities on Morningstar Avenue east of Morning Drive.

AGR 19-097

8. CONSENT CALENDAR continued

v. Amendment No. 1 to Agreement No. 17-161 with Tarina Homes Inc., for naming rights to Mesa Marin Sports Complex.

AGR 17-161(1)

w. Amendment No. 1 to Agreement No. CM 18-014 ($30,000; revised not to exceed $70,000) with Mary Valenti, PH. D. for pre-employment psychological screening examinations for Police Department applicants.

AGR 19-098

x. Amendment No. 1 to Agreement No. 18-186 with Sierra Snow Surveys ($70,560; revised not to exceed $130,560 and extend term), to conduct snow surveying.

AGR 18-186(1)

y. Amendment No. 6 to Agreement No. 15-185 with Kern Sprinkler Landscaping, Inc. ($300,000; revised not to exceed $2,640,000 and extend the term one year), for the continued supply of on-call irrigation and landscape service.

AGR 15-185(6)

z. Amendment No. 1 to Agreement No. 18-087 with ES Engineering Services LLC ($82,000; revised not to exceed $164,000 and extend the term one year), for landfill gas system services for the Bakersfield Sanitary Landfill.

AGR 18-087(1)

aa. Amendment No. 1 to Agreement No. WR 17-015 with Live Oak Associates, Inc. ($60,000; revised not to exceed $92,538 and extend term), for the long term monitoring program for the Buena Vista Lake Shrew within the Kern Fan Water Recharge Area.

AGR 19-099

ab. Amendment No. 2 to Agreement No. 17-110 with Sierra Construction & Excavation, Inc. ($300,000; revised not to exceed $2,300,000 and extend term), for the continued annual maintenance and repairs on the City's domestic water system.

AGR 17-110(2)

8. CONSENT CALENDAR continued

ac. Amendment to agreements for on-call maintenance services at Wastewater Treatment Plant No. 2 and Wastewater Treatment Plant No. 3:

1. Amendment No. 2 to Agreement No. 17-072 with Crider Construction, Inc. – extend term by one year and increase compensation by $100,000 (not to exceed $360,000).

   AGR 17-072(2)

2. Amendment No. 1 to Agreement No. 17-073 with B.R. Frost Company – extend term by one year and increase compensation by $100,000 (not to exceed $300,000).

   AGR 17-073(1)

3. Amendment No. 1 to Agreement No. 17-074 with W.M. Lyles Co. – extend term by one year and increase compensation by $100,000 (not to exceed $300,000).

   AGR 17-074(1)

ad. Contract Change Order No. 2 to Agreement No. 18-181 with Cen-Cal Construction, ($54,207.17; revised not to exceed $1,260,200.47) for the construction of the Sidewalk Improvements Downtown Pedestrian Connectivity Project.

AGR 18-181 CCO 2

Bids:

ae. Accept bid from Dell Marketing, L.P., Round Rock, TX ($68,820.04) for Dell® CAD/RMS VMware storage area network replacement for the Technology Services Division.

af. Accept bid and approve contract to Kern Turf Supply, Inc., Bakersfield ($300,000) for the annual contract to supply irrigation parts and supplies.

AGR 19-100

ag. Accept bid and approve contract to RM Industries, Bakersfield ($46,013.52) for janitorial maintenance for McMurtrey Aquatic Center.

AGR 19-101

8. CONSENT CALENDAR continued

ah. Purchase of riding mulching lawn mower for the Recreation and Parks Department:

1. Accept bid from Kern Machinery, Bakersfield ($62,099.44) for a riding mulching lawn mower.

2. Appropriate $63,000 Equipment Management Fund balance to the Public Works Department's Operating Budget to fund the purchase.

Miscellaneous:

ai. Appropriate $5,508 in Proposition 1B Transit System Safety, Security and Disaster Response Account (TSSSDRA) funds within the Proposition 1B Fund to the Public Works Department's Capital Improvement Budget.

aj. Solid Waste Division Appropriations:

1. Appropriate $360,000 County Share of project cost to the Public Works Department operating budget within the Refuse Enterprise Fund.

2. Appropriate $240,000 Refuse Enterprise Fund Balance to the Public Works Department's operating budget within the Refuse Enterprise Fund.

ak. Authorize the Finance Director to write off accounts receivable in various funds totaling $123,573.24 and forward nonbankrupt accounts to a collection agency for additional collection efforts.

al. Revised Job Specification: Senior Sales Representative (25160)

Successor Agency Business:

am. Receive and file Successor Agency payments from May 10, 2019, to May 23, 2019, in the amount of $2,750.00.

Public Safety/Vital Services Measure:

City Clerk Drimakis announced a staff memorandum was received regarding item 8.a., correcting scrivener's errors on the minutes; additional staff memorandums were received regarding items 8.n., 8.o., and 8.p., correcting the public hearing date and transmitting corrected resolutions.

Motion by Vice-Mayor Parlier to adopt Consent Calendar items 8.a. through 8.am. Motion passed with Councilmember Freeman absent.

9. CONSENT CALENDAR PUBLIC HEARINGS

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

None.

10. HEARINGS

a. Public Hearing to consider resolutions adopting refuse and recycling rates for Fiscal Year 2019-2020:

1. Resolution adopting increases to Fiscal Year 2019-2020 refuse and recycling rates.

   RES 078-19

2. Resolution providing for the collection of residential and commercial refuse and recycling charges by the Kern County Auditor-Controller's Office.

   RES 079-19

   (Staff recommends adoption of the resolutions.)

City Clerk Drimakis announced notices were mailed to 97,472 affected residential and commercial property owners regarding item 10.a., and the City Clerk's Office received letters protesting the increase in refuse and recycling rates for 7 parcels.

Public Works Director Fidler made staff comments.

Hearing item 10.a. opened at 6:09 p.m.

No one spoke.

Hearing item 10.a. closed at 6:10 p.m.

Motion by Vice-Mayor Parlier to adopt the resolutions. Motion passed with Councilmember Freeman absent.

b. Public hearing for the Fiscal Year 2019-20 Operating and Capital Improvement Program Budgets.
(Staff recommends City Council hear public testimony.)

Assistant City Manager Huot made staff comments.

Hearing item 10.b. opened at 6:11 p.m.

10. HEARINGS continued
ITEM 10.b. CONTINUED

Kaelyn Peterson, Greater Bakersfield Chamber of Commerce spoke in support of the staff recommendation and submitted written material.

General comments not in favor or opposed were received from: Jasmene del Aguila, Leadership Counsel for Justice and Accountability; and Michael Turnipseed, Kern County Taxpayers Association.

Hearing item 10.b. closed at 6:18 p.m.

11. REPORTS

None.

12. DEFERRED BUSINESS

None.

13. NEW BUSINESS

a. Police and Fire Vehicle Graphics and Decals.
(Staff recommends City Council determination.)

City Clerk Drimakis announced a staff memorandum was received transmitting additional correspondence: 73 in support, 25 in opposition, 1 unclear, and 1 transmitting questions to Councilmember Sullivan; and a staff memorandum was received transmitting an attachment that was inadvertently left out of the original packet of correspondence.

Motion by Councilmember Sullivan to extend the time for public statements. Motion passed with Councilmember Freeman absent.

Mayor Goh recessed the meeting at 7:09 p.m. and reconvened the meeting at 7:19 p.m.

The following individuals spoke in opposition of placing "In God We Trust" decals on Police and Fire vehicles: Estevan Ramirez; Shawn DeGaugh (submitted written material); Jennifer Bloomquist (submitted written material); Tracy Lopez; Rob Parsons (submitted written material); Isabel Stierle (submitted written material); Olivia Franzen (submitted written material); Cynthia Montgomery; Margie Bell; Reverend Dawn Wilder, Emmanuel Lutheran Church; Kristine Coons; Anke Hodenpijl; Ed Borgens; Beth Rodacken; Judy Long; Jordan Wells, ACLU of Southern California; Mary Helen Barro; Neel Sannappa; and Yvette Flores.

13. NEW BUSINESS continued

The following individuals spoke in support of placing "In God We Trust" decals on Police and Fire vehicles: Reverend Angelo Frazier (submitted written material); Randy Thomasson (submitted written material); Brad Barnes; Curtis Bingham, Sr.; Robin Robinson; Ray Scott; Brandon Martin; Don Clark; Mark Peterson; T.J. Esposito (submitted written material); and Pastor Justin Medlock.

Motion by Councilmember Sullivan to add "In God We Trust" decals to Police and Fire vehicles. Motion passed with Councilmembers Rivera and Gonzales voting no, and Councilmember Freeman absent.

14. COUNCIL AND MAYOR STATEMENTS

Assistant City Manager Huot recognized Finance Director Smith on his retirement and thanked him for his nearly 30 years of service to the city.

Councilmember Rivera requested staff look into the addition of art work and signs near the Hwy 58, Chester Avenue, and H Street that direct people downtown.

Councilmember Rivera requested staff explore repurposing the land by the canal along H Street.

Councilmember Rivera requested median and streetscape improvements be incorporated on Chester Avenue.

Councilmember Weir requested staff research certifications or processes that align with ISO goals specifying repeatable steps that organizations consciously implement to achieve their goals and objectives and to create an organizational culture that reflexively engages in a continuous cycle of self-evaluation, correction and improvement of operations and processes through heightened employee awareness and management leadership and commitment; and requested staff present an analysis of each option, including the pros and cons, at the first Council meeting in July.

Vice-Mayor Parlier made comments regarding City Manager Tandy's upcoming retirement and requested staff provide potential dates for a Special City Council meeting to discuss the appointment process of a new City Manager; and requested City Attorney Gennaro research which aspects can be discussed in Closed Session and coordinate with each Councilmember on potential meeting dates between the June 28th and July 17th Council meetings.

Councilmember Smith congratulated Finance Director Smith on his retirement.

15. ADJOURNMENT

Mayor Goh adjourned the meeting in commemoration of D-Day and those who sacrificed their lives for our freedom at 8:06 p.m.

_____

KAREN GOH
MAYOR of the City of Bakersfield

ATTEST:

_____

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

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019 Consent – Payments b.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

DATE: 5/10/2019

WARD:

SUBJECT: Receive and file department payments from May 24, 2019 to June 13, 2019 in the amount of $26,581,222.33, Self Insurance payments from May 24, 2019 to June 13, 2019, in the amount of $435,531.70, totaling $27,016,754.03.

STAFF RECOMMENDATION:

Staff recommends receiving and filing the report.

BACKGROUND:

ATTACHMENTS:

Description	Type
1-AP Check Register Admin 06-28-2019	Backup Material
2-EAP Check Register Admin 06-28-2019	Backup Material

FROM 5/24/2019 to 6/13/2019

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
691752	10047	MISC RECEIVABLE REFUND VENDOR	May 24, 2019	$60.00
691753	497	A T & T	May 30, 2019	$165.00
691754	26559	A 1 PRECISION BUILDERS	May 30, 2019	$2,910.00
691755	17111	AARDVARK	May 30, 2019	$658.50
691756	160	ALL THAT LETTERING SIGN COMPNY	May 30, 2019	$235.62
691757	29445	ALPINE CHRISTMAS TREE LLC	May 30, 2019	$244.00
691758	26713	ALTA PLANNING & DESIGN INC	May 30, 2019	$7,667.00
691759	1049	APPLIED LNG TECHNOLOGIES LLC	May 30, 2019	$12,731.04
691760	20521	ARIES INDUSTRIES INC	May 30, 2019	$359.67
691761	22588	ARROWHEAD FORENSICS	May 30, 2019	$1,558.10
691762	24274	ASHFORD, MARNIE	May 30, 2019	$65.54
691763	30350	ATTACHMATE CORPORATION	May 30, 2019	$3,477.30
691764	652	B A C S CO	May 30, 2019	$43.64
691765	675	BAKERSFIELD CALIFORNIAN	May 30, 2019	$125.09
691766	857	BAKERSFIELD S P C A	May 30, 2019	$1,254.29
691767	875	BAKERSFIELD TRUCK CENTER	May 30, 2019	$1,175.56
691768	13424	BARNES WELDING SUPPLY	May 30, 2019	$53.41
691769	21172	BLACKHOLE TECHNOLOGIES INC	May 30, 2019	$2,348.20
691770	28341	BOB'S AUTO GLASS INC	May 30, 2019	$528.23
691771	29638	BOISE MOBILE EQUIPMENT	May 30, 2019	$713,867.94
691772	22817	BORN AGAIN BODYWORKS	May 30, 2019	$11,110.76
691773	10351	BOWMAN ASPHALT	May 30, 2019	$134,570.73
691774	28382	BR FROST COMPANY	May 30, 2019	$21,232.96
691775	10267	BUDGET BOLT INC	May 30, 2019	$34.32
691776	27810	BURDICK, ZACHARY	May 30, 2019	$40.00
691777	1477	CAL VALLEY EQUIPMENT INC	May 30, 2019	$200.00
691778	1694	CALIFORNIA WATER SERVICE	May 30, 2019	$113,444.00
691779	1695	CALIFORNIA WATER SERVICE CO	May 30, 2019	$618,310.39
691780	1695	CALIFORNIA WATER SERVICE CO	May 30, 2019	$61,640.00
691781	1766	CAROLLO ENGINEERS INC	May 30, 2019	$4,000.00
691782	17239	CENTRAL VALLEY OCCUPATIONAL INC	May 30, 2019	$4,267.00
691783	30392	CLARK, SHERRY DVM	May 30, 2019	$715.00
691784	21588	COCA-COLA REFRESHMENTS	May 30, 2019	$3,181.54
691785	28762	COFFEY MGT LLC	May 30, 2019	$1,920.79
691786	25644	COPSPLUS INC	May 30, 2019	$176.78
691787	22374	CSI SERVICES INC	May 30, 2019	$7,786.00
691788	23132	CUEVAS, ADAN	May 30, 2019	$562.10
691789	25337	DAVES FLEET MAINT & TOWING INC	May 30, 2019	$110.00
691790	4140	DAVID JANES COMPANY	May 30, 2019	$68.93
691791	2442	DELANEY & AHLF DIESEL SERVICE INC	May 30, 2019	$1,633.68
691792	24213	DIAMOND H HAULING	May 30, 2019	$300.00
691793	14723	DONNOE & ASSOCIATES INC	May 30, 2019	$1,090.00
691794	24231	DORLIS, TOM	May 30, 2019	$25.00
691795	21765	DOW, AARON	May 30, 2019	$180.00
691796	28574	DR RONALD OSTROM	May 30, 2019	$1,000.00
691797	16954	DRAGOUN, SCOTT T	May 30, 2019	$200.00
691798	2752	ELBERT DISTRIBUTING	May 30, 2019	$126.26
691799	29246	EMPHASOURCE	May 30, 2019	$2,312.31
691800	11861	ES ENGINEERING SERVICES INC	May 30, 2019	$3,471.00
691801	2901	FEDEX	May 30, 2019	$178.51
691802	19657	FIRST CHOICE SERVICES INC	May 30, 2019	$277.92
691803	25339	FLEET SERVICES TOWING INC	May 30, 2019	$105.00
691804	3213	GALLS, LLC	May 30, 2019	$3,599.30
691805	308	GARDENERS SUPPLY INC	May 30, 2019	$492.28

FROM 5/24/2019 to 6/13/2019

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
691806	28064	GENERAL TREE SERVICE INC	May 30, 2019	$1,645.00
691807	3403	GOLDEN STATE PETERBILT	May 30, 2019	$714.74
691808	3427	GRAINGER INC, W W	May 30, 2019	$1,596.81
691809	3452	GRAYBAR ELECTRIC COMPANY	May 30, 2019	$207.19
691810	24247	GREGS PETROLEUM SERVICES INC	May 30, 2019	$206.73
691811	30387	GRUETZMACHER, KATIE	May 30, 2019	$147.00
691812	24139	GUTIERREZ TIRE & WHEEL INC	May 30, 2019	$4,143.08
691813	24429	H & E EQUIPMENT SERVICES LLC	May 30, 2019	$14,262.20
691814	3569	H & S BODY WORKS & TOWING	May 30, 2019	$3,192.36
691815	29964	HALIFAX SECURITY INC	May 30, 2019	$24,297.80
691816	3593	HALL LETTER SHOP	May 30, 2019	$2,104.29
691817	20996	HUNLEY, SARAH	May 30, 2019	$20.00
691818	23351	HUOT, CHRISTOPHER	May 30, 2019	$97.02
691819	3929	HYDRAULIC CONTROLS INC	May 30, 2019	$424.14
691820	28451	INTERNATIONAL COATINGS CO INC	May 30, 2019	$42,292.97
691821	19121	JOHNSON CONTROLS	May 30, 2019	$635.24
691822	19554	K & R TOWING	May 30, 2019	$35.00
691823	4529	KERN COUNTY PUBLIC WORKS	May 30, 2019	$149,699.27
691824	4439	KERN COUNTY WASTE MANAGEMENT	May 30, 2019	$115,139.44
691825	4573	KERN COUNTY WATER AGENCY	May 30, 2019	$8,119.18
691826	7492	KERN MACHINERY INC	May 30, 2019	$1,031.41
691827	4680	KERN RIVER POWER EQUIPMENT INC	May 30, 2019	$107.24
691828	4875	KNIGHTS PUMPING & PORTABLE SVC INC	May 30, 2019	$84.87
691829	26294	KRONOS INCORPORATED	May 30, 2019	$720.00
691830	14219	L A GRINDING INC	May 30, 2019	$45.00
691831	17229	L C ACTION SUPPLY INC	May 30, 2019	$1,441.57
691832	24004	LEWIS TOWING 2 INC	May 30, 2019	$150.00
691833	30244	MADSEN ROOFING & WATERPROOFING, INC	May 30, 2019	$444,313.02
691834	29558	MAIER, ROLAND	May 30, 2019	$25.00
691835	30393	MARANTOS, AUDREY	May 30, 2019	$1,819.74
691836	15029	MEDIA POST	May 30, 2019	$76.04
691837	27826	MESA, CHRISTOPHER	May 30, 2019	$2,549.28
691838	14119	METRO RECORD STORAGE INC	May 30, 2019	$699.96
691839	18520	METROPOLITAN RECYCLING LLC	May 30, 2019	$47,972.42
691840	19252	MEYER CIVIL ENGINEERING INC	May 30, 2019	$2,059.50
691841	24077	MICHEL AUTO TECH	May 30, 2019	$1,065.17
691842	1316	MICHELIN NORTH AMERICA INC	May 30, 2019	$12,411.29
691843	5510	MID TERM INC	May 30, 2019	$263.13
691844	5681	MOSS, ROBERT B JR	May 30, 2019	$95.00
691845	5688	MOTION INDUSTRIES INC	May 30, 2019	$479.27
691846	885	MSC INDUSTRIAL SUPPLY CO INC	May 30, 2019	$131.01
691847	30041	MULCHMASTER	May 30, 2019	$4,000.00
691848	22058	NET TRANSCRIPTS, INC.	May 30, 2019	$704.46
691849	28687	NV5 INC	May 30, 2019	$27,820.16
691850	264	OFFICE DEPOT BUSINESS SERVICES	May 30, 2019	$198.58
691851	14515	OXLEY'S PEST CONTROL INC	May 30, 2019	$250.00
691852	29655	P & A ADMINISTRATION SERVICES INC	May 30, 2019	$656.55
691853	6448	P T O SALES CORP / TRUCKPRO LLC	May 30, 2019	$402.60
691854	6122	PACIFIC POWER INC	May 30, 2019	$49.17
691855	29987	PACIFIC TENNIS COURTS INC	May 30, 2019	$18,970.70
691856	13209	PARKHOUSE TIRE INC	May 30, 2019	$2,286.35
691857	24029	PAYLESS TOWING	May 30, 2019	$105.00
691858	6263	PENSINGER TRAILER RENTALS	May 30, 2019	$71.29
691859	6376	PIONEER PAINT	May 30, 2019	$2,155.72

FROM 5/24/2019 to 6/13/2019

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
691860	21727	POTTERS INDUSTRIES LLC	May 30, 2019	$7,509.95
691861	178	PRAXAIR DISTRIBUTION INC	May 30, 2019	$401.28
691862	20713	RANDY'S TOWING LLC	May 30, 2019	$285.00
691863	3249	RAY GASKIN SERVICE INC	May 30, 2019	$1,634.85
691864	6682	RAYMONDS TROPHY AND AWARDS	May 30, 2019	$157.18
691865	28480	READY REFRESH	May 30, 2019	$47.23
691866	26863	RIOS, RICHARD	May 30, 2019	$86.50
691867	29487	ROGERS, SEAN	May 30, 2019	$120.00
691868	29099	ROTATIONAL MOLDING INC	May 30, 2019	$29,087.20
691869	6915	ROUND-UP FEED AND PET SUPPLY	May 30, 2019	$199.45
691870	28000	RUSH TRUCK CENTERS OF CAL INC	May 30, 2019	$50.60
691871	18072	SAFETY TEK INDUSTRIES INC	May 30, 2019	$90.00
691872	12665	SAN JOAQUIN FENCE & SUPPLY	May 30, 2019	$3,669.50
691873	27361	SC FUELS	May 30, 2019	$7,584.35
691874	25619	SCS TRACER ENVIRONMENTAL	May 30, 2019	$2,750.00
691875	25246	SIGLER INC	May 30, 2019	$208.20
691876	18005	SLATER PLUMBING & MECHANICAL	May 30, 2019	$575.00
691877	7434	SMART & FINAL IRIS COMPANY	May 30, 2019	$215.32
691878	7459	SNIDER'S INC	May 30, 2019	$60.51
691879	23989	SNOW, CASEY	May 30, 2019	$2,697.26
691880	28669	SOFTWARE ONE INC	May 30, 2019	$382.62
691881	11566	SOIL CONTROL LAB INC	May 30, 2019	$1,452.00
691882	22473	SOILS ENGINEERING INC	May 30, 2019	$6,200.00
691883	27951	SOLENIS LLC	May 30, 2019	$645.27
691884	11907	SPARKLETTS/SIERRA SPRINGS	May 30, 2019	$832.42
691885	7609	SPRINT	May 30, 2019	$340.00
691886	70488	STATEWIDE TRAFFIC SAFETY & SIGNS	May 30, 2019	$445.87
691887	25704	SUAREZ, GEORGE	May 30, 2019	$61.86
691888	28496	SUPPLYWORKS	May 30, 2019	$1,393.96
691889	7750	SURFACE PUMPS INC	May 30, 2019	$2,489.75
691890	28832	T-MOBILE USA	May 30, 2019	$357.00
691891	30345	TAPE DIRECT INC	May 30, 2019	$1,985.00
691892	276	TAYLOR EQUIPMENT & REPAIR, INC	May 30, 2019	$2,848.44
691893	25338	TEN EIGHT TOW INC	May 30, 2019	$105.00
691894	30366	THETA LABORATORIES INC	May 30, 2019	$2,330.54
691895	22218	TOPETE, LUIS	May 30, 2019	$278.66
691896	96	TYACK TIRES INC	May 30, 2019	$1,128.07
691897	15212	U.S. BEHAVIORAL HEALTH PLAN	May 30, 2019	$1,177.60
691898	584	ULINE SHIPPING SUPPLY	May 30, 2019	$322.43
691899	8316	UNITED LABORATORIES	May 30, 2019	$903.67
691900	10428	UNITED REFRIGERATION INC	May 30, 2019	$264.53
691901	8478	VALLEY DECAL INC	May 30, 2019	$1,022.96
691902	28563	WILSONS INDUSTRIAL PUMP	May 30, 2019	$15,253.92
691903	26909	YORK RISK SERVICES GROUP INC	May 30, 2019	$18,299.17
691904	17690	ZONES	May 30, 2019	$598.94
691906	28	A C ELECTRIC COMPANY	May 30, 2019	$136,907.00
691907	18484	A T & T	May 30, 2019	$301.34
691909	78	ADVANCED DISTRIBUTION CO	May 30, 2019	$6,542.39
691910	12516	AIMS	May 30, 2019	$219.00
691913	8530	AMERIPRIDE UNIFORM SERVICES	May 30, 2019	$4,113.70
691914	10199	BAKERSFIELD CITY EMPLOYEE	May 30, 2019	$1,128.00
691915	10320	BAKERSFIELD HOMELESS CENTER	May 30, 2019	$18,139.00
691920	1696	CALIFORNIA WATER SERVICE	May 30, 2019	$75,081.53
691921	25426	CALSAE	May 30, 2019	$379.00

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
691922	25332	CITIZENS BUSINESS BANK	May 30, 2019	$5,685,100.00
691923	11937	CITY OF BAKERSFIELD	May 30, 2019	$26.88
691924	11937	CITY OF BAKERSFIELD	May 30, 2019	$2,775.15
691926	3427	GRAINGER INC, W W	May 30, 2019	$2,719.70
691929	7933	HOME DEPOT	May 30, 2019	$2,904.85
691930	4435	KERN COUNTY CLERKS	May 30, 2019	$2,354.75
691931	4435	KERN COUNTY CLERKS	May 30, 2019	$4,709.50
691932	4577	KERN DELTA WATER DIST	May 30, 2019	$14.80
691933	4677	KERN REFUSE DISPOSAL, INC	May 30, 2019	$143,199.84
691935	4740	KERN TURF SUPPLY	May 30, 2019	$6,525.06
691937	15624	LOWE'S HOME IMPROVEMENT	May 30, 2019	$1,691.02
691938	12627	MARDEROSIAN & COHEN	May 30, 2019	$46,662.06
691940	24279	O'REILLY AUTO PARTS	May 30, 2019	$421.44
691941	6114	PACIFIC GAS & ELECTRIC COMPANY	May 30, 2019	$53,716.80
691942	7623	STATE CONTROLLER	May 30, 2019	$150.00
691943	11709	STATE OF CALIFORNIA	May 30, 2019	$115.00
691944	7637	SWRCB - STORM WATER SECTION	May 30, 2019	$2,038.00
691945	12235	TOO FAT SANDWICHES	May 30, 2019	$590.20
691946	10037	MISCELLANEOUS TRUST VENDOR	May 31, 2019	$15.00
691947	15461	ALVIDREZ, TONY M	May 31, 2019	$26.33
691948	359	ANDERSON, ALLEN M	May 31, 2019	$6.13
691949	24927	ARRIBILLAGA, ROSEMARIE	May 31, 2019	$42.50
691950	70249	BAKERSFIELD PLUMBING CO INC	May 31, 2019	$400.00
691951	15209	BERTRAND, FLOYD	May 31, 2019	$18.88
691952	1111	BLACKBURN, CLEO	May 31, 2019	$26.33
691953	17192	BOWEN, CECIL	May 31, 2019	$35.05
691954	10037	MISCELLANEOUS TRUST VENDOR	May 31, 2019	$67.00
691955	1463	CADENA, JAKE	May 31, 2019	$26.33
691956	1771	CARROLL, EUGENE J	May 31, 2019	$13.07
691957	12575	CARRUESCO, GARY	May 31, 2019	$4,073.59
691958	10037	MISCELLANEOUS TRUST VENDOR	May 31, 2019	$200.00
691959	12236	COLBURN, NORMA	May 31, 2019	$42.50
691960	70017	CONCASTCO	May 31, 2019	$400.00
691961	2224	CORE, FLORN R	May 31, 2019	$42.50
691962	10697	CRAWFORD, KAREN	May 31, 2019	$4.42
691963	10037	MISCELLANEOUS TRUST VENDOR	May 31, 2019	$465.00
691964	10037	MISCELLANEOUS TRUST VENDOR	May 31, 2019	$200.00
691965	2435	DE LAURIE, JERRY	May 31, 2019	$13.07
691966	2630	DOYLE, MIKE	May 31, 2019	$32.64
691967	70531	EVOLA, AMY N	May 31, 2019	$4,910.00
691968	11696	FRALEY, DEBORAH	May 31, 2019	$18.18
691969	10047	MISC RECEIVABLE REFUND VENDOR	May 31, 2019	$77.85
691970	12742	GEORGE, PRESTON	May 31, 2019	$26.33
691971	3360	GILLBURG, GEORGE	May 31, 2019	$26.33
691972	25970	HACKER, ROBERT	May 31, 2019	$42.50
691973	11942	HALL, DENNIS	May 31, 2019	$26.33
691974	3770	HERRERA, FRANK R	May 31, 2019	$26.11
691975	70532	HUFFMAN & DOWNS MAINTENANCE	May 31, 2019	$2,916.00
691976	11438	HUNTINGTON, LORRAINE	May 31, 2019	$25.41
691977	22017	IKEA	May 31, 2019	$500.00
691978	16912	JOHN BALFANZ HOMES INC	May 31, 2019	$15,200.00
691979	24194	JOHNSON, CLARISSE	May 31, 2019	$26.33
691980	27671	KELLER, MAXINE	May 31, 2019	$42.50
691981	15335	KERN COUNTY COUNSEL	May 31, 2019	$130.90

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
691982	21175	KISBEY, KAREN	May 31, 2019	$13.07
691983	5163	LOPEZ, FRANK	May 31, 2019	$26.33
691984	24061	MAHAFFEY, BOBBY	May 31, 2019	$26.33
691985	10600	MOYER, MICKEY D.	May 31, 2019	$42.50
691986	5896	NEWTON, KENNETH RAY	May 31, 2019	$12.85
691987	30170	O RAND, BOB L	May 31, 2019	$26.33
691988	5963	OFFENBURGER, BILL	May 31, 2019	$42.50
691989	10047	MISC RECEIVABLE REFUND VENDOR	May 31, 2019	$18.22
691990	27975	OWEN, M ROSE	May 31, 2019	$6.13
691991	29655	P & A ADMINISTRATION SERVICES INC	May 31, 2019	$5,698.68
691992	29655	P & A ADMINISTRATION SERVICES INC	May 31, 2019	$227.55
691993	70530	PAULIN INDUSTRIES INC	May 31, 2019	$4,601.36
691994	11451	PHILLIPS, SHIRLEY A	May 31, 2019	$4.42
691995	6353	PIK WEST INSURANCE	May 31, 2019	$15,930.00
691996	12132	QUON, MICHAEL F	May 31, 2019	$35.05
691997	28060	ROBERTS, EMMA	May 31, 2019	$42.50
691998	10037	MISCELLANEOUS TRUST VENDOR	May 31, 2019	$5.00
691999	7337	SHERFY, ROBERT M.	May 31, 2019	$35.05
692000	7357	SHERMAN, THOMAS	May 31, 2019	$26.33
692001	7351	SHIPES, HENRY	May 31, 2019	$26.33
692002	10037	MISCELLANEOUS TRUST VENDOR	May 31, 2019	$49.00
692003	10037	MISCELLANEOUS TRUST VENDOR	May 31, 2019	$15.00
692004	20357	TEUTIMEZ, DONALD	May 31, 2019	$25.41
692005	10037	MISCELLANEOUS TRUST VENDOR	May 31, 2019	$200.00
692006	26861	TORRES, SHIRLEY	May 31, 2019	$26.33
692007	24193	URSIN, MARGARET	May 31, 2019	$42.50
692008	29174	VALLIANT, JOHN	May 31, 2019	$1.31
692009	17940	VINCENT, LESLIE	May 31, 2019	$6.83
692010	15380	WILLIAMS, ISABEL	May 31, 2019	$26.33
692011	9052	WISHAM, DARLENE	May 31, 2019	$26.33
692012	28865	BLUE SHIELD OF CALIFORNIA	May 31, 2019	$648,732.78
692013	30322	GRAYSHIFT LLC	May 31, 2019	$15,075.00
692014	12857	KAISER PERMANENTE	May 31, 2019	$35,718.84
692015	29221	UNITED CONCORDIA DENTAL PLANS OF CA	May 31, 2019	$4,851.40
692016	10204	ASSOCIATION BKFD POLICE OFFICER FCU	May 31, 2019	$14,272.43
692017	10211	BAKERSFIELD FIREMEN	May 31, 2019	$9,289.57
692018	10200	BAKERSFIELD FIREMEN RELIEF ASS	May 31, 2019	$7,642.04
692019	10203	BAKERSFIELD POLICE BENEFIT	May 31, 2019	$25,761.79
692020	10205	MUTUAL BENEFIT ASSOCIATION	May 31, 2019	$1,965.81
692021	26810	RELIASTAR LIFE INSURANCE CO	May 31, 2019	$1,844.79
692022	22324	SEIU LOCAL 521	May 31, 2019	$14,744.44
692023	25208	ACCESS CONTROLS INC	Jun 6, 2019	$1,200.00
692024	20576	ACTION GLASS INC	Jun 6, 2019	$5,281.38
692025	78	ADVANCED DISTRIBUTION CO	Jun 6, 2019	$4,655.74
692026	25074	AEP CALIFORNIA LLC	Jun 6, 2019	$8,490.20
692027	12516	AIMS	Jun 6, 2019	$39,094.50
692028	19696	ALEMAN, KIMBERLY	Jun 6, 2019	$95.70
692029	30188	ALVA, OMAR	Jun 6, 2019	$125.00
692030	13049	ARMA COATINGS OF BAKERSFIELD	Jun 6, 2019	$1,542.56
692031	675	BAKERSFIELD CALIFORNIAN	Jun 6, 2019	$1,580.16
692032	11684	BAKERSFIELD CALIFORNIAN	Jun 6, 2019	$2,180.92
692033	10320	BAKERSFIELD HOMELESS CENTER	Jun 6, 2019	$8,052.92
692034	841	BAKERSFIELD RUBBER STAMP CO	Jun 6, 2019	$36.70
692035	850	BAKERSFIELD SENIOR CENTER	Jun 6, 2019	$10,081.08

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692036	11248	BANKS PEST CONTROL	Jun 6, 2019	$85.00
692037	16387	BERHOW, JUSTIN	Jun 6, 2019	$108.24
692038	29350	BEST SMOG & TUNE UP	Jun 6, 2019	$59.75
692039	23444	BILLINGSLEY, MATTHEW	Jun 6, 2019	$279.00
692040	21172	BLACKHOLE TECHNOLOGIES INC	Jun 6, 2019	$70.00
692041	15538	BOLLES NURSERY LANDSCAPE	Jun 6, 2019	$988.84
692042	16873	BOWLES, CHRISTOPHER S	Jun 6, 2019	$165.00
692043	28382	BR FROST COMPANY	Jun 6, 2019	$19,635.00
692044	30403	BROADMAN, HOWARD R, PRIVATE JUDGE A	Jun 6, 2019	$1,125.00
692045	1271	BROCKS TRAILER	Jun 6, 2019	$1,685.18
692046	1314	BROWNELLS INC	Jun 6, 2019	$208.75
692047	613	BSK ASSOCIATES	Jun 6, 2019	$7,260.00
692048	10267	BUDGET BOLT INC	Jun 6, 2019	$370.83
692049	24706	CAPILLA, PATRICK	Jun 6, 2019	$125.00
692050	27476	CARTER, ADELINA	Jun 6, 2019	$38.00
692051	22703	CEJA, MIGUEL	Jun 6, 2019	$125.00
692052	26731	CENTRISYS CORPORATION	Jun 6, 2019	$9,774.50
692053	1888	CHAMPION HARDWARE	Jun 6, 2019	$1,007.99
692054	2016	CLARK PEST CONTROL INC	Jun 6, 2019	$300.00
692055	29517	COOPERS PETROLEUM DISTRIBUTOR INC	Jun 6, 2019	$3,601.07
692056	23309	CORONADO, MICHAEL	Jun 6, 2019	$2,867.00
692057	30409	COYLE, KEVIN	Jun 6, 2019	$38.00
692058	27296	D & D DISPOSAL INC	Jun 6, 2019	$924.00
692059	4140	DAVID JANES COMPANY	Jun 6, 2019	$45.94
692060	29531	DAVIS, BRANDON	Jun 6, 2019	$460.00
692061	1048	DLT SOLUTIONS LLC	Jun 6, 2019	$3,594.00
692062	18544	DUANE MORRIS LLP	Jun 6, 2019	$60,000.00
692063	28383	DYNAMIC PRECAST CO INC	Jun 6, 2019	$7,469.25
692064	16336	EDDY, DENNIS	Jun 6, 2019	$1,600.00
692065	28725	ELITE SIGNS AND PROMOTIONS	Jun 6, 2019	$190.00
692066	23720	ERNEST PACKING SOLUTIONS INC	Jun 6, 2019	$1,518.21
692067	2901	FEDEX	Jun 6, 2019	$32.64
692068	19657	FIRST CHOICE SERVICES INC	Jun 6, 2019	$534.42
692069	16455	FLORES, JAIME	Jun 6, 2019	$320.92
692070	23311	GARCIA, JUAN DURAN	Jun 6, 2019	$425.00
692071	27879	GARDNER DENVER NASH	Jun 6, 2019	$2,211.89
692072	28064	GENERAL TREE SERVICE INC	Jun 6, 2019	$14,424.00
692073	3358	GILLIAM & SONS INC	Jun 6, 2019	$22,588.00
692074	18722	GLOBALSTAR USA INC	Jun 6, 2019	$89.62
692075	28759	GONZALES, JAIME	Jun 6, 2019	$125.00
692076	3452	GRAYBAR ELECTRIC COMPANY	Jun 6, 2019	$612.32
692077	21689	GRIEGO, CECELIA	Jun 6, 2019	$38.00
692078	18893	GRIMES, JEREMY	Jun 6, 2019	$276.00
692079	29815	GRIMM, DAVID	Jun 6, 2019	$363.00
692080	28290	GUEVARA, MATTHEW	Jun 6, 2019	$125.00
692081	22068	GUTIERREZ, RICHARD	Jun 6, 2019	$125.00
692082	3571	H & S HOSE & SUPPLY INC	Jun 6, 2019	$1,263.49
692083	3593	HALL LETTER SHOP	Jun 6, 2019	$21,956.52
692084	17535	HERRERA, ISRAEL	Jun 6, 2019	$43.28
692085	7933	HOME DEPOT	Jun 6, 2019	$712.28
692086	30391	HOME DEPOT PRO	Jun 6, 2019	$4,609.26
692087	18263	HUB CONSTRUCTION SPECIALTIES INC	Jun 6, 2019	$126.44
692088	26186	HUBER TECHNOLOGY INC	Jun 6, 2019	$510.12
692089	3929	HYDRAULIC CONTROLS INC	Jun 6, 2019	$1,209.30

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
692090	27898	IES ENGINEERING	Jun 6, 2019	$2,050.48
692091	24099	J GARCIA TRUCKING INC	Jun 6, 2019	$2,850.00
692092	26622	JOHNSON CONTROLS SECURITY SOLUTIONS	Jun 6, 2019	$836.95
692093	4243	JORGENSEN & CO	Jun 6, 2019	$55.27
692094	28989	K & I SERVICES INC	Jun 6, 2019	$1,788.00
692095	27250	KARISH INDUSTRIES	Jun 6, 2019	$791.51
692096	30405	KELLEY, TREVOR WILLIAM RICHARD	Jun 6, 2019	$2,579.46
692097	22379	KEMIRA WATER SOLUTIONS INC	Jun 6, 2019	$6,529.76
692098	4528	KERN COUNTY PUBLIC HEALTH SERV	Jun 6, 2019	$22,103.10
692099	4581	KERN ELECTRIC DISTRIBUTORS	Jun 6, 2019	$6,274.55
692100	7492	KERN MACHINERY INC	Jun 6, 2019	$501.12
692101	26248	KERN PRINT SERVICES INC	Jun 6, 2019	$587.30
692102	4680	KERN RIVER POWER EQUIPMENT INC	Jun 6, 2019	$2,188.42
692103	4701	KERN SPRINKLER LANDSCAPING INC	Jun 6, 2019	$18,786.32
692104	4790	KGET TV	Jun 6, 2019	$2,050.00
692105	26294	KRONOS INCORPORATED	Jun 6, 2019	$360.00
692106	29810	K9 TACTICAL GEAR INC	Jun 6, 2019	$1,763.59
692107	14219	L A GRINDING INC	Jun 6, 2019	$45.00
692108	30315	LARRY WILLIAMS PILOT SERVICES	Jun 6, 2019	$1,476.91
692109	25190	MEMORIAL OCCUPATIONAL MEDICINE	Jun 6, 2019	$14,182.00
692110	14119	METRO RECORD STORAGE INC	Jun 6, 2019	$28.00
692111	18520	METROPOLITAN RECYCLING LLC	Jun 6, 2019	$60,915.07
692112	19252	MEYER CIVIL ENGINEERING INC	Jun 6, 2019	$8,610.00
692114	1316	MICHELIN NORTH AMERICA INC	Jun 6, 2019	$18,775.13
692115	5547	MINUTEMAN PRESS	Jun 6, 2019	$949.41
692116	18949	MOLINA, FRANK	Jun 6, 2019	$132.00
692117	30404	MONTANIO, TRACIE ANN	Jun 6, 2019	$126.45
692118	5666	MORGAN, ROBERT	Jun 6, 2019	$470.37
692119	18659	MORPHIS, SEAN	Jun 6, 2019	$302.00
692120	26096	MURPHY, DENA	Jun 6, 2019	$754.76
692121	5790	MUXLOW CONSTRUCTION	Jun 6, 2019	$1,650.00
692122	20361	NOSSAMAN LLP	Jun 6, 2019	$35,636.33
692123	28687	NV5 INC	Jun 6, 2019	$722.57
692124	3910	O'CONNOR PEST CONTROL	Jun 6, 2019	$380.00
692125	10361	OPEN & SHUT ENTERPRISES	Jun 6, 2019	$360.00
692126	22301	OVERLAND PACIFIC & CUTLER INC	Jun 6, 2019	$123,730.17
692127	30410	PENA, JOSHUA	Jun 6, 2019	$1,364.00
692128	6263	PENSINGER TRAILER RENTALS	Jun 6, 2019	$3,323.33
692129	25424	PET WASTE ELIMINATOR	Jun 6, 2019	$866.00
692130	22530	PHIPPEN, GLENN	Jun 6, 2019	$302.00
692131	28405	PRATT, CHARLES	Jun 6, 2019	$363.00
692132	178	PRAXAIR DISTRIBUTION INC	Jun 6, 2019	$1,614.28
692133	13167	PRONOVOST, GREGORY	Jun 6, 2019	$66.70
692134	18960	QUEEN, JASON J.	Jun 6, 2019	$200.00
692135	20713	RANDY'S TOWING LLC	Jun 6, 2019	$35.00
692136	3249	RAY GASKIN SERVICE INC	Jun 6, 2019	$369.83
692137	6682	RAYMONDS TROPHY AND AWARDS	Jun 6, 2019	$243.71
692138	28480	READY REFRESH	Jun 6, 2019	$87.16
692139	28837	RICHARDS CRANE SERVICE LLC	Jun 6, 2019	$5,968.57
692140	6617	RLH FIRE PROTECTION	Jun 6, 2019	$264.75
692141	18891	ROARK, MELISSA	Jun 6, 2019	$1,380.00
692142	12699	ROCKMOUNT RESEARCH & ALLOYS INC	Jun 6, 2019	$1,027.60
692143	22633	RODRIGUEZ, LOUIS	Jun 6, 2019	$363.00
692144	6915	ROUND-UP FEED AND PET SUPPLY	Jun 6, 2019	$167.27

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692145	12665	SAN JOAQUIN FENCE & SUPPLY	Jun 6, 2019	$6,506.40
692146	27232	SCELZI EQUIPMENT INC	Jun 6, 2019	$1,949.14
692147	21489	SCP DISTRIBUTORS LLC	Jun 6, 2019	$6,074.15
692148	29729	SCREEN 2 CRUSH INC	Jun 6, 2019	$28,314.00
692149	7283	SEQUOIA PAINT COMPANY INC	Jun 6, 2019	$200.05
692150	7290	SERVICEMASTER OF BAKERSFIELD	Jun 6, 2019	$1,990.00
692151	7374	SIERRA PRINTERS INC	Jun 6, 2019	$16,765.80
692152	29322	SITEONE LANDSCAPE SUPPLY HOLDING	Jun 6, 2019	$53.61
692153	7434	SMART & FINAL IRIS COMPANY	Jun 6, 2019	$376.56
692154	23428	SMITH, MITCHELL	Jun 6, 2019	$168.20
692155	23456	SORENSON,VERNON MD INC	Jun 6, 2019	$179.19
692156	11907	SPARKLETTS/SIERRA SPRINGS	Jun 6, 2019	$254.42
692157	29986	STANDARD PLUMBING SUPPLY DBA FLOYDS	Jun 6, 2019	$160.83
692158	20245	STRATTON, BRENT	Jun 6, 2019	$2,984.44
692159	28832	T-MOBILE USA	Jun 6, 2019	$2,900.00
692160	21158	TARGET SPECIALTY PRODUCTS	Jun 6, 2019	$7,208.95
692161	29053	TATES JANITORIAL SERVICE	Jun 6, 2019	$4,261.25
692162	851	TENNANT COMPANY	Jun 6, 2019	$3,522.08
692163	27343	THE MISSION AT KERN COUNTY	Jun 6, 2019	$4,507.50
692164	27732	THOMAS, MATTHEW	Jun 6, 2019	$125.00
692165	70200	TRINITY SAFETY CO	Jun 6, 2019	$179.02
692166	20359	TURF STAR INC	Jun 6, 2019	$273.93
692167	96	TYACK TIRES INC	Jun 6, 2019	$719.40
692168	584	ULINE SHIPPING SUPPLY	Jun 6, 2019	$1,740.29
692169	10428	UNITED REFRIGERATION INC	Jun 6, 2019	$67.83
692170	8520	VALLEY POWER SYSTEMS, INC	Jun 6, 2019	$22.10
692171	25411	VILLEGAS, JORGE	Jun 6, 2019	$125.00
692172	29213	WATKINS, AARON	Jun 6, 2019	$2,948.19
692173	27836	WATTREE, TRISHA	Jun 6, 2019	$363.00
692174	30359	WEBSTER, TOM	Jun 6, 2019	$158.05
692175	17302	WEST MARK SERVICE CENTERS	Jun 6, 2019	$2,289.04
692176	21212	WHITE CAP CONSTRUCTION SUPPLY	Jun 6, 2019	$112.78
692177	9244	ZEP MANUFACTURING COMPANY	Jun 6, 2019	$801.63
692178	28544	ZOLL MEDICAL CORPORATION	Jun 6, 2019	$1,467.25
692179	17690	ZONES	Jun 6, 2019	$25,675.01
692180	25879	ZOOM IMAGING SOLUTIONS, INC.	Jun 6, 2019	$380.12
692182	8530	AMERIPRIDE UNIFORM SERVICES	Jun 6, 2019	$1,336.22
692183	18159	C W E A	Jun 6, 2019	$276.00
692184	1696	CALIFORNIA WATER SERVICE	Jun 6, 2019	$7,480.61
692185	2469	DEPARTMENT OF JUSTICE	Jun 6, 2019	$1,327.00
692188	3213	GALLS, LLC	Jun 6, 2019	$20,156.08
692190	3427	GRAINGER INC, W W	Jun 6, 2019	$1,816.22
692193	4740	KERN TURF SUPPLY	Jun 6, 2019	$4,744.94
692194	15624	LOWE'S HOME IMPROVEMENT	Jun 6, 2019	$3,295.21
692195	26636	MEDINA, GUSTAVO	Jun 6, 2019	$428.89
692196	23777	NATIONAL FISH & WILDLIFE FOUNDATION	Jun 6, 2019	$138,600.00
692197	14088	PACIFIC GAS & ELECTRIC	Jun 6, 2019	$53.87
692199	6114	PACIFIC GAS & ELECTRIC COMPANY	Jun 6, 2019	$33,203.44
692201	6376	PIONEER PAINT	Jun 6, 2019	$8,444.49
692202	7509	SOCALGAS	Jun 6, 2019	$34.85
692203	29582	STOCKBRIDGE GENERAL CONTRACTING	Jun 6, 2019	$244,181.98
692204	30181	STURGEON ELECTRIC CALIFORNIA LLC	Jun 6, 2019	$97,844.30
692205	5158	W M LYLES COMPANY	Jun 6, 2019	$265,822.38
692207	14647	WAXIE SANITARY SUPPLY INC	Jun 6, 2019	$3,282.36

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
692208	30002	MEDICAL EYE SERVICE COMPANY	Jun 6, 2019	$5,016.22
692209	26810	RELIASTAR LIFE INSURANCE CO	Jun 6, 2019	$3,682.66
692210	30027	U S BANK - PARS #6746022400	Jun 6, 2019	$4,319.10
692211	30029	UNITED CONCORDIA DENTAL PLANS OF CA	Jun 6, 2019	$48,793.75
692212	30020	UNUM	Jun 6, 2019	$5,075.86
692213	70533	ADCC UNIVERSITY CENTRE #3 LLC	Jun 7, 2019	$1,076.67
692214	10037	MISCELLANEOUS TRUST VENDOR	Jun 7, 2019	$123.00
692215	10037	MISCELLANEOUS TRUST VENDOR	Jun 7, 2019	$90.66
692216	10037	MISCELLANEOUS TRUST VENDOR	Jun 7, 2019	$90.66
692217	28887	ALLIANT INSURANCE SERVICES, INC	Jun 7, 2019	$15,176.00
692218	10037	MISCELLANEOUS TRUST VENDOR	Jun 7, 2019	$46.00
692219	10037	MISCELLANEOUS TRUST VENDOR	Jun 7, 2019	$52.69
692220	10047	MISC RECEIVABLE REFUND VENDOR	Jun 7, 2019	$97.06
692221	10047	MISC RECEIVABLE REFUND VENDOR	Jun 7, 2019	$250.63
692222	10047	MISC RECEIVABLE REFUND VENDOR	Jun 7, 2019	$250.63
692223	10047	MISC RECEIVABLE REFUND VENDOR	Jun 7, 2019	$180.08
692224	25940	BACA, ANTHONY	Jun 7, 2019	$189.00
692225	10047	MISC RECEIVABLE REFUND VENDOR	Jun 7, 2019	$91.69
692226	10047	MISC RECEIVABLE REFUND VENDOR	Jun 7, 2019	$145.00
692227	15706	BRINSON, DANNY	Jun 7, 2019	$107.24
692228	10047	MISC RECEIVABLE REFUND VENDOR	Jun 7, 2019	$186.38
692229	10037	MISCELLANEOUS TRUST VENDOR	Jun 7, 2019	$107.00
692230	10037	MISCELLANEOUS TRUST VENDOR	Jun 7, 2019	$53.54
692231	10037	MISCELLANEOUS TRUST VENDOR	Jun 7, 2019	$49.00
692232	10047	MISC RECEIVABLE REFUND VENDOR	Jun 7, 2019	$106.23
692233	29715	GARZA, ISAAC	Jun 7, 2019	$118.60
692234	28906	GILLEY, JONATHAN	Jun 7, 2019	$178.78
692235	13791	HALE, MICHAEL	Jun 7, 2019	$115.00
692236	10037	MISCELLANEOUS TRUST VENDOR	Jun 7, 2019	$90.66
692237	10047	MISC RECEIVABLE REFUND VENDOR	Jun 7, 2019	$1,204.95
692238	10047	MISC RECEIVABLE REFUND VENDOR	Jun 7, 2019	$1,969.55
692239	24241	HUB INTERNATIONAL	Jun 7, 2019	$280.84
692240	10047	MISC RECEIVABLE REFUND VENDOR	Jun 7, 2019	$75.40
692241	4429	KERN COUNTY AUDITOR CONTROLLER	Jun 7, 2019	$1,398.10
692242	4435	KERN COUNTY CLERKS	Jun 7, 2019	$750.00
692243	70133	KERN PACIFIC CONSTRUCTION	Jun 7, 2019	$4,832.00
692244	10047	MISC RECEIVABLE REFUND VENDOR	Jun 7, 2019	$20.00
692245	10037	MISCELLANEOUS TRUST VENDOR	Jun 7, 2019	$33.00
692246	10037	MISCELLANEOUS TRUST VENDOR	Jun 7, 2019	$319.02
692247	10047	MISC RECEIVABLE REFUND VENDOR	Jun 7, 2019	$125.42
692248	26819	MAXWELL, TERRY	Jun 7, 2019	$254.15
692249	10047	MISC RECEIVABLE REFUND VENDOR	Jun 7, 2019	$941.46
692250	28676	MCNABB, KYLE	Jun 7, 2019	$289.00
692251	6855	MCVICKER, LINDA	Jun 7, 2019	$53.70
692252	10037	MISCELLANEOUS TRUST VENDOR	Jun 7, 2019	$90.66
692253	70472	MICOM INC	Jun 7, 2019	$200.00
692254	28366	MINOR, TYLER	Jun 7, 2019	$408.85
692255	10047	MISC RECEIVABLE REFUND VENDOR	Jun 7, 2019	$45.49
692256	10037	MISCELLANEOUS TRUST VENDOR	Jun 7, 2019	$196.00
692257	10037	MISCELLANEOUS TRUST VENDOR	Jun 7, 2019	$96.00
692258	10114	O'DONLEY, LONI	Jun 7, 2019	$52.00
692259	10037	MISCELLANEOUS TRUST VENDOR	Jun 7, 2019	$59.26
692260	10047	MISC RECEIVABLE REFUND VENDOR	Jun 7, 2019	$218.38
692261	10047	MISC RECEIVABLE REFUND VENDOR	Jun 7, 2019	$1,073.63

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
692262	10037	MISCELLANEOUS TRUST VENDOR	Jun 7, 2019	$61.48
692263	10037	MISCELLANEOUS TRUST VENDOR	Jun 7, 2019	$90.66
692264	10047	MISC RECEIVABLE REFUND VENDOR	Jun 7, 2019	$5,073.42
692265	10037	MISCELLANEOUS TRUST VENDOR	Jun 7, 2019	$65.00
692266	10037	MISCELLANEOUS TRUST VENDOR	Jun 7, 2019	$90.66
692267	70126	SIERRA OAKS PARTNERS LLC	Jun 7, 2019	$75,000.00
692268	30264	SMITH, JACQUELINE	Jun 7, 2019	$12.00
692269	10037	MISCELLANEOUS TRUST VENDOR	Jun 7, 2019	$303.00
692270	29365	STONE, ROSA	Jun 7, 2019	$96.20
692271	26024	SUMMIT CAPITAL VENTURES LLC	Jun 7, 2019	$10,200.00
692272	10047	MISC RECEIVABLE REFUND VENDOR	Jun 7, 2019	$119.89
692273	10047	MISC RECEIVABLE REFUND VENDOR	Jun 7, 2019	$72.33
692274	70393	THE PLUMBING DOC	Jun 7, 2019	$400.00
692275	70378	TRAFFIC MANAGEMENT INC	Jun 7, 2019	$200.00
692276	10047	MISC RECEIVABLE REFUND VENDOR	Jun 7, 2019	$525.74
692277	28829	VASQUEZ, ROSARIO	Jun 7, 2019	$81.25
692278	25411	VILLEGAS, JORGE	Jun 7, 2019	$50.00
692279	70097	W M LYLES COMPANY	Jun 7, 2019	$1,400.00
692280	27754	WILKENING, MARY	Jun 7, 2019	$243.75
692281	10037	MISCELLANEOUS TRUST VENDOR	Jun 7, 2019	$90.66
692282	28488	WOOD, VICTORIA	Jun 7, 2019	$153.56
692283	10047	MISC RECEIVABLE REFUND VENDOR	Jun 7, 2019	$60.00
692284	10047	MISC RECEIVABLE REFUND VENDOR	Jun 7, 2019	$381.47
692285	10047	MISC RECEIVABLE REFUND VENDOR	Jun 7, 2019	$145.00
692286	10047	MISC RECEIVABLE REFUND VENDOR	Jun 7, 2019	$217.77
692287	10292	CITY OF BAKERSFIELD	Jun 7, 2019	$0.33
692288	30412	HALL, LAVONNE	Jun 7, 2019	$2,344.66
692289	22839	SECURITY PAVING CO, INC	Jun 7, 2019	$1,391,448.00
692290	28	A C ELECTRIC COMPANY	Jun 13, 2019	$17,277.97
692291	22346	ABACUS I M T INC	Jun 13, 2019	$4,678.44
692292	30229	ABM INDUSTRY GROUPS LLC	Jun 13, 2019	$808.07
692293	81	ADVANCED DATA STORAGE INC	Jun 13, 2019	$518.75
692294	25365	AECOM TECHNICAL SERVICES INC	Jun 13, 2019	$51,291.07
692295	29867	AGENCY360	Jun 13, 2019	$5,000.00
692296	29450	ALL AMERICAN UNIFORMS LLC	Jun 13, 2019	$94.72
692297	19496	ALL PRO CLEANING SERVICE	Jun 13, 2019	$600.00
692298	29956	ALLIED NETWORK SOLUTIONS INC	Jun 13, 2019	$5,807.58
692299	28688	ALLIED UNIVERSAL SECURITY SERVICES	Jun 13, 2019	$9,044.76
692300	176	ALLSTAR FIRE EQUIPMENT	Jun 13, 2019	$4,876.65
692301	987	AMERICAN FABRICATION	Jun 13, 2019	$1,780.35
692302	27366	AMERICAN MESSAGING	Jun 13, 2019	$329.79
692303	29827	AMS LEGAL SUPPORT SERVICES INC	Jun 13, 2019	$125.00
692304	1049	APPLIED LNG TECHNOLOGIES LLC	Jun 13, 2019	$17,749.04
692305	395	APPLIED TECHNOLOGY GROUP INC	Jun 13, 2019	$2,900.00
692306	13049	ARMA COATINGS OF BAKERSFIELD	Jun 13, 2019	$433.00
692307	675	BAKERSFIELD CALIFORNIAN	Jun 13, 2019	$2,156.72
692308	19911	BAKERSFIELD HARLEY DAVIDSON INC	Jun 13, 2019	$820.71
692309	857	BAKERSFIELD S P C A	Jun 13, 2019	$82,240.00
692310	875	BAKERSFIELD TRUCK CENTER	Jun 13, 2019	$216.35
692311	557	BARC	Jun 13, 2019	$323.40
692312	13424	BARNES WELDING SUPPLY	Jun 13, 2019	$4,125.28
692313	945	BARNETT'S TOWING SERVICE INC	Jun 13, 2019	$35.00
692314	306	BEARCAT MFG INC	Jun 13, 2019	$542.39
692315	29652	BEJARANO, JOHNATHEN	Jun 13, 2019	$32.46

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692316	1069	BETHANY SERVICES	Jun 13, 2019	$19,663.38
692317	28231	BIG BRAND TIRE & SERVICE	Jun 13, 2019	$3,935.25
692318	23444	BILLINGSLEY, MATTHEW	Jun 13, 2019	$1,982.66
692319	28197	BISHOP, JOHN	Jun 13, 2019	$160.00
692320	28341	BOB'S AUTO GLASS INC	Jun 13, 2019	$254.72
692321	28586	BONILLA, NATHANIEL	Jun 13, 2019	$331.29
692322	22817	BORN AGAIN BODYWORKS	Jun 13, 2019	$778.26
692323	18692	BOUND TREE MEDICAL LLC	Jun 13, 2019	$2,469.47
692324	1249	BRANDCO	Jun 13, 2019	$584.55
692325	19303	BRIGHT HOUSE NETWORKS	Jun 13, 2019	$134.98
692326	1271	BROCKS TRAILER	Jun 13, 2019	$56,987.26
692327	16565	BTE COMMUNICATIONS	Jun 13, 2019	$205.69
692328	10267	BUDGET BOLT INC	Jun 13, 2019	$158.41
692329	23090	BURTONS FIRE INC	Jun 13, 2019	$7,182.52
692330	1477	CAL VALLEY EQUIPMENT INC	Jun 13, 2019	$900.03
692331	29195	CALIFORNIA STATE UNIV-STANISLAUS	Jun 13, 2019	$2,571.49
692332	1696	CALIFORNIA WATER SERVICE	Jun 13, 2019	$3,707.30
692333	26499	CALISTRO, MIGUIEL	Jun 13, 2019	$55.97
692334	24379	CCI OFFICE TECHNOLOGY	Jun 13, 2019	$436.50
692335	16974	CERTEX WEST USA INC	Jun 13, 2019	$240.80
692336	1888	CHAMPION HARDWARE	Jun 13, 2019	$13.41
692337	23786	CHART INDUSTRIES	Jun 13, 2019	$385.00
692338	1924	CHESTER AVENUE BRAKE & SUPPLY	Jun 13, 2019	$224.72
692339	2016	CLARK PEST CONTROL INC	Jun 13, 2019	$168.00
692340	2050	CLIFFORD & BROWN	Jun 13, 2019	$12,602.00
692341	801	CLIFFORD & BROWN TRUST	Jun 13, 2019	$18,267.52
692342	28762	COFFEY MGT LLC	Jun 13, 2019	$642.81
692343	17891	CONTROLLED MOTION SOLUTIONS INC	Jun 13, 2019	$143.44
692344	29517	COOPERS PETROLEUM DISTRIBUTOR INC	Jun 13, 2019	$1,839.29
692345	30400	DAVIS, JAMES	Jun 13, 2019	$5,500.00
692346	2442	DELANEY & AHLF DIESEL SERVICE INC	Jun 13, 2019	$7,291.18
692347	2613	DOUGLASS TRUCK BODIES INC	Jun 13, 2019	$2,081.86
692348	28574	DR RONALD OSTROM	Jun 13, 2019	$2,000.00
692349	2769	EL POPULAR CALIFORNIA	Jun 13, 2019	$787.50
692350	2752	ELBERT DISTRIBUTING	Jun 13, 2019	$22.71
692351	2901	FEDEX	Jun 13, 2019	$33.39
692352	25339	FLEET SERVICES TOWING INC	Jun 13, 2019	$142.00
692353	24606	FLOOD BAKERSFIELD MINISTRIES	Jun 13, 2019	$3,589.39
692354	22966	FORENSIC NURSE SPECIALISTS INC	Jun 13, 2019	$13,325.00
692355	29824	FREDS BARBECUE FACTORY	Jun 13, 2019	$490.65
692356	29018	FRUITVALE AUTOMOTIVE	Jun 13, 2019	$1,453.98
692357	19119	GARVEY EQUIPMENT CO INC	Jun 13, 2019	$442.58
692358	29426	GENE'S UPHOLSTERY	Jun 13, 2019	$270.00
692359	29172	GILL, SAMEENA KAUR	Jun 13, 2019	$365.00
692360	3358	GILLIAM & SONS INC	Jun 13, 2019	$14,120.00
692361	3403	GOLDEN STATE PETERBILT	Jun 13, 2019	$2,039.62
692362	26070	GOMEZ, PEDRO	Jun 13, 2019	$78.43
692363	29082	GRANITE DATA SOLUTIONS	Jun 13, 2019	$16,923.02
692364	3452	GRAYBAR ELECTRIC COMPANY	Jun 13, 2019	$292.75
692365	28263	GREEN GRASS LAWN CARE	Jun 13, 2019	$250.00
692366	24247	GREGS PETROLEUM SERVICES INC	Jun 13, 2019	$1,213.48
692367	24139	GUTIERREZ TIRE & WHEEL INC	Jun 13, 2019	$1,422.87
692368	29964	HALIFAX SECURITY INC	Jun 13, 2019	$5,893.13
692369	30391	HOME DEPOT PRO	Jun 13, 2019	$244.34

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692370	3929	HYDRAULIC CONTROLS INC	Jun 13, 2019	$2,955.42
692371	410	IBM CORP	Jun 13, 2019	$1,539.00
692372	27898	IES ENGINEERING	Jun 13, 2019	$2,901.12
692373	22415	IPC POLICE SUPPLY DEPOT	Jun 13, 2019	$819.26
692374	28917	JAN-PRO CLEANING SYSTEMS	Jun 13, 2019	$1,365.00
692375	28396	JOHNS, VICTORIA	Jun 13, 2019	$1,364.00
692376	4226	JOHNSTONE SUPPLY OF BAKERSFIEL	Jun 13, 2019	$3,290.69
692377	18653	JONES, JAMES	Jun 13, 2019	$160.00
692378	4243	JORGENSEN & CO	Jun 13, 2019	$195.70
692379	21945	JUAREZ, FELIPE	Jun 13, 2019	$160.00
692380	13091	KEEP AMERICA BEAUTIFUL INC	Jun 13, 2019	$385.00
692381	7492	KERN MACHINERY INC	Jun 13, 2019	$1,796.87
692382	26248	KERN PRINT SERVICES INC	Jun 13, 2019	$61.01
692383	4677	KERN REFUSE DISPOSAL, INC	Jun 13, 2019	$6,350.00
692384	4677	KERN REFUSE DISPOSAL, INC	Jun 13, 2019	$1,455,804.71
692385	4680	KERN RIVER POWER EQUIPMENT INC	Jun 13, 2019	$539.63
692386	4701	KERN SPRINKLER LANDSCAPING INC	Jun 13, 2019	$1,220.00
692387	4861	KISCO SALES INC	Jun 13, 2019	$80.23
692388	24784	KLASSEN CORPORATION	Jun 13, 2019	$191,392.86
692389	30311	KROLL ONTRACK LLC	Jun 13, 2019	$260.40
692390	22408	LEHR AUTO ELECTRIC	Jun 13, 2019	$398.91
692391	30408	LESAR DEVELOPMENT CONSULTANTS	Jun 13, 2019	$14,071.71
692392	28755	LEVEL 3 COMMUNICATIONS LLC	Jun 13, 2019	$2,074.19
692393	25044	LEXISNEXIS RISK SOLUTIONS INC	Jun 13, 2019	$795.95
692394	30056	LIBERTY COMPOSTING INC	Jun 13, 2019	$8,190.70
692395	12177	LIFESIGNS INC	Jun 13, 2019	$150.00
692396	22006	LITTLEFIELD, ERIC	Jun 13, 2019	$159.00
692397	30302	MAGNETROL INTERNATIONAL INC	Jun 13, 2019	$1,475.73
692398	20156	MEAD & HUNT INC	Jun 13, 2019	$10,455.95
692399	28760	MEDIWASTE DISPOSAL LLC	Jun 13, 2019	$35.00
692400	18520	METROPOLITAN RECYCLING LLC	Jun 13, 2019	$16,390.56
692401	24077	MICHEL AUTO TECH	Jun 13, 2019	$1,054.99
692402	5547	MINUTEMAN PRESS	Jun 13, 2019	$634.54
692403	25111	MIWALL CORPORATION	Jun 13, 2019	$3,699.44
692404	5681	MOSS, ROBERT B JR	Jun 13, 2019	$9,425.00
692405	5688	MOTION INDUSTRIES INC	Jun 13, 2019	$1,376.31
692406	29249	MOTOR VEHICLE NETWORK	Jun 13, 2019	$812.00
692407	30407	MSA SAFETY SALES LLC	Jun 13, 2019	$6,320.00
692408	29828	MT POSO COGENERATION COMPANY LLC	Jun 13, 2019	$750.00
692409	30041	MULCHMASTER	Jun 13, 2019	$5,750.00
692410	27802	MUNDHENKE, VALERIA	Jun 13, 2019	$2,794.00
692411	22058	NET TRANSCRIPTS, INC.	Jun 13, 2019	$549.92
692412	5912	NIXON-EGLI EQUIPMENT CO	Jun 13, 2019	$185.62
692413	24167	NOLTE ASSOCIATES INC	Jun 13, 2019	$35,980.51
692414	28687	NV5 INC	Jun 13, 2019	$396,182.35
692415	24279	O'REILLY AUTO PARTS	Jun 13, 2019	$533.94
692416	6448	P T O SALES CORP / TRUCKPRO LLC	Jun 13, 2019	$237.80
692417	30054	PARADISE BALLOON DESIGNS	Jun 13, 2019	$714.76
692418	13209	PARKHOUSE TIRE INC	Jun 13, 2019	$505.64
692419	11272	PEOPLE FACTS LLC	Jun 13, 2019	$21.67
692420	29384	PETERSON PACIFIC CORPORATION	Jun 13, 2019	$13,395.05
692421	29637	PINNACLE PETROLEUM INC	Jun 13, 2019	$111,141.48
692422	15344	PVP COMMUNICATIONS	Jun 13, 2019	$8,852.56
692423	29719	QUALITY LOGO PRODUCTS	Jun 13, 2019	$322.36

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692424	25313	R & A UPHOLSTERY	Jun 13, 2019	$230.00
692425	20713	RANDY'S TOWING LLC	Jun 13, 2019	$870.00
692426	3249	RAY GASKIN SERVICE INC	Jun 13, 2019	$350.79
692427	6682	RAYMONDS TROPHY AND AWARDS	Jun 13, 2019	$119.78
692428	28480	READY REFRESH	Jun 13, 2019	$309.22
692429	12699	ROCKMOUNT RESEARCH & ALLOYS INC	Jun 13, 2019	$1,401.36
692430	6915	ROUND-UP FEED AND PET SUPPLY	Jun 13, 2019	$289.51
692431	13860	RUETTGERS & SCHULER CIVIL ENG	Jun 13, 2019	$1,525.00
692432	28000	RUSH TRUCK CENTERS OF CAL INC	Jun 13, 2019	$119.08
692433	30415	SALINAS, ANGELICA	Jun 13, 2019	$303.46
692434	12665	SAN JOAQUIN FENCE & SUPPLY	Jun 13, 2019	$16,233.60
692435	7133	SC COMMUNICATIONS INC	Jun 13, 2019	$601.24
692436	7189	SCHWEBEL PETROLEUM CO	Jun 13, 2019	$539.80
692437	29729	SCREEN 2 CRUSH INC	Jun 13, 2019	$14,157.00
692438	22839	SECURITY PAVING CO, INC	Jun 13, 2019	$2,383,470.74
692439	7283	SEQUOIA PAINT COMPANY INC	Jun 13, 2019	$366.78
692440	26169	SIEMENS INDUSTRY INC	Jun 13, 2019	$1,217.81
692441	25586	SIMS, LUKIOUS	Jun 13, 2019	$159.00
692442	7434	SMART & FINAL IRIS COMPANY	Jun 13, 2019	$1,185.36
692443	22620	SOUTHWEST LIFT & EQUIPMENT INC	Jun 13, 2019	$2,584.19
692444	11907	SPARKLETTS/SIERRA SPRINGS	Jun 13, 2019	$123.67
692445	7586	SPECIALTY TRIM & AWNING INC	Jun 13, 2019	$81.18
692446	29986	STANDARD PLUMBING SUPPLY DBA FLOYDS	Jun 13, 2019	$103.21
692447	16685	STIERN VETERINARY HOSPITAL	Jun 13, 2019	$54.00
692448	28832	T-MOBILE USA	Jun 13, 2019	$102.00
692449	276	TAYLOR EQUIPMENT & REPAIR, INC	Jun 13, 2019	$1,088.83
692450	7878	TELECOM LAW FIRM PC	Jun 13, 2019	$3,114.00
692451	28733	TELELANGUAGE INC	Jun 13, 2019	$390.06
692452	27973	TEMPEST INTERACTIVE MEDIA LLC	Jun 13, 2019	$6,400.00
692453	25338	TEN EIGHT TOW INC	Jun 13, 2019	$35.00
692454	19961	THE HON COMPANY-C/O STINSONS	Jun 13, 2019	$936.58
692455	23837	TPX COMMUNICATIONS	Jun 13, 2019	$1,441.82
692456	21305	TREK DIGITAL PRODUCTS INC	Jun 13, 2019	$101.70
692457	22049	TREMCO POLICE PRODUCTS INC	Jun 13, 2019	$1,116.80
692458	70200	TRINITY SAFETY CO	Jun 13, 2019	$174.15
692459	29008	TRITECH SOFTWARE SYSTEMS	Jun 13, 2019	$5,046.46
692460	20359	TURF STAR INC	Jun 13, 2019	$717.50
692461	96	TYACK TIRES INC	Jun 13, 2019	$1,499.79
692462	8319	UNITED PARCEL SERVICE	Jun 13, 2019	$103.34
692463	10428	UNITED REFRIGERATION INC	Jun 13, 2019	$138.48
692464	8520	VALLEY POWER SYSTEMS, INC	Jun 13, 2019	$3,175.44
692465	8400	VWR SCIENTIFIC	Jun 13, 2019	$1,149.15
692466	5158	W M LYLES COMPANY	Jun 13, 2019	$731,003.15
692467	8957	WESCO	Jun 13, 2019	$2,381.50
692468	28739	WESTAIR GASES & EQUIPMENT INC	Jun 13, 2019	$49.13
692469	26447	WESTCOAST HYDRAULICS	Jun 13, 2019	$290.20
692470	21212	WHITE CAP CONSTRUCTION SUPPLY	Jun 13, 2019	$50.24
692471	18790	WINSTON WATER SERVICES	Jun 13, 2019	$845.00
692472	15429	WOESSNER, MASON	Jun 13, 2019	$160.00
692473	9234	ZALCO LABORATORIES INC	Jun 13, 2019	$500.00
692474	9244	ZEP MANUFACTURING COMPANY	Jun 13, 2019	$1,813.84
692475	28854	3C PAYMENT (USA) CORP	Jun 13, 2019	$100.00
692476	537	A T & T	Jun 13, 2019	$15,873.57
692477	18484	A T & T	Jun 13, 2019	$8,610.41

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692482	78	ADVANCED DISTRIBUTION CO	Jun 13, 2019	$34,162.12
692484	23588	ALUMINUM CHUCK WAGON	Jun 13, 2019	$29,495.80
692486	8530	AMERIPRIDE UNIFORM SERVICES	Jun 13, 2019	$1,544.87
692487	15471	BAKERSFIELD COLLEGE	Jun 13, 2019	$200.00
692493	21172	BLACKHOLE TECHNOLOGIES INC	Jun 13, 2019	$14,915.77
692494	10351	BOWMAN ASPHALT	Jun 13, 2019	$191,189.02
692495	11937	CITY OF BAKERSFIELD	Jun 13, 2019	$6,507.00
692496	11937	CITY OF BAKERSFIELD	Jun 13, 2019	$240.37
692497	11937	CITY OF BAKERSFIELD	Jun 13, 2019	$27.03
692498	11937	CITY OF BAKERSFIELD	Jun 13, 2019	$42,911.44
692500	2050	CLIFFORD & BROWN	Jun 13, 2019	$4,748.99
692503	3427	GRAINGER INC, W W	Jun 13, 2019	$1,937.08
692507	7933	HOME DEPOT	Jun 13, 2019	$4,393.03
692508	4435	KERN COUNTY CLERKS	Jun 13, 2019	$2,354.75
692509	4435	KERN COUNTY CLERKS	Jun 13, 2019	$2,354.75
692513	15624	LOWE'S HOME IMPROVEMENT	Jun 13, 2019	$2,554.49
692514	14040	NATIONAL NOTARY ASSOCIATION	Jun 13, 2019	$294.00
692515	14088	PACIFIC GAS & ELECTRIC	Jun 13, 2019	$53.87
692524	6114	PACIFIC GAS & ELECTRIC COMPANY	Jun 13, 2019	$508,306.02
692525	6114	PACIFIC GAS & ELECTRIC COMPANY	Jun 13, 2019	$174,348.65
692527	6376	PIONEER PAINT	Jun 13, 2019	$9,748.34
692529	27361	SC FUELS	Jun 13, 2019	$55,545.92
692530	7096	SJVAPCD	Jun 13, 2019	$99.12
692531	7096	SJVAPCD	Jun 13, 2019	$277.00
692532	7096	SJVAPCD	Jun 13, 2019	$277.00
692533	7096	SJVAPCD	Jun 13, 2019	$1,361.50
692534	7096	SJVAPCD	Jun 13, 2019	$577.53
692535	7096	SJVAPCD	Jun 13, 2019	$277.00
692536	7509	SOCALGAS	Jun 13, 2019	$205.03
692537	7508	SOUTHERN CALIFORNIA EDISON CO.	Jun 13, 2019	$473.18
692538	7636	STATE WATER RESOURCES CONTROL BOARD	Jun 13, 2019	$255.00
692539	30312	T-MOBILE	Jun 13, 2019	$24.76
692540	20601	VERIZON WIRELESS	Jun 13, 2019	$722.76
692541	20601	VERIZON WIRELESS	Jun 13, 2019	$1,637.14
692542	20601	VERIZON WIRELESS	Jun 13, 2019	$25.02
9994875	30028	BLUE SHIELD OF CALIFORNIA-P	May 24, 2019	$504,127.57
9994876	30021	KAISER PERMANENTE	May 24, 2019	$209,688.11
9994877	29895	FIRST DATA GLOBAL LEASING CREDIT	May 30, 2019	$147.00
9994878	30025	STATE DISBURSEMENT UNIT	May 30, 2019	$18,148.56
9994887	10206	STATE OF CALIF - PERS	May 30, 2019	$2,092,497.00
9994889	19630	UNION BANK	May 30, 2019	$279,732.61
9994891	29896	UNION BANK CREDIT CARD FEES	May 30, 2019	$36,267.89
9994892	11811	WELLS FARGO BANK	May 30, 2019	$94,847.84
9994893	10199	BAKERSFIELD CITY EMPLOYEE	May 31, 2019	$186,930.00
9994894	24821	DEPARTMENT OF THE TREASURY	May 31, 2019	$699.28
9994895	30014	EMPLOYMENT DEVELOPMENT DEPT	May 31, 2019	$200,212.71
9994896	10217	I C M A RETIREMENT TRUST-303749	May 31, 2019	$86,853.03
9994897	30010	IRS	May 31, 2019	$581,674.57
9994898	30022	IRS / FDRF	May 31, 2019	$191.00
9994899	16863	NATIONWIDE RETIREMENT SOLUTIONS	May 31, 2019	$113,484.11
9994900	20699	VANTAGEPOINT TRANSFER AGENTS C/O	May 31, 2019	$36,587.10
9994901	10206	STATE OF CALIF - PERS	Jun 6, 2019	$917,062.76
9994903	19630	UNION BANK	Jun 6, 2019	$319,920.56
9994904	11811	WELLS FARGO BANK	Jun 6, 2019	$67,622.03

FROM 5/24/2019 to 6/13/2019

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
9994905	30028	BLUE SHIELD OF CALIFORNIA-P	Jun 7, 2019	$503,596.60
9994906	30021	KAISER PERMANENTE	Jun 7, 2019	$209,033.78
9994907	30025	STATE DISBURSEMENT UNIT	Jun 13, 2019	$18,050.72
9994908	11811	WELLS FARGO BANK	Jun 13, 2019	$87,030.43
				$26,667,037.10

CITY OF BAKERSFIELD - CHECK REGISTER
FROM 5/24/2019 to 6/13/2019

E-Payable Number	Vendor Number	Vendor Name	E-Payable Date	E-Payable Amount
17331	57	ABATE A WEED	May 30, 2019	$640.34
17332	29	AFFINITY TRUCK CENTER	May 30, 2019	$8,284.50
17333	152	ALL AUTOMATIC TRANSMISSION SER	May 30, 2019	$2,250.00
17334	436	ARGO CHEMICAL INC	May 30, 2019	$6,082.75
17335	576	B & B SURPLUS	May 30, 2019	$108.25
17336	575	B C LABORATORIES	May 30, 2019	$443.00
17337	611	B S & E COMPANY INC	May 30, 2019	$1,229.34
17338	1037	BERCHTOLD EQUIPMENT CO	May 30, 2019	$0.00
17339	1163	BLUEPRINT SERVICE CO	May 30, 2019	$277.17
17340	18753	BRIDGEPORT TRUCK MANUFACTURING	May 30, 2019	$6,025.35
17341	20747	CENTRAL SANITARY SUPPLY INC	May 30, 2019	$125.26
17342	5147	COASTLINE EQUIPMENT	May 30, 2019	$803.52
17343	2162	CONSOLIDATED ELECTRICAL DIST INC	May 30, 2019	$7,903.77
17344	13912	DIRECT SAFETY SOLUTIONS INC	May 30, 2019	$106.00
17345	13088	E J WARD INCORPORATED	May 30, 2019	$508.50
17346	14055	FAST UNDERCAR LLC	May 30, 2019	$3,722.98
17347	2874	FERGUSON ENTERPRISES INC	May 30, 2019	$895.41
17348	16838	GIBBS INTERNATIONAL TRUCK CTR. INC	May 30, 2019	$168.73
17349	21739	GOLDEN EMPIRE TOWING INC	May 30, 2019	$745.00
17350	4171	JERRY & KEITHS INC	May 30, 2019	$2,439.14
17351	1390	JIM BURKE FORD	May 30, 2019	$1,536.57
17352	4178	JIM BURKE LINCOLN MERCURY	May 30, 2019	$1,989.65
17353	15694	JIMS TOWING INC	May 30, 2019	$1,830.00
17354	2267	L N CURTIS & SONS	May 30, 2019	$38,378.07
17355	24086	MAR-CO EQUIPMENT CORP	May 30, 2019	$268.87
17356	453	MUNICIPAL MAINTENANCE EQUIP INC	May 30, 2019	$1,295.47
17357	6555	QUINN COMPANY INC	May 30, 2019	$3,000.00
17358	28661	SERVEXO PROTECTIVE SERVICES	May 30, 2019	$6,088.32
17359	14700	SOUTH COAST EMERGENCY VEHICLE SERV.	May 30, 2019	$1,649.83
17360	7685	STINSON STATIONERS	May 30, 2019	$9,862.85
17361	7728	SULLY & SON HYDRAULICS INC	May 30, 2019	$1,052.84
17362	15868	TEL TEC SECURITY SYSTEM INC	May 30, 2019	$31.00
17363	57	ABATE A WEED	Jun 6, 2019	$1,531.82
17364	29	AFFINITY TRUCK CENTER	Jun 6, 2019	$2,507.41
17365	575	B C LABORATORIES	Jun 6, 2019	$970.00
17366	611	B S & E COMPANY INC	Jun 6, 2019	$2,428.45
17369	1037	BERCHTOLD EQUIPMENT CO	Jun 6, 2019	$184.08
17370	1163	BLUEPRINT SERVICE CO	Jun 6, 2019	$283.29
17371	14582	DAVE BANG ASSOCIATES INC	Jun 6, 2019	$3,416.92
17372	13912	DIRECT SAFETY SOLUTIONS INC	Jun 6, 2019	$721.85
17373	14055	FAST UNDERCAR LLC	Jun 6, 2019	$89.89
17374	2874	FERGUSON ENTERPRISES INC	Jun 6, 2019	$2,011.11
17375	21739	GOLDEN EMPIRE TOWING INC	Jun 6, 2019	$935.00
17376	4171	JERRY & KEITHS INC	Jun 6, 2019	$1,221.42
17377	1390	JIM BURKE FORD	Jun 6, 2019	$5,990.17
17378	15694	JIMS TOWING INC	Jun 6, 2019	$510.00
17379	2267	L N CURTIS & SONS	Jun 6, 2019	$15,598.83
17380	453	MUNICIPAL MAINTENANCE EQUIP INC	Jun 6, 2019	$9,521.50
17381	6550	QUAD KNOPF INC	Jun 6, 2019	$7,938.39
17382	6555	QUINN COMPANY INC	Jun 6, 2019	$8,031.59
17383	698	SAN JOAQUIN INTERIORS	Jun 6, 2019	$5,700.00
17384	28661	SERVEXO PROTECTIVE SERVICES	Jun 6, 2019	$6,743.52
17385	19584	SMITH & SON TIRE INC	Jun 6, 2019	$2,620.39
17386	14700	SOUTH COAST EMERGENCY VEHICLE SERV.	Jun 6, 2019	$1,693.96

FROM 5/24/2019 to 6/13/2019

E-Payable Number	Vendor Number	Vendor Name	E-Payable Date	E-Payable Amount
17387	7685	STINSON STATIONERS	Jun 6, 2019	$6,624.78
17388	64	ADAMSON POLICE SUPPLY	Jun 13, 2019	$280.37
17389	29	AFFINITY TRUCK CENTER	Jun 13, 2019	$3,613.67
17390	152	ALL AUTOMATIC TRANSMISSION SER	Jun 13, 2019	$2,250.00
17391	575	B C LABORATORIES	Jun 13, 2019	$2,924.00
17392	1037	BERCHTOLD EQUIPMENT CO	Jun 13, 2019	$304.53
17393	1163	BLUEPRINT SERVICE CO	Jun 13, 2019	$720.67
17394	18753	BRIDGEPORT TRUCK MANUFACTURING	Jun 13, 2019	$828.90
17395	1558	CALIFORNIA INDUSTRIAL RUBBER	Jun 13, 2019	$1,282.76
17396	1765	CARNEYS BUSINESS TECHNOLOGY CTR INC	Jun 13, 2019	$55.21
17397	20747	CENTRAL SANITARY SUPPLY INC	Jun 13, 2019	$342.31
17398	5147	COASTLINE EQUIPMENT	Jun 13, 2019	$33.68
17399	2162	CONSOLIDATED ELECTRICAL DIST INC	Jun 13, 2019	$8,661.63
17400	13912	DIRECT SAFETY SOLUTIONS INC	Jun 13, 2019	$834.49
17401	13088	E J WARD INCORPORATED	Jun 13, 2019	$234.40
17402	2757	ELECTRIC MOTOR WORKS INC	Jun 13, 2019	$12,567.56
17403	14055	FAST UNDERCAR LLC	Jun 13, 2019	$3,454.12
17404	2874	FERGUSON ENTERPRISES INC	Jun 13, 2019	$7,676.19
17405	16838	GIBBS INTERNATIONAL TRUCK CTR. INC	Jun 13, 2019	$4,851.56
17406	4171	JERRY & KEITHS INC	Jun 13, 2019	$1,381.90
17407	1390	JIM BURKE FORD	Jun 13, 2019	$8,915.17
17408	4178	JIM BURKE LINCOLN MERCURY	Jun 13, 2019	$2,142.91
17409	2267	L N CURTIS & SONS	Jun 13, 2019	$50,159.66
17410	6555	QUINN COMPANY INC	Jun 13, 2019	$5,530.37
17411	21873	RM INDUSTRIES INC	Jun 13, 2019	$2,637.53
17412	7231	SEAL & PACKING SUPPLY CO	Jun 13, 2019	$7,359.24
17413	19584	SMITH & SON TIRE INC	Jun 13, 2019	$2,808.17
17414	14700	SOUTH COAST EMERGENCY VEHICLE SERV.	Jun 13, 2019	$2,694.92
17415	7685	STINSON STATIONERS	Jun 13, 2019	$9,431.93
17416	7728	SULLY & SON HYDRAULICS INC	Jun 13, 2019	$146.19
17417	15868	TEL TEC SECURITY SYSTEM INC	Jun 13, 2019	$801.92
17418	13646	UNITED ROTARY BRUSH CORP	Jun 13, 2019	$7,153.26
17419	9010	WILLIAMS CLEANING SYSTEMS INC	Jun 13, 2019	$620.86
				349,716.93
				27,016,754.03

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent – Ordinances c.

TO: Honorable Mayor and City Council

FROM: Virginia Gennaro, City Attorney

DATE: 5/24/2019

WARD:

SUBJECT: Adoption of ordinance amending Chapter 17, Section 17.04.078 relating to Small Breweries.

STAFF RECOMMENDATION:

Staff recommends adoption of the proposed ordinance.

BACKGROUND:

On January 10, 2018 City Council adopted an ordinance adding new definitions for large *Brewery or Distillery, and small Brewery or Distillery,* and identifying these as permitted and conditionally permitted uses in various zone districts. At the April 10, 2019 City Council meeting, Councilmember Gonzales made a referral to explore options to remove the requirement that small breweries and distilleries continuously operate with a bona-fide food service.

On May 21, 2019, the item was presented to the Planning and Development Committee. The presentation included a proposal to delete the requirement to operate a bona fide food service/restaurant component on site for both small breweries and distilleries. However, upon further research into the rules and regulation for ABC permits, it was discovered that beer and distilled spirits are treated very differently***. Small Breweries are allowed to operate without onsite kitchens, but a small distillery would still require a kitchen to provide onsite consumption of distilled spirits***.

This proposed ordinance separates the definition of a small brewery and small distillery, and makes it is clear, per the Committee, that a bona fide food service/restaurant component onsite, is not a requirement for a small brewery.

ATTACHMENTS:

Description	Type
Ordinance - 17.04.078 Small Breweries	Ordinance

ORDINANCE NO._____

AN ORDINANCE AMENDING CHAPTER 17 SECTION 17.04.078 OF THE BAKERSFIELD MUNICIPAL CODE RELATING TO SMALL BREWERIES

BE IT ORDAINED by the Council of the City of Bakersfield as follows:

SECTION 1.

Chapter 17 Section 17.04.078 of the Bakersfield Municipal Code is hereby amended to read as follows:

17.04.078 Brewery or distillery, small.

"Brewery, small" means the manufacturing of fifteen thousand barrels, or less, per year of beer, ale, or malt beverages.

"Distillery, small" means the manufacturing of one hundred thousand gallons, or less, of distilled spirits; not including wine.

Operations of brewery or distillery, small shall continuously comply with the following operational standards:

1. Maintain an approved Wastewater Discharge Plan from the Bakersfield public works department.

2. Maintain a valid California Department of Alcohol and Beverage Control (ABC) license.

3. Obtain appropriate permit from the San Joaquin Valley Air Pollution Control District, if applicable; and adhere to industry best practices for odor reduction.

Distillery, small must also include and continuously operate a bona-fide food service/restaurant component, on-site.

SECTION 2.

This Ordinance shall be posted in accordance with the provisions of the Bakersfield Municipal Code and shall become effective thirty (30) days from and after the date of its passage.

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I HEREBY CERTIFY that the foregoing 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
Council of the City of Bakersfield

APPROVED: _____

By:_____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
RICHARD IGER
Deputy City Attorney

RI:vg
S:\COUNCIL\Ords\18-19\17.04.078.Brewerysmall.Final.Docx

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent – Ordinances d.

TO: Honorable Mayor and City Council

FROM: Phil Burns, Interim Development Services Director

DATE: 6/5/2019

WARD: Ward 7

SUBJECT: Adoption of ordinance amending Bakersfield Municipal Code Sections 1.12.040 and 1.12.070 by adding Annexation No. 658 Annexation No. 658 consisting of 14.72 acres along the south side of Taft Highway (SR 119), generally east of Hughes Lane to Ward 7.

STAFF RECOMMENDATION:

Staff recommends adoption of ordinance.

BACKGROUND:

First reading of the ordinance was given on June 5, 2019.

This project is an Ordinance to amend the boundaries Ward 7 to include the property included in Annexation No. 658, which was recently approved by approved by the Kern County Local Area Formation Commission.

Annexation No. 658 (Taft Hwy No. 3) is 14.72 acres along the south side of Taft Highway (SR 119), generally east of Hughes Lane. The property owner requested the annexation for development purposes and to receive City services. The project site is designated SI (Service Industrial) and LI (Light Industrial) by the Metropolitan Bakersfield General Plan and is pre-zoned M-1 (Light Manufacturing) and M-2 (General Manufacturing). This area will be added into Ward 7.

ATTACHMENTS:

	Description	Type
🗋	Ordianace w/ Exhibits	Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING BAKERSFIELD MUNICIPAL CODE SECTION 1.12.040 BY ADDING ANNEXATION NO. 658 TO WARD 7.

WHEREAS, the Local Agency Formation Commission (LAFCo) adopted a resolution for Annexation No. 658 recently ordering the territory annexed to the City of Bakersfield; and

WHEREAS, the territory ordered to be annexed to the City of Bakersfield is required to be within a City Council Ward Boundary; and

WHEREAS, the LAFCo recently completed the annexation for the territory to the City of Bakersfield, the exterior boundaries of Annexation No. 658 which is shown on the map in Exhibit A and described in the attached Exhibit B, attached hereto and incorporated as though fully set forth herein.

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

Section 1.

All of the foregoing recitals are hereby found to be true and correct.

Section 2.

Annexation No. 658 shall be included in Ward 7.

Section 3.

Section 1.12.040 of the Bakersfield Municipal Code is hereby amended by adding thereto the legal description set forth in Exhibit B.

Section 4.

This ordinance shall be posted in accordance with the Bakersfield Municipal Code and shall become effective upon the annexation of the above-described territory to the City of Bakersfield, but not less than thirty (30) days from and after the date of its passage.

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I HEREBY CERTIFY that the foregoing 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, CMC
CITY CLERK and Ex Officio Clerk
of the Council of the City of Bakersfield

APPROVED

_____
KAREN GOH
MAYOR of the City of Bakersfield

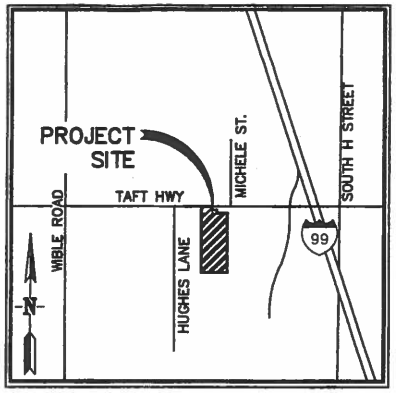
APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By: _____
ANDREW HEGLUND
Deputy City Attorney

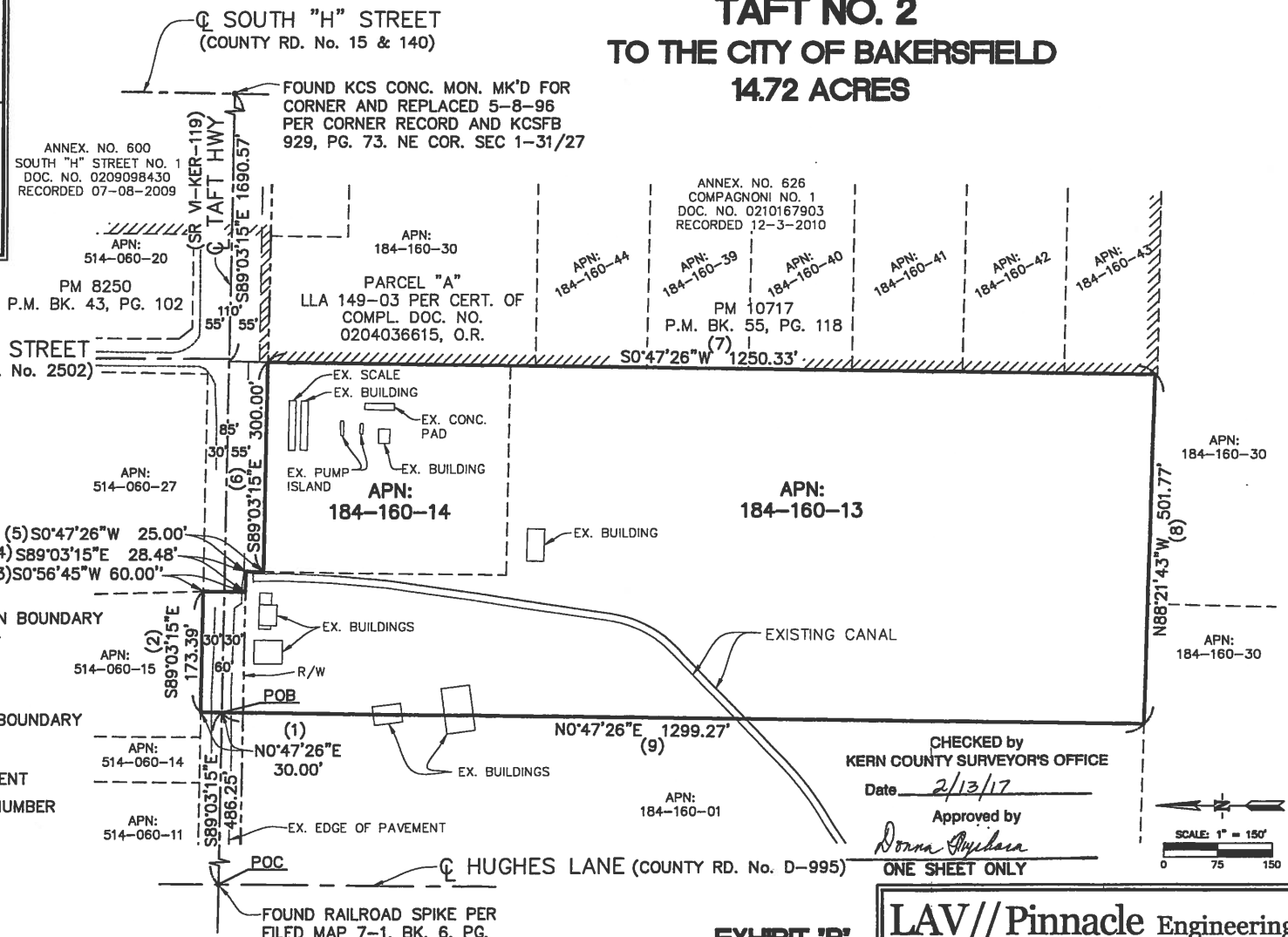
Exhibits: A Map
B Legal Description

ANNEXATION NO. 658
RESOLUTION NO. _____
(LAFCO)

ANNEXATION OF TAFT NO. 2 TO THE CITY OF BAKERSFIELD 14.72 ACRES



VICINITY MAP
NO SCALE



LICENSED LAND SURVEYOR
Jason F. Van Curen
LS 7439
exp 3-31-18
STATE OF CALIFORNIA

CHECKED by
KERN COUNTY SURVEYOR'S OFFICE
Date 2/13/17
Approved by
Donna Boylan
ONE SHEET ONLY

LEGEND:

———	PROPOSED ANNEXATION BOUNDARY
— — —	STREET RIGHT OF WAY
—·—·—	STREET CENTERLINE
- - - -	EXISTING PARCEL
//////	EXISTING CORPORATE BOUNDARY
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
APN	ASSESSOR'S PARCEL NUMBER
R/W	RIGHT-OF-WAY

NOTES:

ASSESSOR'S PARCEL NO.:
184-160-13 & 184-160-14

AREA: 14.72 ACRES

EXHIBIT "B"

LAV// Pinnacle Engineering
5401 Business Park South, Suite 204, Bakersfield, CA 93309
Phone: (661) 869-0184 Fax: (661) 377-0076

EXHIBIT "A"

ANNEXATION NO. 658 – "TAFT NO. 2"

TO THE CITY OF BAKERSFIELD

THAT PORTION OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 31 SOUTH, RANGE 27 EAST, AND A PORTION OF THE SOUTHERLY 30 FEET OF SECTION 36, TOWNSHIP 30 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, COUNTY OF KERN, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 1, SAID POINT ALSO BEING THE INTERSECTION OF TAFT HIGHWAY (SR VI-KER-119) AND HUGHES LANE (COUNTY ROAD No. D-995), THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, SOUTH 89°03'15" EAST, 486.25 FEET TO THE POINT OF BEGINNING:

THENCE (1) DEPARTING FROM SAID NORTH LINE, NORTH 00°47'26" EAST, TO A POINT ON THE NORTH RIGHT-OF-WAY OF SAID TAFT HIGHWAY, A DISTANCE OF 30.00 FEET;

THENCE (2) ALONG SAID NORTH RIGHT-OF-WAY, SOUTH 89°03'15" EAST, 173.39 FEET;

THENCE (3) DEPARTING FROM SAID NORTH RIGHT-OF-WAY, SOUTH 00°56'45" WEST, A DISTANCE OF 60.00 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID TAFT HIGHWAY;

THENCE (4) ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 89°03'15" EAST, A DISTANCE OF 28.48 FEET;

THENCE (5) DEPARTING FROM SAID SOUTH RIGHT-OF-WAY, SOUTH 00°47'26" WEST, A DISTANCE OF 25.00 FEET;

THENCE (6) SOUTH 89°03'15" EAST, A DISTANCE OF 300.00 FEET, TO THE NORTHWEST CORNER OF THAT CERTAIN CERTIFICATION OF COMPLETION OF CITY OF BAKERSFIELD ANNEXATION No. 626, RECORDED DECEMBER 3, 2010, AS DOCUMENT No. 0210167903, OFFICIAL RECORDS, IN THE OFFICE OF THE KERN COUNTY RECORDER;

THENCE (7) ALONG SAID CORPORATE BOUNDARY, SOUTH 00°47'26" WEST, A DISTANCE OF 1250.33 FEET;

THENCE (8) DEPARTING FROM SAID CORPORATE BOUNDARY, NORTH 88°21'43" WEST, A DISTANCE OF 501.77 FEET;

THENCE (9) NORTH 00°47'26" EAST, A DISTANCE OF 1299.27 FEET, TO THE POINT OF BEGINNING;

CONTAINS 14.72 ACRES, MORE OR LESS

LICENSED LAND SURVEYOR
Jason F. Van Curen
LS 7439
exp 3.31.18
STATE OF CALIFORNIA

CHECKED by
KERN COUNTY SURVEYOR'S OFFICE
Date 2/13/17
Approved by
Donna Ruyshaw

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent – Ordinances e.

TO: Honorable Mayor and City Council

FROM: Phil Burns, Acting Development Services Director

DATE: 6/5/2019

WARD: Ward 3

SUBJECT: Adoption of ordinance amending Bakersfield Municipal Code Sections 1.12.040 and 1.12.070 by adding Annexation No. 676 consisting of 8.97 acres located north of Snow Road, along the east side of Verdugo Road to Ward 3.

STAFF RECOMMENDATION:

Staff recommends adoption of ordinance.

BACKGROUND:

First reading of the ordinance was given on May 22, 2019.

This project is an Ordinance to amend the boundaries of Ward 3 to include the property included in Annexation No. 676, which was recently approved by the Kern County Local Area Formation Commission.

Annexation No. 676 (Verdugo No. 3) consists of 8.97 acres located north of Snow Road, along the east side of Verdugo Road. The property owner, the Norris School District, requested the annexation to receive City services. The project site is designated SR (Suburban Residential) by the Metropolitan Bakersfield General Plan and is pre-zoned E (Estate). This area will be added into Ward 3.

ATTACHMENTS:

	Description	Type
🗋	Ordinance w/ Exhibits	Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING BAKERSFIELD MUNICIPAL CODE SECTION 1.12.040 BY ADDING ANNEXATION NO. 676 TO WARD 3.

WHEREAS, the Local Agency Formation Commission (LAFCo) adopted a resolution for Annexation No. 676 recently ordering the territory annexed to the City of Bakersfield; and

WHEREAS, the territory ordered to be annexed to the City of Bakersfield is required to be within a City Council Ward Boundary; and

WHEREAS, the LAFCo recently completed the annexation for the territory to the City of Bakersfield, the exterior boundaries of Annexation No. 676 which is shown on the map in Exhibit A and described in the attached Exhibit B, attached hereto and incorporated as though fully set forth herein.

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

Section 1.

All of the foregoing recitals are hereby found to be true and correct.

Section 2.

Annexation No. 676 shall be included in Ward 3.

Section 3.

Section 1.12.040 of the Bakersfield Municipal Code is hereby amended by adding thereto the legal description set forth in Exhibit B.

Section 4.

This ordinance shall be posted in accordance with the Bakersfield Municipal Code and shall become effective upon the annexation of the above-described territory to the City of Bakersfield, but not less than thirty (30) days from and after the date of its passage.

---------o0o--------

I HEREBY CERTIFY that the foregoing 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: _____
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

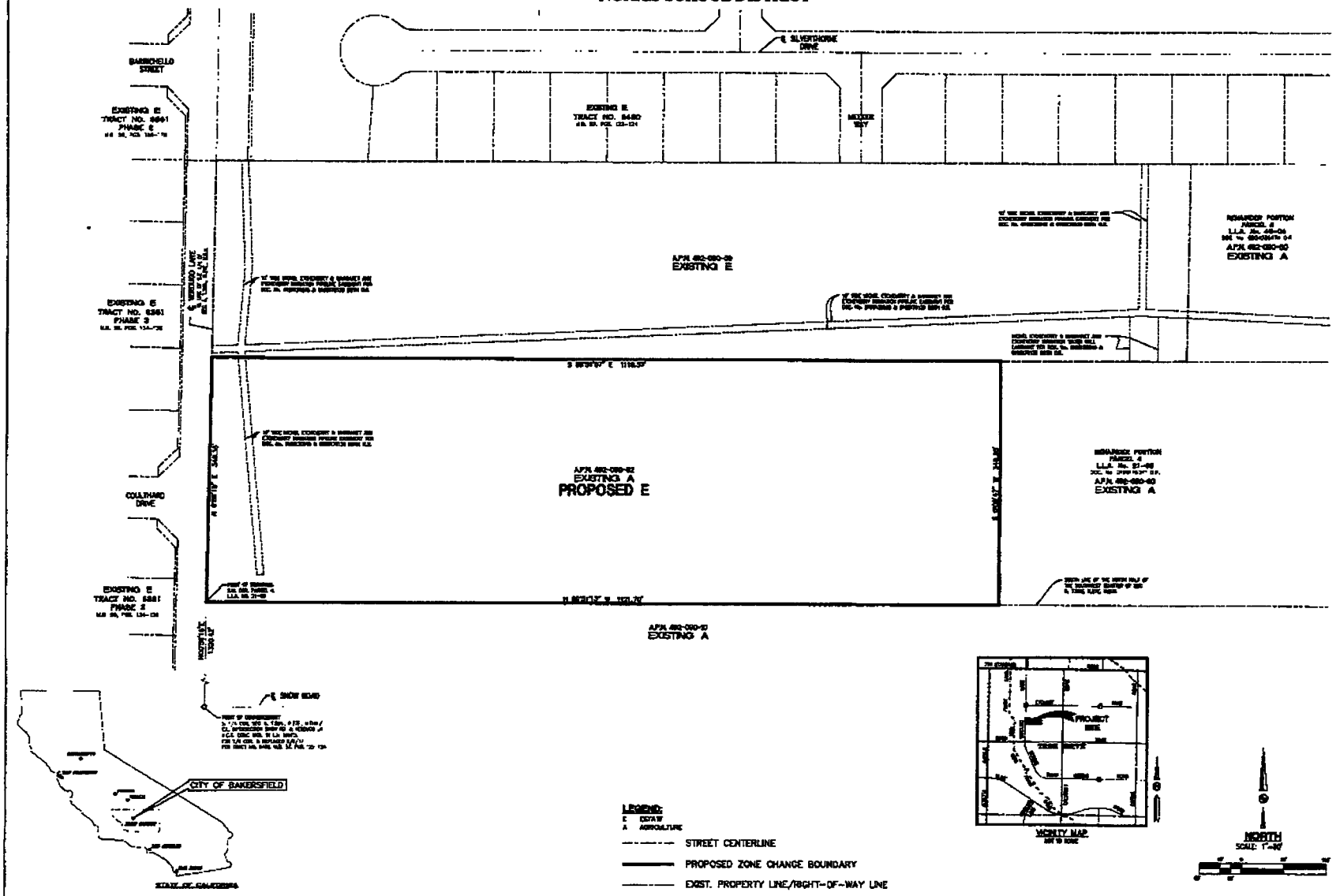
APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By: _____
ANDREW HEGLUND
Deputy City Attorney

Exhibits: A Map
B Legal Description

PROPOSED ZONE CHANGE

NORRIS SCHOOL DISTRICT



CITY OF BAKERSFIELD ORIGINAL

Exhibit "B"

ZONE CHANGE
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 4 OF LOT LINE ADJUSTMENT NO. 21-95 PER CERTIFICATE OF COMPLIANCE RECORDED OCTOBER 26, 1998 AS DOCUMENT NO. 0198146341, OFFICIAL RECORDS, IN THE OFFICE OF THE KERN COUNTY RECORDER; ALSO BEING A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 29 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PROPOSED E AREA (FROM A)

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 6 MARKED BY A KERN COUNTY SURVEYOR'S CONCRETE MONUMENT IN A LAMPHOLE PER TRACT NO. 6480 FILED FOR RECORD IN BOOK 57 OF MAPS, AT PAGES 122 THROUGH 124, IN THE OFFICE OF THE KERN COUNTY RECORDER, SAID POINT ALSO BEING THE CENTERLINE INTERSECTION OF SNOW ROAD AND VERDUGO LANE; THENCE NORTH 00°59'16" EAST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER AND THE CENTERLINE OF VERDUGO LANE, A DISTANCE OF 1,320.42 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHEAST QUARTER, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID PARCEL 4 AND THE POINT OF BEGINNING; THENCE ALONG THE FOLLOWING COURSES:

1) NORTH 00°59'16" EAST, CONTINUING ALONG SAID WEST LINE, SAID CENTERLINE, AND THE WESTERLY LINE OF SAID PARCEL 4, A DISTANCE OF 349.35 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 4; THENCE

2) DEPARTING SAID CENTERLINE AND SAID WEST LINE, SOUTH 89°51'07" EAST, ALONG THE NORTHERLY LINE OF SAID PARCEL, A DISTANCE OF 1,116.57 FEET; THENCE

3) DEPARTING SAID NORTHERLY LINE, SOUTH 00°08'47" WEST, A DISTANCE OF 349.28 FEET TO THE SOUTHERLY LINE OF SAID PARCEL 4 AND TO THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHEAST QUARTER; THENCE

4) NORTH 89°51'13" WEST, ALONG SAID SOUTH LINE AND SAID SOUTHERLY LINE, A DISTANCE OF 1,121.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.97 ACRES, MORE OR LESS.

McINTOSH & ASSOCIATES
661-834-4814 • 661-834-0972
2001 Wheelan Court • Bakersfield, CA 93309

4-19-17

LICENSED LAND SURVEYOR
ROGER A. McINTOSH
No. 4383
STATE OF CALIFORNIA

P:\PROJECTS\16040.00-NORRIS\LEGALS\16040ZC01.DOCX JM 4/19/2017

CITY OF BAKERSFIELD
ORIGINAL

ZONE CHANGE

DATE: 04/19/17

4-19-17

LICENSED LAND SURVEYOR
ROGER A. McINTOSH
No. 4383
STATE OF CALIFORNIA

McINTOSH & ASSOCIATES
661-834-4814 • 661-834-0972
2001 Wheelan Court • Bakersfield, CA 93309

Done by: MVW
Job No: 16-040.01

****

Name: ZONE CHANGE

North: 2344915.4695' East: 6228321.4829'

Segment #1 : Line
Course: N00°59'16"E Length: 349.35'
North: 2345264.7676' East: 6228327.5053'

Segment #2 : Line
Course: S89°51'07"E Length: 1116.57'
North: 2345261.8823' East: 6229444.0716'

Segment #3 : Line
Course: S00°08'47"W Length: 349.28'
North: 2344912.6035' East: 6229443.1792'

Segment #4 : Line
Course: N89°51'13"W Length: 1121.70'
North: 2344915.4694' East: 6228321.4829'

Perimeter: 2936.89' Area: 390905.53 Sq. Ft.
Error Closure: 0.0001 Course: S08°22'50"E
Error North: -0.00015 East: 0.00002
Precision 1: 29369000.00

****

Name: TIE TO ZONE CHANGE

North: 2344915.4695' East: 6228321.4829'

Segment #1 : Line
Course: S89°51'13"E Length: 1121.70'
North: 2344912.6036' East: 6229443.1792'

Segment #2 : Line
Course: S40°58'58"W Length: 1745.06'
North: 2343595.2460' East: 6228298.7128'

Segment #3 : Line
Course: N00°59'16"E Length: 1320.42'
North: 2344915.4698' East: 6228321.4756'

CITY OF BAKERSFIELD
ORIGINAL

ZONE CHANGE

DATE: 04/19/17

Perimeter: 4187.18' Area: 740477.71 Sq. Ft.
Error Closure: 0.0072 Course: N87°34'19"W
Error North: 0.00031 East: -0.00723
Precision 1: 581552.78
****

CITY OF BAKERSFIELD
ORIGINAL

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent – Resolutions f.

TO: Honorable Mayor and City Council

FROM: Phil Burns, Interim Development Services Director

DATE: 6/14/2019

WARD:

SUBJECT: 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 demolishment of dangerous buildings and authorizing collection of the assessments by the Kern County Tax Collector.

STAFF RECOMMENDATION:

Staff recommends adoption of resolution.

BACKGROUND:

Assessment hearing was held on June 10, 2019, by the City Manager designee and all proposed charges were confirmed. The subject properties listed in Exhibit A and Exhibit B (attached) were in violation of Chapter 8.27 of the Bakersfield Municipal Code which prohibits maintaining open and abandoned dilapidated structures which constitute public nuisances and prohibits maintaining hazardous weeds, debris and waste matter and/or were determined to be in violation of Chapter 15.24 of the Bakersfield Municipal Code which prohibits maintaining dangerous buildings. The property owners were notified and failed to comply with the notices to abate such public nuisance. After a hearing duly noticed and held before the Building Director, the Director issued orders requiring the property owner to abate the public nuisance. The subject properties are listed in Exhibit A and Exhibit B.

The owners of the listed properties failed to commence the required work as ordered by the Building Director to abate a public nuisance. As permitted under Chapter 8.80 of the Bakersfield Municipal Code, the public nuisances listed in Exhibit A and Exhibit B were abated under the direction of the Chief Code Enforcement Officer. The costs incurred by the City can be assessed against the property as provided for in Chapter 8.80 of the Bakersfield Municipal Code. Property owners had been given notice of their right to appear at the hearing on this matter before the City Manager designee and to object to the correctness of the costs incurred by the City to remove the public nuisance. The City Manager designee has approved the assessments associated with the properties.

The Council will need to confirm the approval of the City Manager designee of the costs incurred by the City for work performed to remove the public nuisance and order that such costs be made a lien against the property. This will be done by adoption of the attached resolution.

ATTACHMENTS:

Description	Type
Resolution	Resolution
Declaration	Exhibit
Exhibit A	Exhibit
Exhibit B	Exhibit

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BAKERSFIELD CONFIRMING THE APPROVAL BY THE CITY MANAGER DESIGNEE OF THE REPORT OF THE CHIEF CODE ENFORCEMENT OFFICER REGARDING ASSESSMENTS OF CERTAIN PROPERTIES IN THE CITY OF BAKERSFIELD FOR WHICH STRUCTURES HAVE BEEN SECURED AGAINST ENTRY OR FOR THE ABATEMENT OF CERTAIN WEEDS, DEBRIS AND WASTE MATTER AND THE DEMOLISHMENT OF DANGEROUS BUILDINGS AND AUTHORIZING COLLECTION OF THE ASSESSMENTS BY THE KERN COUNTY TAX COLLECTOR.

WHEREAS, the properties in the City of Bakersfield described by assessor parcel number and street address in Exhibit "A" and Exhibit "B" were determined to be in violation of the Bakersfield Municipal Code which prohibits maintaining open and abandoned dilapidated structures which constitute public nuisances and prohibits maintaining hazardous weeds, debris and waste matter; and

WHEREAS, notices and orders of the City of Bakersfield Building Department, as provided in Chapter 8.80 of the Bakersfield Municipal Code, were provided to the record owners of the aforementioned properties; and

WHEREAS, this assessment proceeding was duly noticed and a public hearing held on June 10, 2019, in City Hall North Conference Room B of the City of Bakersfield by the City Manager designee; and

WHEREAS, the City Manager designee has reviewed materials concerning the properties, the abatements and the assessments and has approved the assessments of the parcels;

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

1. That the Chief Code Enforcement Officer caused work to be performed by contractors for removal of public nuisances and submitted and filed with the City Clerk a Report and Assessment List which describes the costs incurred by the City to abate such public nuisances and which is attached hereto as Exhibit "A" and Exhibit "B", and made a part hereof by this reference.

2. The costs incurred and described in the Report and Assessment list, attached hereto as Exhibit "A" and Exhibit "B" are hereby confirmed.

3. The cost of the abatement on the properties as described in Exhibit "A" and Exhibit "B" are hereby made a lien and special assessment against said properties and the Chief Code Enforcement Officer is directed to notify the property owner of and record the lien created herein as required under Government Code Section 38773.1(b)-(c).

4. The assessments enumerated herein are not subject to Proposition 218.

5. That the City Attorney is hereby authorized to commence any action necessary for collecting the sum due including foreclosure on the lien established herein as provided for in Government Code Section 38773.1(c).

6. That the property owners named in said Exhibit "A" and Exhibit "B" may pay, or cause to be paid, the charges stated therein at the office of the Treasury Department, 1600 Truxtun Avenue, Bakersfield, California, at any time prior to the time the

lien imposed under Government Code Section 38773.1 and Bakersfield Municipal Code Section 8.80.190 is foreclosed or placed on the property tax rolls for collection as described in paragraph 7 below.

7. At the discretion of the City Attorney, and in the event such charges assessed and confirmed against the property as listed in Exhibit "A" and Exhibit "B" are not paid in full prior to collection or foreclosure, such special assessment or balance due remaining thereof, may be entered and extended on the property tax roll, and pursuant to law, the County tax collector shall include such amounts on the tax bill applicable to the property for collection therein.

----------o0o----------

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

EXHIBIT "A"

REPORT AND ASSESSMENT LIST
AND DECLARATION OF
DAVID PAQUETTE IN SUPPORT THEREOF

In the matter of the properties listed in the attached Exhibit "A" and Exhibit "B":

I, David Paquette, declare:

1. I am the duly appointed Code Enforcement Supervisor of the City of Bakersfield, California. I am making this declaration pursuant to Chapter 8.80 of the Bakersfield Municipal Code.

2. As provided by Chapter 8.80 of the Bakersfield Municipal Code and pursuant to an order of the Building Director, the Code Enforcement Division removed the public nuisances on the properties listed in Exhibit "A" and Exhibit "B" which are attached hereto and made a part hereof by this reference in April and May 2019. The costs incurred by the City to remove the public nuisances for each respective property set forth herein are also stated in the attached Exhibit "A" and Exhibit "B".

3. Records of the Bakersfield Building Department reflect that on May 16, 2019 a copy of Notice of Filing Report and Assessment List for Abatement of Condition Constituting Public Nuisance and of Hearing Thereon was mailed to the owners of the properties and/or posted.

4. The foregoing matters are within my personal knowledge and if called as a witness herein, I could and would competently testify thereto.

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

Executed this 10th day of June 2019, at Bakersfield, California.

_____
David Paquette
Code Enforcement Supervisor

EXHIBIT "A"
REPORT AND ASSESSMENT LIST
FOR WHICH DANGEROUS BUILDINGS
HAVE BEEN DEMOLISHED

APN	PROPERTY ADDRESS	PROPERTY OWNER	COST TO DO WORK	ADMIN COST	TOTAL COST	WARD
1. 009-511-07-00-9	301 California Avenue 19-100	Jaime Salazar Jr 11113 Vista Ridge Drive Bakersfield, CA 93311	$13,452	$432	$13,884	1

EXHIBIT "B"
REPORT AND ASSESSMENT LIST FOR STRUCTURES
THAT HAVE BEEN SECURED AGAINST ENTRY
OR DECLARED SUBSTANDARD OR FOR
ABATEMENT OF CERTAIN WEEDS, DEBRIS AND WASTE MATTER

APN	PROPERTY ADDRESS	PROPERTY OWNER	COST TO DO WORK	ADMIN COST	TOTAL COST	WARD
1. 018-180-14-00-3	29 Kincaid Street 19-215	Mae Frances Booker 29 Kincaid Street Bakersfield, CA 93307	$799	$852	$1,651	1
2. 018-160-13-00-4	97 S King Street 19-939	Estella Louis 97 S King Street Bakersfield, CA 93307	$820	$852	$1,672	1
3. 172-121-27-00-5	3316 Madison Avenue 19-16	Rena Richardson PO Box 71527 Bakersfield, CA 93387	$294	$852	$1,146	1
4. 011-121-16-00-9	1412 Terrace Way 19-1217	Jack Haddad & Nuha Haddad 12057 Louise Avenue Granada Hills, CA 91344	$0	$145	$145	1
5. 018-360-37-00-2	301 Tyree Toliver Street 19-940	Karen Andrea Ledesma PO Box 10535 Bakersfield, CA 93389	$344	$852	$1,196	1
6. 010-090-03-00-9	217 Union Avenue 19-953	Jack Haddad & Nuha Haddad 12057 Louise Avenue Granada Hills, CA 61344	$1,130	$852	$1,982	1
7. 018-062-08-00-5	1405 E 9th Street 19-712	Cooper Edythe Jonetta Mc Culloch 6500 Caswell Avenue Bakersfield, CA 93309	$0	$145	$145	1
8. 014-100-01-00-3	1217 Baker Street 19-665	Ammen Haddad 12057 Louise Avenue Granada Hills, CA 91344	$250	$852	$1,102	2
9. 013-080-04-00-0	725 Jefferson Street 19-685	Virginia Long 725 Jefferson Street Bakersfield, CA 93305	$344	$852	$1,196	2
10. 120-110-21-00-8	3704 K Street 18-6736	Arnulfo Elizalde 3704 K Street Bakersfield, CA 93301	$0	$420	$420	2
11. 005-331-31-00-8	2520 L Street 17-6988	Mahmoud Abdelhak PO Box 12424 Marina Del Rey, CA 90295	$0	$852	$852	2
12. 014-250-06-00-2	451 Lake Street 19-159	Tauirna Rocha 565 Prospect Boulevard Elgin, IL 60120	$244	$852	$1,096	2
13. 014-250-22-00-8	461 Lake Street 19-756	Jeannette Erassarret 461 Lake Street Bakersfield, CA 93305	$499	$852	$1,351	2
14. 015-310-03-00-7	1409 Monterey Street 19-189	Jeremy Willer & Kim Willer 6702 Montagna Drive Bakersfield, CA 93306	$493	$852	$1,345	2
15. 002-051-01-00-9	3230 Q Street 19-870	Aquiles Leon PO Box 441 Porterville, CA 93257	$300	$852	$1,152	2
16. 002-041-06-00-1	3315 San Dimas Street 18-7231	Francisca Duran 3315 San Dimas Street Bakersfield, CA 93301	$265	$852	$1,117	2

APN	PROPERTY ADDRESS	PROPERTY OWNER	COST TO DO WORK	ADMIN COST	TOTAL COST	WARD
17. 016-070-15-00-0	706 E 21st Street 17-6012	Minesh Mistry & Manisha Mistry 310 Marcia Street Mansfield, LA 71052	$0	$852	$852	2
18. 126-130-04-00-7	2421 Haley Street 19-1533	Bharat Patel & Shobhana Patel 1622 Union Avenue Bakersfield, CA 93305	$0	$145	$145	3
19. 021-351-13-00-0	2900 Pomona Street 19-715	Deloris Smith 2900 Pomona Street Bakersfield, CA 93305	$610	$852	$1,462	3
20. 388-030-01-00-9	Unassigned 19-315	Westminster Capital Inc 233 Wilshire Bl Suite 525 Santa Monica, CA 90401	$0	$420	$420	3
21. 387-341-11-00-8	5608 Via Venezia 18-5313	Oasis One LLC 43453 W 62nd Street Lancaster, CA 93536	$0	$420	$420	3
22. 465-341-05-00-0	11924 Jenlee Avenue 18-5647	Thomas Navarrette 11924 Jenlee Avenue Bakersfield, CA 93312	$0	$852	$852	4
23. 392-291-30-00-7	9404 Lanneau Court 19-1841	Dilminder Pannu 1338 Linda Vista Avenue Porterville, CA 93257	$0	$145	$145	5
24. 394-162-03-00-2	11123 Prairie Stone Place 19-1169	Charity Ann Schuck 1230 Flower Street Apt 5 Bakersfield, CA 93305	$0	$420	$420	5
25. 498-102-11-00-4	6100 Quaking Aspen Street 19-406	Javier Robledo 6100 Quaking Aspen Street Bakersfield, CA 93313	$950	$852	$1,802	6
26. 412-080-14-00-8	912 Caroline Court 19-468	Ace Sec Corp Home Equity Tr 2501 S State Hwy 121 Lewisville, TX 75067	$490	$852	$1,342	7
27. 413-111-12-00-4	6308 Springbrook Drive 19-411	Nathalia D Souza PO Box 2730 California City, CA 93504	$350	$1,611	$1,961	7

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent – Resolutions g.

TO: Honorable Mayor and City Council

FROM: Lyle D. Martin, Chief of Police

DATE: 6/6/2019

WARD:

SUBJECT: Resolution authorizing the Chief of Police to execute the PSN Grant Subaward from CalOES, including any extensions or amendments thereof.

STAFF RECOMMENDATION:

Staff recommends adoption of resolution.

BACKGROUND:

On March 20, 2018 the City of Bakersfield Police Department (BPD) was awarded a grant from the Governor's Office of Emergency Services (Cal OES). The grant was awarded as part of the 2017 Project SAFE Neighborhood Program, in the amount of $450,000, to fund the implementation of the ShotSpotter gunfire detection system and an evaluation of the project's effectiveness by Cal State Bakersfield.

The BPD received a site visit performance assessment in May 2019, in accordance with the grant requirements. The purpose of the site visit performance assessment report is to make an on-site assessment of current project conditions and to provide technical assistance.

During the site visit Cal OES staff determined that the City of Bakersfield Project Safe Neighborhood Program appeared to be well run, and provided the BPD with information and direction that will assist the project in meeting program goals.

It has been determined that the program would benefit by a 12 month no-cost extension to facilitate completion of program goals. An extension will change the scope of the agreement and performance period of the award, and will therefore require an amendment to the Cal OES subaward. To facilitate accepting the amendment, the State requires a resolution by the City Council authorizing the Chief of Police to execute the PSN Grant Subaward from CalOES, including any extensions or amendments thereof. Therefore, the BPD recommends the adoption of the proposed resolution.

ATTACHMENTS:

Description	Type
Resolution	Resolution
PSN Subaward Document	Backup Material

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO EXECUTE, ON BEHALF OF THE CITY OF BAKERSFIELD, THE ATTACHED GRANT SUBAWARD MADE AVAILABLE THROUGH THE GOVERNOR'S OFFICE OF EMERGENCY SERVICES, INCLUDING ANY EXTENSIONS OR AMENDMENTS THEREOF.

WHEREAS, the City of Bakersfield desires to undertake a certain project, designated as the Project SAFE Neighborhood Program, to be funded in part from funds made available through the Governor's Office of Emergency Services, referred to as CalOES.

NOW, THEREFORE, BE IT RESOLVED, that the Chief of Police of the City of Bakersfield is authorized, on its behalf to submit the attached Application for the Project SAFE Neighborhood Program to Cal OES and is authorized to execute on behalf of the City of Bakersfield the attached Grant Subaward including any extensions or amendments thereof, and;

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body, and;

BE IT FURTHER RESOLVED that the City of Bakersfield agrees to abide by the rules and regulations of Cal OES.

Signatures on the Following Page
----------o0o----------

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:	_____

_____
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 _____
VIRIDIANA GALLARDO-KING
Associate Attorney

DWB
P:\BPD\ADMIN RPTS\ADMIN RPTS FY 18-19\21 ADMIN RPT (06-28-19) 2017 PSN GRANT (PROOF OF AUTHORITY).DOCX
--June 6, 2019

EDMUND G. BROWN JR.
GOVERNOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

MARK S. GHILARDUCCI
DIRECTOR

March 20, 2018

Joe Mullins, Captain
Bakersfield, City of
1601 Truxtun Avenue
Bakersfield, CA 93301

Subject: **NOTIFICATION OF APPLICATION APPROVAL**
Project Safe Neighborhoods
Subaward #: US17 01 6203, Cal OES ID: 029-03526

Dear Captain Mullins:

Congratulations! The California Governor's Office of Emergency Services (Cal OES) has approved your application in the amount of $450,000, subject to Budget approval. A copy of your approved subaward is enclosed for your records.

Cal OES will make every effort to process payment requests within 45 days of receipt.

This subaward is subject to the Cal OES Subrecipient Handbook. You are encouraged to read and familiarize yourself with the Cal OES Subrecipient Handbook, which can be viewed on Cal OES website at www.caloes.ca.gov.

Any funds received in excess of current needs, approved amounts, or those found owed as a result of a close-out or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal OES.

Should you have questions on your subaward please contact your Program Specialist.

VSPS Grants Processing

Enclosure

c: Subrecipient's file

3650 SCHRIEVER AVENUE • MATHER, CALIFORNIA 95655
VICTIM SERVICES & PUBLIC SAFETY BRANCH
TELEPHONE: (916) 845-8112 • FAX: (916) 636-3770

(Cal OES Use Only)							
Cal OES#	029-035026.04	FIPS#	029-035026	VS #		Subaward #	US 17016203

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES), makes a Grant Subaward of funds set forth to the following:

1. Subrecipient: City of Bakersfield **1a. DUNS#:** 063810972

2. Implementing Agency: Bakersfield Police Department **2a. DUNS#:** 063810972

3. Implementing Agency Address: 1601 Truxtun Ave. (Street) Bakersfield (City) 93301-5141 (Zip+4)

4. Location of Project: Bakersfield (City) Kern (County) 93304 (Zip+4)

5. Disaster/Program Title: Project SAFE Neighborhood Program **6. Performance Period:** 10/01/2017 to 06/30/2019

7. Indirect Cost Rate: ☑ N/A; ☐ 10% de minimis; ☐ Federally Approved ICR _____%

Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Project Cost
2017	8. PSNE		$ 450,000				$ 0	$ 450,000
Select	9. Select						$ 0	$ 0
Select	10. Select						$ 0	$ 0
Select	11. Select						$ 0	$ 0
Select	12. Select						$ 0	$ 0
	TOTALS	$ 0	$ 450,000	$ 450,000	$ 0	$ 0	$ 0	12. G Total Project Cost: $ 450,000

13. Certification - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. CA Public Records Act - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. Official Authorized to Sign for Subrecipient: **16. Federal Employer ID Number:** 95-6000672

Name: Lyle D. Martin Title: Chief of Police

Telephone: (661) 326-3821 (area code) FAX: (661) 852-2154 (area code) Email: lmartin@bakersfieldpd.us

Payment Mailing Address: 1601 Truxtun Ave. City: Bakersfield Zip+4: 93301-5141

Signature: Date: 2/27/18

[FOR Cal OES USE ONLY]

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

Cal OES Fiscal Officer — Date: 3/13/18 — Cal OES Director (or designee) — Date: 3/16/18

Yr: 2017-18 / Chapter: 14/ PCA No: 18667
Item: 0690-102-0890 Component: 40.30.504
FAIN #: 2017-GP-BX-0014 CFDA#: 16.609
Federal Award Dates: 10/01/17 – 09-30-19
Fund: Federal Fund
Program: **Project Safe Neighborhoods**
Match Req.:None
Project No.:17PSNE Amount: $450,000

ML# 649921

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUPPLEMENTAL GRANT SUBAWARD INFORMATION

1. **Cal OES Contact Information Section:**
   Governor's Office of Emergency Services
   Mark S. Ghilarducci, Director
   3650 Schriever Avenue
   Mather, CA 95655
   (916) 845-8506 phone • (916) 845-8511 fax

2. **Federal Awarding Agency Section:**

Fund Year	Federal Program Fund / CFDA #	Federal Awarding Agency	Total Federal Award Amount	Total Local Assistance Amount
2017	Project Safe Neighborhoods Program (PSN) / 16.609	Bureau of Justice Assistance	$500,000	$450,000
Choose an item.	Choose an item.	Choose an item.	$	$
Choose an item.	Choose an item.	Choose an item.	$	$
Choose an item.	Choose an item.	Choose an item.	$	$
Choose an item.	Choose an item.	Choose an item.	$	$

3. **Project Description Section:**

   - Project Acronym (Please choose from drop down):
     Project Safe Neighborhoods Program (US)

   - Project Description (Please type the Project Description):

     Provides funding toward a comprehensive strategic approach targeting gun crime and violent offenders by linking federal, state, and local law enforcement, prosecutors and community leaders to implement multi-faceted strategies to reduce gun and gang violence.

4. **Research & Development Section:**

   - Is this Subaward a Research & Development grant? Yes ☒ No ☐

SPECIAL CONDITION

Grant Subaward No. US17016203 is hereby approved with the following condition:

- The 2017 PSNE funds in the amount of $450,000 cannot be expended until the FY2017/2018 Federal PSNE Award Special Conditions are fulfilled, and the FY2017/18 Federal PSNE funds are released and received by Cal OES.

Should the Federal PSNE be reduced, you will be notified and required to amend the Subaward.

Failure to comply with these requirements may result in the withholding and disallowance of grant payments, the reduction or termination of the Grant Subaward and/or the denial of future grant funds.

PROJECT CONTACT INFORMATION

Subrecipient: City of Bakersfield Subaward #: US17016203

Provide the name, title, address, telephone number, and e-mail address for the project contacts named below. **NOTE: If you use a PO Box address, a street address is also required for package delivery and site visit purposes.**

1. The **Project Director** for the project:

Name: Joe Mullins Title: Captain

Telephone #: (661) 852-7851 Fax#: (661)852-2154 Email Address: jmullins@bakersfieldpd.us

Address/City/Zip: 1601 Truxtun Ave. Bakersfield CA 93301

2. The **Financial Officer** for the project:

Name: Darrin Branson Title: Business Manager

Telephone #: (661)326-3153 Fax#: (661) 852-2154 Email Address: dbranson@bakersfieldpd.us

Address/City/Zip: 1601 Truxtun Ave. Bakersfield CA 93301

3. The **person** having **Routine Programmatic** responsibility for the project:

Name: Jason Townsend Title: Lieutenant

Telephone #: (661)326-3818 Fax#: (661) 852-2154 Email Address: jtownsend@bakersfieldpd.us

Address/City/Zip: 1601 Truxtun Ave. Bakersfield CA 93301

4. The **person** having **Routine Fiscal Responsibility** for the project:

Name: Dawn McWilliams Title: Accounting Clerk

Telephone #: (661) 326-3523 Fax#: (661) 852-2154 Email Address: dmcwilliams@bakersfieldpd.us

Address/City/Zip: 1601 Truxtun Ave. Bakersfield CA 93301

5. The **Executive Director** of a Community Based Orgranization or the **Chief Executive Officer** (i.e., chief of police, superintendent of schools) of the implementing agency:

Name: Lyle D. Martin Title: Chief of Police

Telephone #: (661) 326-3821 Fax#: (661) 852-2154 Email Address: lmartin@bakersfieldpd.us

Address/City/Zip: 1601 Truxtun Ave. Bakersfield CA 93301

6. The **Official Designated** by the Governing Board to enter into the Grant Subaward for the City/County or Community-Based Organization, as stated in Section 14 of the Grant Subaward Face Sheet:

Name: Lyle D. Martin Title: Chief of Police

Telephone #: (661) 326-3821 Fax#: (661) 852-2154 Email Address: lmartin@bakersfieldpd.us

Address/City/Zip: 1601 Truxtun Ave. Bakersfield CA 93301

7. The **chair** of the **Governing Body** of the subrecipient:

Name: Karen Goh Title: Mayor, City of Bakersfield

Telephone #: (661) 326-3770 Fax#: (661) 852-2154 Email Address: kgoh@bakersfieldcity.us

Address/City/Zip: 1501 Truxtun Ave. Bakersfield CA 93301

SIGNATURE AUTHORIZATION

Subaward #: US17016203 ~~US17026203~~ MS

Subrecipient: City of Bakersfield

Implementing Agency: Bakersfield Police Department

*The **Project Director** and **Financial Officer** are ***REQUIRED*** to sign this form.

***Project Director:** Joe Mullins

Signature: 2/1/18

Date: 2/12/18

***Financial Officer:** Darrin Branson

Signature: Darrin Branson

Date: 02/12/18

The following persons are authorized to sign for the **Project Director**

Signature

Lyle D. Martin

Print Name

Signature

Evan Demestihas

Print Name

Signature

Mike Hale

Print Name

Signature

Print Name

Signature

Print Name

The following persons are authorized to sign for the **Financial Officer**

Signature

Greg Terry

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

CERTIFICATION OF ASSURANCE OF COMPLIANCE
Project Safe Neighborhoods (PSN) Fund

I, Lyle D. Martin hereby certify that
(official authorized to sign Subaward; same person as Section 15 on Subaward Face Sheet)

SUBRECIPIENT: City of Bakersfield

IMPLEMENTING AGENCY: Bakersfield Police Department

PROJECT TITLE: Bakersfield Gun Project

is responsible for reviewing the *Subrecipient Handbook* and adhering to all of the Subaward requirements (state and/or federal) as directed by Cal OES including, but not limited to, the following areas:

I. Federal Grant Funds

Subrecipients expending $750,000 or more in federal grant funds annually are required to secure an audit pursuant to OMB Uniform Guidance 2 CFR Part 200, Subpart F and are allowed to utilize federal grant funds to budget for the audit costs. See Section 8000 of the Subrecipient Handbook for more detail.

☑ The above named Subrecipient receives $750,000 or more in federal grant funds annually.

☐ The above named Subrecipient does not receive $750,000 or more in federal grant funds annually.

II. Equal Employment Opportunity – (*Subrecipient Handbook Section 2151*)

It is the public policy of the State of California to promote equal employment opportunity (EEO) by prohibiting discrimination or harassment in employment because of ancestry, age (over 40), color, disability (physical and mental, including HIV and AIDS), genetic information, gender, gender identity, gender expression, marital status, medical condition (genetic characteristics, cancer or a record or history of cancer), military, veteran status, national origin, race, religion (includes religious dress and grooming practices), sex (includes pregnancy, childbirth, breastfeeding and/or related medical conditions) sexual orientation, or request for family medical leave. **Cal OES-funded projects certify that they will comply with all state and federal requirements regarding equal employment opportunity, nondiscrimination and civil rights.**

Please provide the following information:

Equal Employment Opportunity Officer: Lisa McGranahan

Title: Human Resources Manager

Address: 1600 Truxtun Ave. Bakersfield CA 93301

Phone: (661) 326-3408

Email: LMcgranahan@bakersfieldcity.us

III. Drug-Free Workplace Act of 1990 – *(Subrecipient Handbook, Section 2152)*

The State of California requires that every person or organization subawarded a grant or contract shall certify it will provide a drug-free workplace.

IV. California Environmental Quality Act (CEQA) – *(Subrecipient Handbook, Section 2153)*

The California Environmental Quality Act (CEQA) (*Public Resources Code, Section 21000 et seq.)* requires all Cal OES funded projects to certify compliance with CEQA. Projects receiving funding must coordinate with their city or county planning agency to ensure that the project is compliance with CEQA requirements.

V. Lobbying – (*Subrecipient Handbook Section 2154)*

Cal OES grant funds, grant property, or grant funded positions shall not be used for any lobbying activities, including, but not limited to, being paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

VI. Debarment and Suspension – *(Subrecipient Handbook Section 2155)*

(This applies to federally funded grants only.)

Cal OES-funded projects must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department of agency.

VII. *Proof of Authority from City Council/Governing Board*

The above-named organization (Applicant) accepts responsibility for and will comply with the requirement to obtain a signed resolution from the city council/governing board in support of this program. The applicant agrees to provide all matching funds required for said project (including any amendment thereof) under the Program and the funding terms and conditions of Cal OES, and that any cash match will be appropriated as required. It is agreed that any liability arising out of the performance of this Subaward, including civil court actions for damages, shall be the responsibility of the grant Subrecipient and the authorizing agency. The State of California and Cal OES disclaim responsibility of any such liability. Furthermore, it is also agreed that grant funds received from Cal OES shall not be used to supplant expenditures controlled by the city council/governing board.

The applicant is required to obtain written authorization from the city council/governing board that the official executing this agreement is, in fact, authorized to do so. The applicant is also required to maintain said written authorization on file and readily available upon demand.

VIII. Civil Rights Compliance

The Subrecipient complies will all laws that prohibit excluding, denying or discriminating against any person based on actual or perceived race, color, national origin, disability, religion, age, sex, gender identity, and sexual orientation in both the delivery of services and employment practices and does not use federal financial assistance to engage in explicitly religious activities.

IX. Special Conditions for Grant Subaward with Project Safe Neighborhoods (PSN) Funds

1. Subrecipient agrees to promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

   Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by:

   - Mail: Office of the Inspector General
     U.S. Department of Justice, Investigations Division
     950 Pennsylvania Avenue, N.W. Room 4706
     Washington, DC 20530;
   - Email: oig.hotline@usdoj.gov;
   - Hotline (contact information in English and Spanish): (800) 869-4499; or
   - Hotline fax: (202) 616-9881.

   Additional information is available from the DOJ OIG website at: www.usdoj.gov/oig.

1. Restrictions and certifications regarding non-disclosure agreements and related matters.

   No subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

   The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

   a. In accepting this award, the subrecipient:

      - Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

      - Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

   b. If the subrecipient does or is authorized to make subawards or contracts under this award, it represents that:

      - It has determined that no other entity that the subrecipient application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently

prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

- It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation;

- it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. The subrecipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force for the district covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives (such as Weed & Seed and ATF's Youth Crime Gun Interdiction Initiative), and other ongoing, local gun prosecution and law enforcement strategies.

All appropriate documentation must be maintained on file by the project and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Subrecipient may be ineligible for subaward of any future grants if the Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

CERTIFICATION

I, the official named below, am the same individual authorized to sign the Subaward [Section 15 on Grant Subaward Face Sheet], and hereby swear that I am duly authorized legally to bind the contractor or grant Subrecipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Authorized Official's Signature:

Authorized Official's Typed Name: Lyle D. Martin

Authorized Official's Title: Chief of Police

Date Executed: 2/12/18

Federal Employer ID #: 95-6000672 Federal DUNS # 063810972

Current System for Award Management (SAM) Expiration Date: ~~4/10/2018~~ 01/26/19 as

Executed in the City/County of: Bakersfield/ Kern

AUTHORIZED BY: *(not applicable to State agencies)*

- ☐ City Financial Officer
- ☑ City Manager
- ☐ Governing Board Chair
- ☐ County Financial Officer
- ☐ County Manager

Signature:

Typed Name: Alan Tandy

Title: City Manager

BUDGET CATEGORY AND LINE ITEM DETAIL

Subrecipient: City of Bakersfield	Subaward #: US17016203
A. Personal Services – Salaries/Employee Benefits	**COST**
	$0
	$0
	$0

BUDGET CATEGORY AND LINE ITEM DETAIL

Subrecipient: City of Bakersfield	Subaward #: US17016203

B. Operating Expenses	COST
ShotSpotter installation and subscription contract	$430,000
Travel- Reducing Violent Crime Workshop	$0
Airfare- 2 persons at $560.50 each	$1,121
Parking and Tolls	$150
Rental Car	$251
Hotel- 2 persons for 5 nights at $242/night	$2,420
Per diem- two persons for 5.5 days at $69/day	$759
Travel- Smart Suite Researchers-Practitioners Academy	$0
Airfare- 4 persons at $560.25 each	$2,241
Parking and Tolls	$150
Rental Car	$251
Hotel- 4 persons for 5 nights at $242/night	$4,840
Per diem- four persons for 5.5 days at $69/day	$1,518
	$0
Evaluation by Research Partner California State University Bakersfield	$6,299
	$0
	$0
	$0
	$0
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	$0
	$0
	$0
	$0
Operating Section Total	$0
OPERATING SECTION TOTAL	**$450,000**

TNE

BUDGET CATEGORY AND LINE ITEM DETAIL

Subrecipient: City of Bakersfield	Subaward #: US17016203
C. Equipment	**COST**
	$0
	$0
	$0

VSPS Budget Summary Report

US17 Project Safe Neighborhoods
Bakersfield, City of
Project Safe Neighborhood Program

Subaward #: US17 01 6203
Performance Period: 10/01/17 - 06/30/19
Latest Request: , Not Final 201

A. Personal Services - Salaries/Employee Benefits

F/S/L	Funding Source	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	17PSNE	0	0	0	0	0
Total A. Personal Services - Salaries/Employee Benefits:		***0***	***0***	***0***	***0***	***0***

B. Operating Expenses

F/S/L	Funding Source	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	17PSNE	450,000	0	450,000	0	450,000
Total B. Operating Expenses:		***450,000***	***0***	***450,000***	***0***	***450,000***

C. Equipment

F/S/L	Funding Source	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	17PSNE	0	0	0	0	0
Total C. Equipment:		***0***	***0***	***0***	***0***	***0***

	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
Total Local Match:	**0**	**0**	**0**	**0**	**0**
Total Funded:	**450,000**	**0**	**450,000**	**0**	**450,000**
Total Project Cost:	**450,000**	**0**	**450,000**	**0**	**450,000**

F/S/L (Funding Types): F=Federal, S=State, L=Local Match
Paid/Expended=posted in ledger w/Claim Schedule, Pending=Processed, but not yet in Claim Schedule

Subrecipient: City of Bakersfield Subaward #: US17016203 ~~US17026203~~

Budget Narrative

YEAR ONE				
Item	**Explanation**	**City Funds**	**Grant Funds**	**Total**
Evaluation	Research Team led by Dr. Zachary Hays of CSU Bakersfield-Dr. Hays and his team will gather historical data, including information on shots fired and police response, in the Area of Concern and a selected control area. The research team will use the data as the basis for an assessment of ShotSpotter effectiveness. The research team will assist in presenting public information meetings and gathering data at those meetings on public perception of public safety and police effectiveness with regard to gunfire. The research team will provide quarterly updates to the Project Director.	**$48,576**	**$6,299**	**$54,875**
ShotSpotter	ShotSpotter contract: The City of Bakersfield will contract with ShotSpotter Technologies to plan and install ShotSpotter coverage in the AoC, provide training to BPD personnel in the use of ShotSpotter technology, and provide the ShotSpotter subscription service throughout the year.		**$235,000**	**$235,000**
Travel	City Employees: Three members of the Project team will attend the Smart Suite Researcher-Practitioner Fellows Academy in Washington, DC.		**$6,851**	**$6,851**
	City Employees: One member of the Project team will attend the Reducing Violent Crime Workshop in Washington, D.C.		**$2,550**	**$2,550**
	CSUB Research Team: One member of the Research team will attend the Smart Suite Researcher-Practitioner Fellows Academy in Washington, DC.		**$2,150**	**$2,150**
	CSUB Research Team: One member of the Research team will attend the Reducing Violent Crime Workshop in Washington, D.C.		**$2,150**	**$2,150**
YEAR ONE TOTALS		**$48,576**	**$255,000**	**$303,576**

Subrecipient: City of Bakersfield Subaward #: US17016203 ~~US17026203~~

YEAR TWO				
Item	**Explanation**	**City Funds**	**Grant Funds**	**Total**
California State University Bakersfield	Research Team led by Dr. Zachary Hays Dr. Hays and his team will gather historical data, including information on shots fired and police response, in the Area of Concern and a selected control area. The research team will use the data as the basis for an assessment of ShotSpotter effectiveness. The research team will assist in presenting public information meetings and gathering data at those meetings on public perception of public safety and police effectiveness with regard to gunfire. The research team will provide quarterly updates to the Project Director.	**$54,875**		**$54,875**
ShotSpotter	ShotSpotter contract: The City of Bakersfield will contract with ShotSpotter Technologies to provide training to BPD personnel in the use of ShotSpotter technology, and provide the ShotSpotter subscription service throughout the year.		**$195,000**	**$195,000**
YEAR TWO TOTALS		**$54,875**	**$195,000**	**$249,875**
YEAR ONE TOTALS		**$48,576**	**$255,000**	**$303,576**
PROJECT TOTALS		**$103,451**	**$450,000**	**$553,451**

PROJECT SUMMARY

1. Subaward #: US17016203

2. PROJECT TITLE Project SAFE Neighborhood Program

3. PERFORMANCE PERIOD

10/01/2017 to 06/30/2019

4. SUBRECIPIENT

Name:	City of Bakersfield	Phone:	(661)852-7851
Address:	1600 Truxtun Ave.	Fax #:	(661) 852-2154
City:	Bakersfield	Zip:	93301

5. GRANT AMOUNT

(this is the same amount as 12G of the Grant Subaward Face Sheet)

$ 450,000

6. IMPLEMENTING AGENCY

Name:	Bakersfield Police Department	Phone:	(661)326-3800	Fax #:	(661)852-2154
Address:	1601 Truxtun Ave.	City:	Bakersfield	Zip:	93301

7. PROGRAM DESCRIPTION

This program installs a gunshot detection and location system in an area of Central Bakersfield, provides training for law enforcement and other first responders in its use, and assesses the impact of the program on community perception of police response to gunfire.

8. PROBLEM STATEMENT

Gun and gang violence is a serious problem in Bakersfield. Shootings are highly concentrated in disadvantaged neighborhoods and disproportionately impact communities of color. Community cooperation is limited in areas domintaed by criminal street gangs.

9. OBJECTIVES

1: Improve police response to gunfire in the Area of Concern.
2: Improve prosecution efforts for gun crime in the AoC.
3: Generate community collaboration and cooperation with law enforcement efforts to reduce gunfire and increase public safety.

10. ACTIVITIES

Improve police response to gunfire in the Area of Concern: Install ShotSpotter coverage for the AoC, Reduce average police response time to the scene of shootings in the AoC, Locate more shooting scenes and increase public awareness of police response through contact at scenes and follow-up such as canvassing and "door hanger" information cards, Generate actionable intelligence reports to guide patrol, gang suppression, and community outreach efforts. Improve prosecution efforts for gun crime in the AoC: Increase gun seizures and shooting arrests in the AoC, Work in conjunction with the Kern County District Attorney's Office and the United States Attorney's office for coordination of appropriate prosecutions on gun and felon with gun charges. Generate community cooperation with law enforcement efforts to reduce gunfire: Educate residents of the AoC through community outreach, media, and public education efforts; Formulate police response protocols that emphasize police concern for public safety and community cooperation; Establish that public perception of project technology and police response to gunfire events in the AoC is positive and preventative.

11. EVALUATION (if applicable)

Research partner California State University Bakersfield will conduct an evaluation of the program's effectiveness in meeting stated goals and objectives.

12. NUMBER OF CLIENTS

(if applicable)

13. PROJECT BUDGET

(these are the same amounts as on Budget Pages)	Personal Services	Operating Expenses	Equipment	TOTAL
ShotSpotter installation and subscription contract		$430,000		$430,000
Travel		$13,701		$13,701
Evaluation by Research Partner California State University Bakersfield		$6,299		$6,299
				$0
				$0
				$0
Totals:	$0	$450,000	$0	$450,000

Project Narrative

Statement of the Problem

Bakersfield is a city of 374,110 people located at the southern end of California's Central Valley in the Eastern District of California. Bakersfield, the county seat and the largest city in Kern County, suffers from gang and gun violence. The Bakersfield Gun Violence Project seeks $500,000 over two years to implement ShotSpotter technology in an area suffering the highest rates of gunfire. ShotSpotter is proven technology used nationwide to immediately identify the location of gunfire and direct police to the spot within seconds. This project will improve police response to gunfire, increase state and federal prosecution of gun crime within the covered area, and increase positive police-community interactions and service opportunities by quickly placing police on scene of illegal shootings and generating actionable intelligence on the frequency and exact location of gunfire.

Gun Violence in Bakersfield is a Serious Problem

On a hot afternoon in May of 2016, children gathered for dismissal at McKinley Elementary school on 4th Street in Bakersfield. Hundreds of fourth and fifth-graders lined up to board buses or await parents who were on foot and in cars parked along busy 4th Street on the south side of Lowell Park. In the middle of the park, 20-year old Damien Wofford barbecued with his uncle. A young man approached Damien and asked, "You Westside?" Damien's answer cost him his life. The man opened fire, killing Damien instantly and sending bullets across the park and into a retirement home. School aides rushed the front of the school, grabbing children in their arms and shouting at the rest to run inside. Luckily, no children were struck by bullets that day. The effect on their lives from the exposure to gunfire and murder remains to be seen.

On February 23rd, 2017, as this grant application was being prepared, a young man loaded his girlfriend's children into the backseat of his car and drove away from an apartment in the 1400 block of S Street, only blocks from Lowell Park. As he slowed at the intersection with California Avenue, a dark sedan pulled up and a passenger in the sedan sprayed 9 mm bullets at the car. Multiple rounds entered the car from the rear, passing through the trunk and the back seat. The bullets struck and killed five year-old Kason Guyton and seriously injured his seven year-old brother. The driver, a long-time associate of a criminal street gang, was uninjured.

The murder of Damien Wofford was solved; the killer remains in custody. Kason's murderer is at large at the time of this writing. Sadly, these incidents are typical of the 1,121 (source: BPD crime reports) shootings in Bakersfield in the last five years. The victims have been of every age; there is usually no lead-up or provocation. **The people who live, work, and attend school in the area of Damien and Kason's murders are more in danger of being killed than anyone else in the City of Bakersfield.**

Gun Violence in Bakersfield is Highly Concentrated

Violent crime statistics for the City of Bakersfield show an increase in 2014, 2015, and 2016. Bakersfield also has a higher rate of homicide (6.1 per 100,000 in 2015) and aggravated assault (292 per 100,000) than California on average (4.8 per 100,000 homicide, 253 per 100,000 aggravated assault) (source: 2015 Crime in the United States; published by the FBI).

TYPE OF CRIME	2010	2011	2012	2013	2014	2015	2016
Homicide	32	18	34	24	17	22	32
Aggravated Assault	1397	1261	1141	1083	981	1062	1108

In a small portion of Bakersfield, however, one can find a much higher concentration of gunfire, shooting victims, and homicides. The Area of Concern (AoC), roughly defined as an area in US census tracts 20,21,22,14, and 15 for Bakersfield and mapped below:

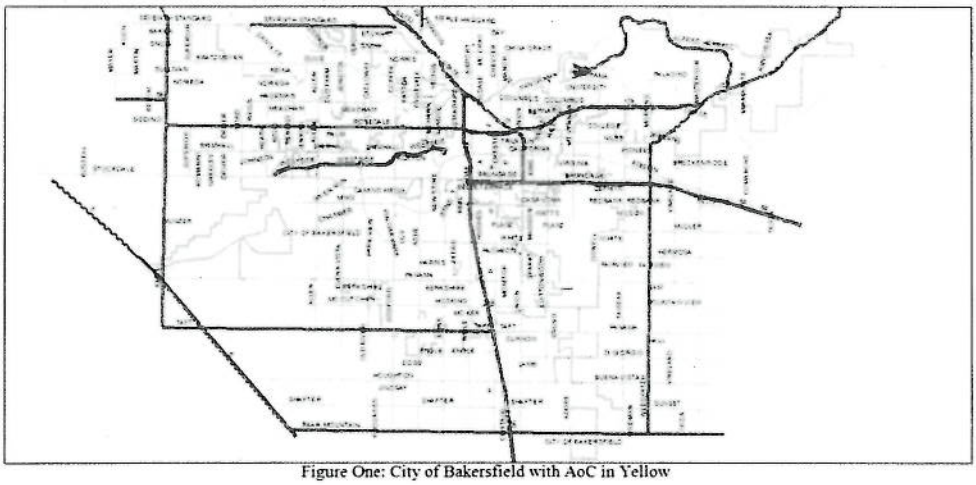


Figure One: City of Bakersfield with AoC in Yellow

As can be seen in Figure Two, displaying all shootings at persons and homes from 2012-2016, this Area of Concern (AoC) experiences the highest concentration of gunfire in the city:

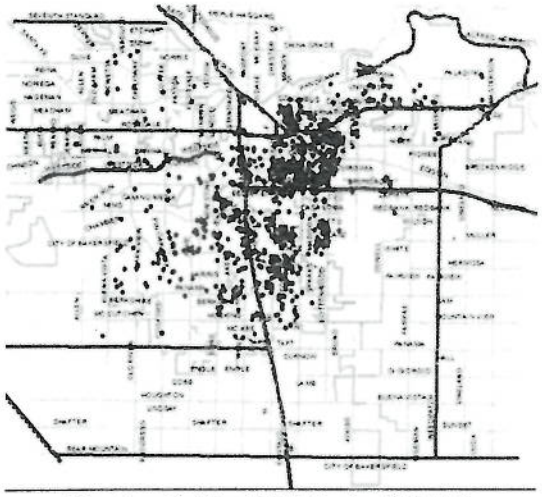
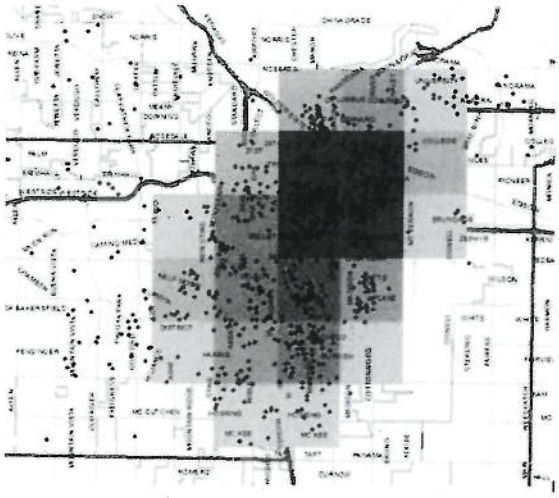


Figure Two: City Map with All Shootings 2012-2016



Hotspot map showing All Shootings 2012-2016

This three square miles represents only 2.08% of Bakersfield's 143.6 square miles and only 7.8% of the city's population, but these people hear, see, and are all too often struck by

28% of the gunfire (314 of 1,121 shootings over five years) that occurs in the city. The chart below displays the shooting data for those five years.

YEAR	Bakersfield Overall	Area of Concern	% in AoC
2012	269	67	24.9%
2013	116	21	18.1%
2014	187	67	35.8%
2015	248	76	30.6%
2016	301	83	27.5%

Thus, the below Area has been designated as the Area of Concern for this project in order to most strongly impact the problem of illegal gunfire:

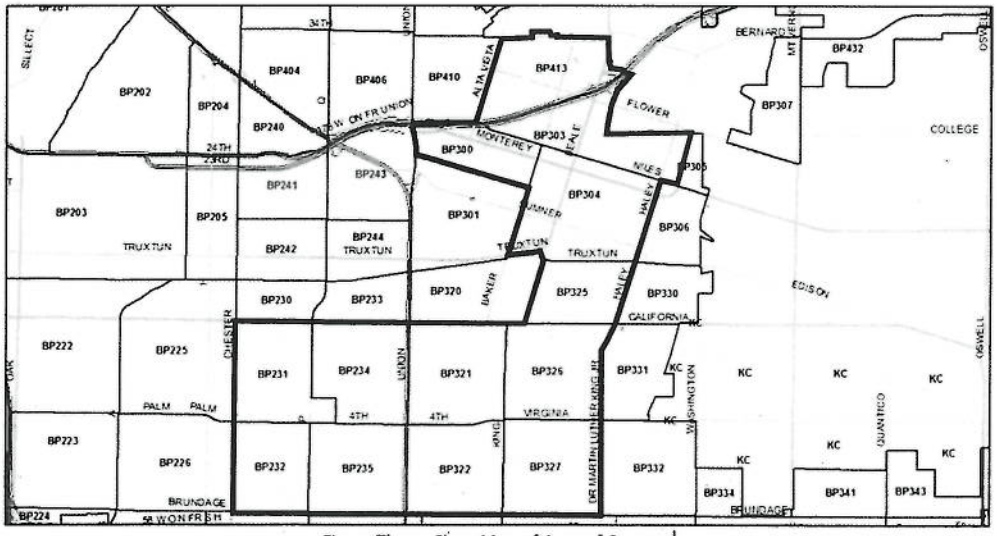


Figure Three: Close Map of Area of Concern

In this Area, Gun Violence is Gang Violence, Gang Violence is Gun Violence

A large proportion of these shootings are linked to the gang presence that dominates the AoC. The city's two most violent criminal street gangs, the East Side Crips and West Side Crips, occupy traditional territory that covers the AoC. The Bakersfield Police Department's gang unit has determined that 45% of the 1,121 shootings that occurred in the city over the past five years have been gang-related or probably gang-related. In 2016, the Bakersfield Police Department's gang unit seized 243 illegal firearms from gang members or affiliates- this is 48% of the firearms seized by the entire department that year.

The population of the AoC is 73% Hispanic, 16% African-American, and 9% white. The most violent gangs, the East and West Side Crips, are predominantly African-American. **Gun violence disproportionately affects the African-American community in Bakersfield: the population of Bakersfield is 8.2% African-American but 58% of the shooting victims in 2016 were African-American.** The stressful and sometimes confrontational nature of shooting scenes and investigations can exacerbate tensions between the black community and police.

The AoC experiences a number of risk factors that are often precursors for gang involvement. Unemployment, incarceration, and single-parent families are all higher than in other areas of Bakersfield; high school graduation rates and incomes are substantially lower (source: US Census and BPD crime report data). The high availability of firearms also acts to make the AoC a place where gangs thrive and opportunity keeps its distance. The poverty rate in the AoC is 51.7%, compared to 19.8% in the city as a whole.

Current Violence Reduction Strategies and How PSN will be Integrated

The Bakersfield Police Department is a lead partner in the Bakersfield Safe Streets Partnership, a collaborative effort among law enforcement, educators, faith-based organizations, and service providers to present the Ceasefire group violence reduction model among Bakersfield street gangs. BPD also leads the Cops, Clergy, and Community Coalition (3C) to strengthen law enforcement-community relations through presentation of the Ceasefire model and provide mentoring and intervention services among the at-risk population.

PSN funding will be used to install and subscribe to ShotSpotter technology services within the AoC (see Design and Implementation below). *ShotSpotter will be integrated into existing violence-reduction efforts through a three-pronged approach*:

- Publicizing the capabilities of the ShotSpotter technology through the social media of BSSP and 3C in order to discourage illegal firearm use, encourage private person reporting, and reinforce police and community prioritization of gun violence.
- Informing gang members of ShotSpotter technology during gang "call-ins," emphasizing rapid police response and presenting cases of gang-involved persons. arrested for discharging a firearm. Emphasis will be placed on federal prosecution.
- Presenting ShotSpotter data and reports to BSSP and 3C members as well as the public in order to demonstrate police transparency and commitment to public safety.

There have been successes and challenges in reducing gang violence and gun crime

Like many jurisdictions, Bakersfield has had some successes in reducing gang and gun crime. In 2016, BPD's gang unit carried out a number of investigations to seize illegal firearms; they seized 243 guns from gang members or affiliates- all without a single officer-involved shooting. Simultaneously, Ceasefire-style call-ins, community outreach events at shooting

hotspots, and "pulling all levers" responses to gang shootings have had a positive effect both by reducing crime at those spots and by improving law enforcement-community relations.

Community partners have increased capacity in recent months as well. Training in mental health and transformative mentoring models has increased the capacity of service providers while improved collaborative relationships with law enforcement have connected families at highest risk of gun violence with service providers who can provide effective services.

Unfortunately, challenges remain. Despite a record high number of gun seizures in 2016, the year also saw the highest number of gang-related shootings in almost a decade. The majority of these shootings remain unsolved. A very small number of persons responsible for the majority of the gun violence remain active despite successful community efforts to remove long-term gang members from the gang lifestyle.

There are other ongoing violence reduction efforts that will benefit from this proposal

Partners in the BSSP and the 3C Coalition as well as other organizations are engaged in ongoing violence reduction efforts in the AoC that will align and integrate with this proposal. Their clients will benefit from the reduction of gunfire and the availability of guns in the AoC, not only because of the reduced immediate risk of harm but also from reduction of long-term trauma caused by exposure to gunfire and the aftermath of violent incidents. While many of these organizations provide services and activities that complement this proposal, none of them overlap or provide similar services to proposed grant-funded efforts.

- The Wendale Davis Foundation (WDF) provides mentoring, activities, and family services to people at-risk of violence in the AoC. WDF strongly supports this proposal.

- Stay Focused Ministries provides faith-based counseling, mentoring, and youth activities as well as large-scale community outreach efforts in the AoC. Located within the AoC, Stay Focused Ministries strongly supports this proposal.
- Garden Pathways provides mentoring, counseling, and parenting and job skills training within the AoC. Garden Pathways strongly supports this proposal.
- #HowLong and Project DYNAMO are dedicated to violence reduction and mentoring services for young African-American men. Project DYNAMO provides mentoring services within the Bakersfield City School District, which covers several schools in the AoC. #HowLong and Project DYNAMO strongly support this proposal.
- Project 180, a function of the Kern County Department of Human Services and local community-based organizations and service providers, strongly supports this proposal.
- Body of Christ represents three churches in or near the AoC and provides community services in the AoC, including counseling and mentoring services directed at victims of gang violence and their family members. Body of Christ strongly supports this proposal.

Community engagement or outreach efforts are a major part of these violence reduction efforts

Through long-term collaboration and established dedication to violence reduction, the BPD and the above-listed organizations, along with others, are working diligently at community engagement and outreach as part of their overall violence reduction plan. In 2016, the BSSP and Stay Focused Ministries established a practice of conducting a street outreach event at the site of major gang-related shooting incidents, contacting over 500 people living near shooting scenes within days of the incidents. In the last year, BPD actively participated in the WDF Peace March and the WDF Youth Leadership Conference and joined community members for training in Youth Mental Health First Aid and Transformative Mentoring.

These efforts have been productive and effective in their own right. The importance of the relationships established through these efforts cannot be underestimated. The long-term relationships and established trust will be of utmost importance in gaining community support of the implementation of ShotSpotter technology to reduce gunfire.

There are Gaps and Needs in Current Gun Violence Reduction Efforts

While current outreach and collaborative efforts address a number of ongoing issues and have improved the community's ability to intervene in the lives of at-risk individuals, the nature of many of the shootings makes apprehending violators difficult, and the existing gang and gun culture in the AoC makes it that much harder. Law enforcement faces challenges in pattern identification, quick response, and community cooperation that can be addressed by this project.

- *Pattern Identification*: Police often direct staffing, patrols, and investigative resources through noticing crime patterns and trends. While the above data makes it clear there are far too many shootings in the AoC, reported shootings still occur too infrequently to make patterns and trends easily identifiable and actionable. Further, many reports of illegal shootings are merely "shots heard"- the police are often unable to pinpoint a location when the perpetrator misses his intended victim and the victim flees. This leaves police often unaware of important information about existing activity.
- *Quick and Safe Response*: Many shootings are initially reported only "shots heard" without an exact location known. This can lead to officers driving into an area without knowing if they are on the scene or blocks away. This can delay medical aid to a wounded victim or cause police to miss critical evidence because they do not know where to look. In the case of little Kason Guyton, the panicked driver fled to a hospital.

Police did not get to the murder scene- a busy roadway- for nearly ten minutes while police investigated multiple "shots heard" calls, all giving different locations.

- *Community Cooperation*: Many people know what is going in their own neighborhoods, but are reluctant to report it to police because they are frightened of retaliation. Sometimes gun activity becomes so much a part of a neighborhood that residents don't bother to report gunshots, assume someone else will report it, or lack faith in a police response. Cities using ShotSpotter technology have reported an increase in community cooperation due to the improved efficiency of police responses to these calls and the resultant perceived interest and concern of law enforcement for the community.

In order to help close these gaps and improve law enforcement's ability to reduce gun violence in the AoC, solutions are needed to:

1. quickly and accurately identify the location of gunshots
2. report that information to police
3. develop a BPD response to gunfire to increase community faith in police and increase cooperation with law enforcement because the response is evidence-based, created in partnership with the community, and responsive to the community's stated needs.

Current Resources are Inadequate to Address Gaps and Needs

The solution of simply flooding the AoC with high-visibility police has been tried and often succeeds, but it becomes too expensive in a short time. Unfortunately, the *absence* of high-visibility patrols is also highly visible- gang members know when the extra patrols cease. While technology exists that can address the needs listed above, it has been prohibitively expensive for the BPD to subscribe to the system. Community outreach and partnership efforts have begun to address the issues of community faith in and cooperation with law enforcement, but these efforts

are still limited by the technical aspects of police response to gunfire that is nearly random, often spontaneous, and unpredictably reported. *The AoC can benefit from grant funding to provide ShotSpotter technology to address these issues.*

Project Design and Implementation

This proposal seeks to establish the Bakersfield Gun Violence Project, using **$450,000 of PSN funding and $103,451 of local funding** to accomplish the following goals:

- **Goal 1: Improve police response to gunfire in the Area of Concern.**
- **Goal 2: Improve prosecution efforts for gun crime in the AoC.**
- **Goal 3: Generate community collaboration and cooperation with law enforcement efforts to reduce gunfire and increase public safety.**

These Goals will be accomplished through meeting the objectives defined below:

Goal 1: Improve police response to gunfire in the Area of Concern.

- Objective 1.1: Install ShotSpotter coverage for the AoC.
- Objective 1.2: Reduce average police response time to the scene of shootings in the AoC.
- Objective 1.3: Locate more shooting scenes and increase public awareness of police response through contact at scenes and follow-up such as canvassing and "door hanger" information cards.
- Objective 1.4: Generate actionable intelligence reports to guide patrol, gang suppression, and community outreach efforts.

Goal 2: Improve prosecution efforts for gun crime in the AoC.

- Objective 2.1: Increase gun seizures and shooting arrests in the AoC.
- Objective 2.2: To work in conjunction with the Kern County District Attorney's Office and the United States Attorney's office for coordination of appropriate prosecutions on gun and felon with gun charges

Goal 3: Generate community cooperation with law enforcement efforts to reduce gunfire.

- Objective 3.1: Educate residents of the AoC through community outreach, media, and public education efforts.
- Objective 3.2: Formulate police response protocols that emphasize police concern for public safety and community cooperation.
- Objective 3.3: Establish that public perception of project technology and police response to gunfire events in the AoC is positive and preventative.

The Project Planning Team

This project was planned and designed by law enforcement, community partners, and our academic research partner.

- *Law Enforcement*: Beginning in early 2016, BPD began evaluating potential technology solutions for ongoing gang violence. Gang unit officers, homicide investigators, and supervisors reviewed available technology. Command Staff attended vendor presentations and considered potential impact on police services. The Project Director consulted with similar cities currently using the proposed technology on viability, similarity of problems, and potential benefit for Bakersfield. Finally, consultation was held with the local office of the Federal Bureau of Investigation (FBI) and the Central Valley Violent Gang Crime Task Force and the office of the United States Attorney to confirm effectiveness of the proposal.

- *Community Partners*: Regular meetings of the BSSP and 3C Coalition allowed police to discuss solutions with community partners. Topics included community perception, obstacles including cultural issues, and effective communication.

- *Research Partner*: California State University Bakersfield (CSUB) is an established research partner with BPD and currently assists with BSSP and 3C. In planning this project, BPD and CSUB met to review shooting data, community issues, and potential effects of the project.

- *ShotSpotter staff*: Once the desired technology was identified, ShotSpotter staff became a part of the planning team, identifying effective installation areas and providing data on other projects.

Design Features

Partnerships: This project incorporates existing partnerships among law enforcement, community members, service providers, and academic research partners. The following partnerships will join in making this proposal effective and sustainable:

Bakersfield Safe Streets Partnership and Cops, Clergy, and Community Coalition: these collaborative groups work together to present Ceasefire call-ins, enhance community capacity to provide intervention and prevention services, and strengthen law-enforcement-community relations. These groups will assist this project through planning and community outreach and education.

BPD Crime Analysis Unit: the BPD's three full-time Crime Analysts will provide research and analysis to support ShotSpotter installation and implementation. Once

ShotSpotter is in place, analysts will provide regular ShotSpotter reports on alerts, patterns, and trends to support proactive patrol and investigations to reduce gun crime.

Central Valley Violent Gang Crime Task Force: This task force, working from the local FBI office, is made up of FBI agents, local law enforcement officers, and federal prosecutors. This task force will support the project through assistance in investigation, apprehension, and prosecution of gun crime in the AoC.

California State University Bakersfield: Our CSUB research partner will provide guidance in ShotSpotter implementation and establishment of policies and practices to ensure they are data-driven and evidence-based. CSUB will conduct research to evaluate the effectiveness of this project in reducing gun crime in the AoC and community response to ShotSpotter installation.

PSN Bakersfield Gun Violence Project (GVP) Board: This is the only body not currently in place. The PSN GVP board will be formed specifically for this project and will consist of the Project Director and a representative from each of the FBI, BPD, Kern County District Attorney, United States Attorney's Office in Bakersfield, CSUB, and two community members. The Board will assist in formulating policy and ensure all gun cases in the AoC are reviewed for potential federal prosecution.

Strategic Planning: BPD will incorporate use of ShotSpotter technology into existing policy and into the Department's Five-Year Strategic Plan now in process. In addition, BPD will work with our research partner from CSUB to ensure policy and practices are intelligence-led and data-driven through the use of quality data and identification of trends and patterns to assist police in effective use of ShotSpotter technology to respond to and reduce gun crime in the AoC while generating a positive impact on community relationships. Our CSUB research partner will also

monitor and evaluate program effectiveness, providing law enforcement and the public with a detailed analysis of the effectiveness of the program.

Training: Training for this project will include in-service training for BPD gang unit and patrol officers in response to and effective use of ShotSpotter alerts and data. BPD Crime Analysts will be trained in effective use of ShotSpotter data and preparation of reports. BPD investigators and management staff will be trained in ShotSpotter capabilities and parameters.

Outreach: Outreach efforts associated with the project will include pre-implementation meetings and demonstrations among community partners, traditional news media releases regarding implementation and case updates, and a social media campaign targeting the AoC to explain ShotSpotter intent and capabilities. In addition, ShotSpotter-generated cases will be presented to at-risk gang members during Ceasefire call-ins in order to discourage further gun violence.

Accountability, Data Analysis, and Data-informed Efforts: Our research partner, CSUB, will gather data from ShotSpotter itself, BPD crime reports, and public information meetings. CSUB will conduct an analysis to determine the effect of ShotSpotter on gang and gun violence in the AoC. The resulting report will be submitted for publication and provided to BPD, community leaders, allied law enforcement and corrections agencies, and local government officials. The report will also be made available on the City's website.

This Proposal is Data-driven

As covered extensively under Statement of the Problem above, UCR, BPD Crime Report data, and census data indicate that the AoC needs serious intervention efforts to reduce gun and gang violence. Comparison of the AoC data to Bakersfield at large indicates that this area experiences a much higher rate and number of shootings and other gun crimes than other areas. Further comparison of census data to the remainder of the city indicates that the AoC suffers

exposure to a high number of risk factors for gang participation and its associated gun violence. A gang's ability to intimidate victims and witnesses through gun violence is key to operating among a community of mainly law-abiding people and maintaining a hold on the area that negatively impacts employment opportunity, service availability, and quality of life.

Installation of Technology

This proposal will install a security measure known as the ShotSpotter Gunfire Location, Alert and Analysis Service to help reduce gun crime. Based on crime analysis (detailed above in Statement of the Problem), we will be targeting a three square-mile coverage area where there has historically been a high level of gun crime and shots fired incidents. Networked sensors will be placed throughout the three square mile area at specific coordinates on buildings and telephone poles within the AoC to accurately detect and locate the origin of gunshots. Once a gunshot is detected, ShotSpotter calculates the position where the gun was fired and sends the data to a central server accessible by BPD and other local law enforcement agencies. Because ShotSpotter uses computer software to analyze sounds, ShotSpotter is precise enough to ignore fireworks, backfiring cars, and other noises that could be mistaken for gunfire.

ShotSpotter instantly notifies officers of shootings in progress with real-time data delivered to dispatch centers, patrol cars and smart phones. Instant alerts enable first responders to aid victims, collect evidence and act quickly to apprehend armed, dangerous offenders. ShotSpotter's actionable intelligence can then be used to prevent future crimes by positioning law enforcement when and where crime is likely to occur.

A dispatcher or commander in a control center will know the exact location, number of rounds fired, and number of shooters involved, and speed and direction if the event is in motion. With greater knowledge of the situation's severity and scope, first responders arrive at

the scene faster and are better prepared to protect their personal safety, attend to victims, and more efficiently manage the crime scene. The result is preemptive intelligence for better safety, appropriate use of resources, improved preservation and collection of physical evidence, and engagement of and service to community members in critical situations.

Agencies using ShotSpotter have seen gunfire-related violent crime rates fall by at least 30%, more than a 50% increase in gunfire arrests, and a dramatic drop in gunfire rates, as much as 60% to 80%, depending on the location of the system. ShotSpotter can also increase arrests, decrease police response time, increase officer safety, pinpoint key forensic evidence, and save lives. ShotSpotter statistics have reported less than 20 percent of gunfire detected by the system is accompanied by a 911 call, concrete proof of the technology's merits. Reducing the response time in these situations can and will be life-saving. ShotSpotter is in use in over 90 US cities.

Mere installation of technology is not, of course, a ready answer to long-standing problems of gang and gun violence. As detailed elsewhere in this proposal, full implementation of this program will include community outreach and collaboration, integration with existing violence-reduction efforts, and cooperative efforts with prosecutors.

The Drivers of Gun and Gang Violence

According to BPD gang and homicide investigators, in the AoC and Bakersfield at large, the majority of gang-related shootings are driven by ego and retaliation. Simply put, a gang shooting is either carried out to increase the status of the shooter or in response to a prior shooting by another gang. Frequently the target of gang shootings is not a particular person, but rather anyone who happens to be in an area known to belong to another gang. The status of the target is incidental at best when anyone in the rival territory will do.

This creates a situation where shootings are often committed by gang members who simply go into rival territory with one or more guns and drive around until they see someone to shoot. Due to the close proximity of the gangs, the shootings are often committed with little forethought or planning and with a very short drive to the "target area" and a quick retreat to "safe" turf. This pattern creates a small window of opportunity for law enforcement intervention.

This proposal addresses the key drivers of ego and retaliation by focusing on the area known to belong to the City's most violent gangs. Increasing the potential for capture and increased prosecution in this area denies the gangs the ability to easily find a satisfactory target and make a quick escape. Interference with this most traditional pattern of gang-related shooting will have a significant impact on violent crime.

Information Sharing with Law Enforcement and the Community; Community Engagement

Information sharing is important to the success of this project, particularly as a demonstration of law enforcement commitment to transparency and accountability. At the same time, law enforcement operational needs often require that certain information remain confidential or be delayed in release.

Law Enforcement, Probation/parole, Prosecutors and Corrections will be provided with ShotSpotter reports and information at the bi-weekly gun and gang violence briefings that are currently held at the BPD. In addition, through agreement with ShotSpotter, law enforcement partners operating in the Area of Concern can receive ShotSpotter instant alerts at the same time as BPD officers. ShotSpotter data and reports will be available to law enforcement partners upon request through BPD Crime Analysts.

Community partners, including non-law enforcement public agencies and officials, will receive regular updates on ShotSpotter activity to help direct their efforts in outreach and

services. Summarized ShotSpotter data will be released through regular media outlets and BPD social media sites.

Community engagement and feedback will be incorporated into this project by providing a public version of the ShotSpotter report at monthly meetings of the BSSP and 3C Coalitions as well as making it available through the City's website. Feedback will be gathered through interactive community meetings and through a survey conducted by our research partner. Results of the survey will be made available to the media and the public.

Long-term Planning: Making the Project Sustainable

ShotSpotter technology, while proven effective in many cities, has not been used in Bakersfield before. There is an obligation to make evaluation and assessment the first part of any sustainability plan.

CSUB's reports on the efficacy of ShotSpotter will be directed to public officials responsible for law enforcement operations and public budgeting at regular intervals throughout the two-year grant period. Specific consideration will be given to the return on tax dollars invested in ShotSpotter coverage via reduction in shootings and public resources expended in response to shootings. This may motivate officials to consider collaboration with other public agencies for funding, budget project support into the future, or seek other funding opportunities.

Public support and interest in this effort must be well-informed. Dr. Hays' reports will also be made available to the public, who may express their opinions to public officials. Public input will be solicited at multiple public information meetings by Dr. Hays' team, the results of which will also be provided to officials. All reports, findings, and data will also be accessible to law enforcement agencies as a resource for future crime reduction efforts.

Capabilities and Competencies

The Bakersfield Police Department has a long history of successful management of grant-funded projects and activities, including projects related to gun and gang violence, traffic safety, and community policing. In addition to the BPD's staff of law enforcement officers and administrative specialists, partnerships with federal agencies and community-based partners will provide additional support and capabilities.

Captain Joe Mullins will be the Project Director. Captain Mullins has an extensive history in gang investigations and suppression efforts as well as grant management and community collaboration. Captain Mullins will be responsible for implementation of ShotSpotter technology and relevant BPD policies and procedures.

Lieutenant Martin Heredia will act as operational coordinator for the implementation of ShotSpotter alert responses and coordination of scheduling and patrol/gang unit resources for ShotSpotter responses and follow-up. Lt. Heredia is an experienced gang and homicide investigator, with extensive knowledge of the members, relationships, and activities of Bakersfield's criminal street gangs,

Crime Analyst Elizabeth Agerton will act as the primary crime analyst in support of the project. Ms. Agerton is an adept crime analyst with extensive experience in gang investigations. A past coordinator of the BPD's gang information database, she is readily capable of processing data and generating intelligence. Ms. Agerton will be responsible for generating regular reports on project activities for law enforcement and community distribution.

BPD Business Manager Darrin Branson will provide fiscal oversight for this project. He will prepare and process contracts, generate and submit financial reports, and provide liaison with the funding agency.

Supervisory Senior Resident Agent Jose Moreno will act as the FBI representative for the project. SSRA Moreno supervises the Central Valley Violent Gang Crime Task Force from the Bakersfield office of the FBI. He will provide advice and guidance on implementation of ShotSpotter technology and policies as well as operational support through federal investigative resources in AoC cases.

Assistant United States Attorney Melanie Alsworth will be the USAO representative for the project. She will work with the Kern County District Attorney's Office to review all gun cases from the AoC for potential federal prosecution. She will also provide guidance and support in ShotSpotter implementation and community interaction.

Supervising Deputy District Attorney Cynthia Zimmer will be the Kern County District Attorney representative for the project. She will work with the USAO to review all gun cases from the AoC for directed prosecution. She will also provide guidance and support in ShotSpotter implementation and community interaction.

Professor Zachary Hays will lead the California State University Bakersfield research team. Dr. Hays is an Associate Professor in the Department of Criminal Justice at CSUB. He earned his Ph.D. (2008) and Master's (2005) degrees in Crime, Law, & Justice from the Pennsylvania State University. He earned his BA in Sociology, with a focus on Criminology, from Western Washington University in 2002. His primary research and teaching interests focus on policing and law enforcement, with special attention to criminological theory, social stratification, and quantitative research methods. Dr. Hays has numerous book and research article publications in some of the top journals in the field of criminal justice, including "Removing Release Impediments: Evaluation of Washington State's Housing Voucher Program" (2013), *Police Use of Excessive Force in Disorganized Neighborhoods* (2011), and "Urban Revitalization and

Seattle Crime, 1982-2000" (2011). He has also served as Primary Investigator or Co-Primary Investigator on state- and federally-funded research grants evaluating new police strategies (PI, *Cops, Clergy, & Community: Improving Police-Community Relations through the Bakersfield Safe Streets Project*, California Board of State and Community Corrections) and implementing new police technologies (Co-PI, *Safety Camera Initiative,* Bureau of Justice Assistance). For these evaluations, Dr. Hays collected and analyzed data from community surveys and official police data in order to identify criminal justice and public safety related problems, proposed practical solutions for each project, and then assessed each project's implementation and effectiveness. Dr. Hays also has extensive training and experience in the collection, analysis, and use of criminal justice and public safety data. He is proficient in, and/or has offered university-level courses on, basic and advanced regression techniques, structural equation modeling, multi-level modeling, time series analysis, and spatial analyses (e.g., Geographic Information Systems). Finally, Dr. Hays is a popular instructor at CSUB, a respected member of the Bakersfield community, and has already developed a strong working relationship with Captain Mullins, the Bakersfield Police Department, and many local organizations through their previous collaboration on grant-funded research activities. Dr. Hays and the Bakersfield Police Department will obtain a Memorandum of Understanding for his service as research partner for this project, if funded.

Plan for Collecting the Data Required for this Solicitation's Performance Measures

The data collection for the evaluation of the ShotSpotter technology will consist of activities over three time periods and a variety of methods. As described above, these activities will focus on the AoC within Bakersfield, CA. BPD and CSUB are currently working together under an MOU

for a separate grant through the California Board of State and Community Corrections (BSCC). An MOU for this PSN application is pending.

Pre-Installation Data Collection (Time 1): The first data collection period will occur during the three months leading up to the installation of the ShotSpotter technology while the BPD and its partner organizations lay the practical & logistical foundations of the project. During this pre-test period, two methods of data collection will be used. First, data will be collected from the Bakersfield Police Department on a number of criminal offenses of interest dating back 24-36 months prior to the implementation date in both the AoC and the immediately surrounding one square mile areas (to act as controls). Archival data collected from the Bakersfield PD will include 1) shots heard, 2) shots fired, 3) assaults-firearm, and 4) homicides-firearm. Additionally, demographic data will be collected from the City of Bakersfield and the US Census to provide statistical controls for other potentially criminogenic influencing factors (e.g., overall/violent/property crime rates, population size, race/ethnicity, sex, employment, income, etc.). These baseline data will be used for comparative purposes (before, during, and after the grant period and geographically between the AoC and surrounding areas) to determine whether the above offenses generally rose, stayed the same, or declined post-installation.

Second, multiple public information meetings (informal focus groups) will be held to help inform the ShotSpotter installation process. These meetings will be publicly announced via the BPD's, partner organizations', and CSUB's webpages (and other outlets, as resources allow) weeks prior to the events and be held at multiple locations (local partner organization facilities) within the AoC. Information obtained from these meetings will be used to inform the BPD of the public's baseline perceptions of the ShotSpotter technology and the BPD, their broader safety concerns, and where the public believes that the ShotSpotter technology should be located to

capture the greatest amount of criminal activity. In seeking the public's opinion on these matters, the BPD hopes to take a more proactive approach to involving the community in their policing efforts, in the co-production of public order, and in obtaining the public's approval and satisfaction with the project (Goal 3).

Post-Installation, Mid-Project Data Collection (Time 2): The second data collection period will begin approximately halfway through the funding period (only after the ShotSpotter technology has been successfully installed) and will consist of one method of data collection. Here again, the same four BPD archival measures and demographic information collected at Time 1 (described above) will be collected for comparative purposes in the AoC and surrounding areas. These data will then be analyzed to determine whether ShotSpotter had a significant effect on actual levels of crime over time and across space, while controlling for potentially criminogenic factors.

This second data collection period is necessary in order to determine whether the ShotSpotter technology might lead to an artificial change in criminal offenses as the technology successfully captures more offenses than the BPD could previously capture, even though the actual number of offenses may have increased, decreased, or stayed the same between Times 1 & 2. In other words, the true level of offenses at Time 1 may actually be different (likely higher) than the BPD is able to record simply because the public is not reporting all of the offenses that the ShotSpotter technology would have captured, had it been already installed. Therefore, collecting data at Time 2 will give us an additional point of comparison (to Time 3) so that we may determine if/whether the specified offenses went up, went down, or stayed the same, while accounting for the possibility of an artificial effect of the ShotSpotter technology.

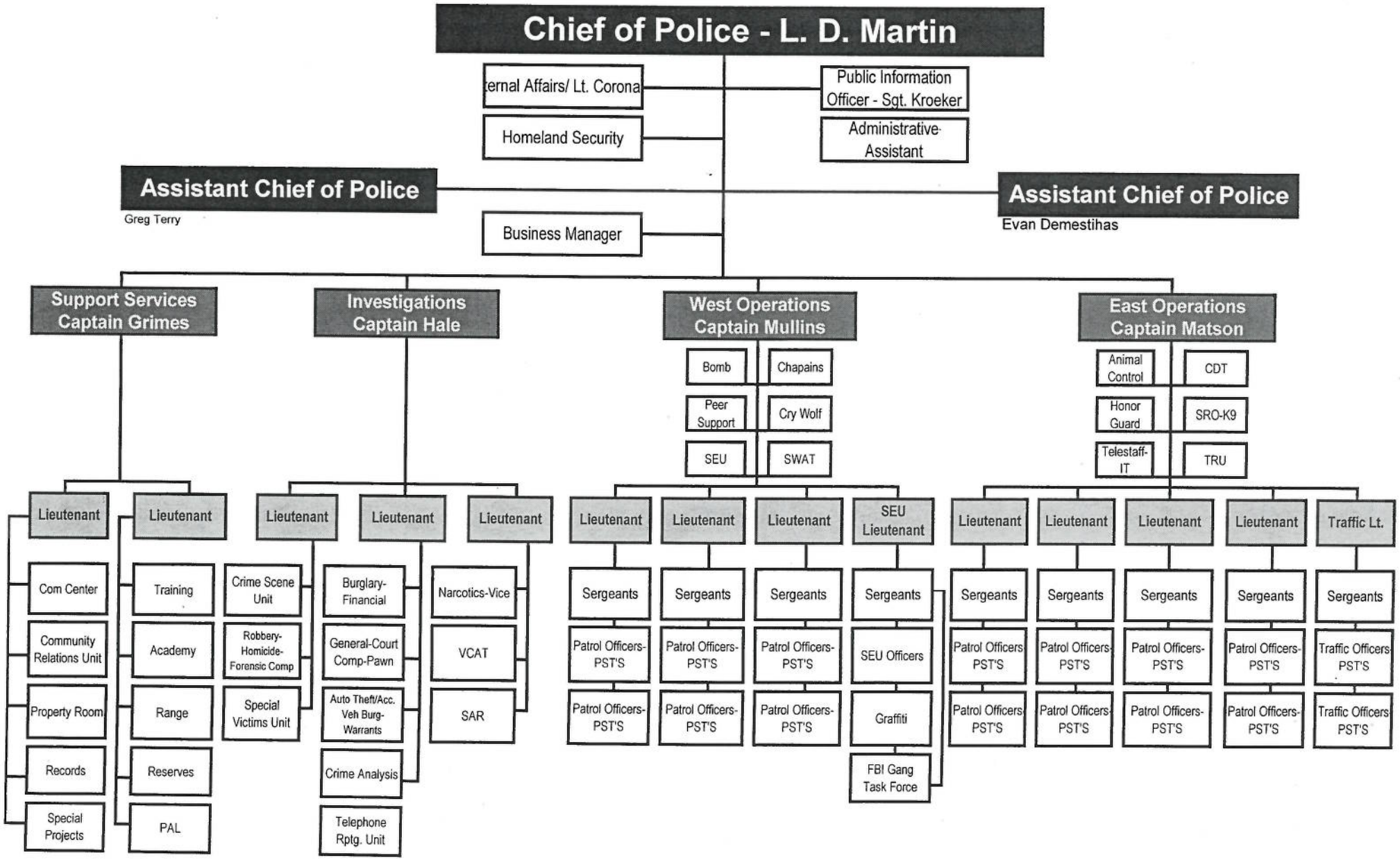
The public information meetings used to assess pre-test public opinion on the ShotSpotter technology implementation will not be conducted during this second data collection period.

*Post-Installation, End-Project Data Collection (Time 3:*The third data collection period will take place during the last few months of the funding period and will consist of two methods of data collection. Again, the same four BPD archival measures and demographic information collected at both Time 1 and Time 2 will be collected for comparative purposes in the AoC and surrounding areas. These data will be analyzed one final time in order to determine whether ShotSpotter had a significant effect on actual levels of crime over time and across space, while controlling for potentially criminogenic factors. In order to determine whether the ShotSpotter technology led to an artificial change in the four offenses at Time 2, the results obtained from the data collection and analysis at Time 2 will also be compared to the results obtained at Time 3. If there are significant differences at Time 3, we can be more assured that those differences were a direct result of the effect that the ShotSpotter technology had on Goals 1 & 2 (from above) rather than simply being an artifact of the technology's presence. That is, a significant outcome at Time 3 would be stronger evidence that the technology worked (or did not work) than would be the outcomes from Time 2. So, if the four crime measures have significantly decreased between Times 2 & 3, then we will be able to conclude that the ShotSpotter technology significantly reduced crime and helped us achieve Goals 1 & 2.

During this time period, multiple public information meetings will be held again in order to determine whether the community has a positive perception of the ShotSpotter technology and the BPD (Goal 3). As with the initial meetings, these meetings will also be publicly announced via the BPD's, partner organizations', and CSUB's webpages (and other outlets, as resources allow) weeks prior to the events and be held at multiple locations (local partner organization

facilities) within the AoC. Information obtained from these meetings will be compared to the data collected from the meetings at Time 1 and then analyzed to determine whether the ShotSpotter technology had a positive impact on perceptions of the technology and the BPD (Goal 3). If the perceptions of the technology and the BPD have improved between Times 1 & 3, then we will be able to conclude that the ShotSpotter technology helped us achieve Goal 3.

POLICE DEPARTMENT
Organizational Chart



PROJECT SERVICE AREA INFORMATION

1. COUNTY OR COUNTIES SERVED: Enter the name(s) of the county or counties served by the project. Put an asterisk where the project's principal office is located.

   Kern County *

2. U.S. CONGRESSIONAL DISTRICT(S): Enter the number(s) of the U.S. Congressional District(s) which the project serves. Put an asterisk for the district where the project's principal office is located.

   23*, 21

3. STATE ASSEMBLY DISTRICT(S): Enter the number(s) of the State Assembly District(s) which the project serves. Put an asterisk for the district where the project's principal office is located.

   32, 34*

4. STATE SENATE DISTRICT(S): Enter the number(s) of the State Senate District(s) that the project serves. Put an asterisk for the district where the project's principal office is located.

   16*, 14

5. POPULATION OF SERVICE AREA: Enter the total population of the area served by the project.

   374,110

Subaward #: US17016203 ~~US17026203~~

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

OUT-OF-STATE TRAVEL REQUEST

SUBRECIPIENT

Agency: City of Bakersfield/ Bakersfield Police Department

Project Director: Joe Mullins Phone #: (661) 852-7851

Address: 1601 Truxtun Ave.

City: Bakersfield Zip: 93301

ATTENDEE(S)

Name: Joe Mullins

Title: Captain Phone #: (661) 852-7851

Name: Zachary Hays

Title: Professor Phone #: (661) 654-6796

TRIP DETAILS

Trip Date [Month/Day(s)/Year] May 6-11, 2018

Destination (City/State) Washington, DC

Description (Meeting/Conference/Other) "Reducing Violent Crime" workshop presented by the Bureau of Justice Assistance.

Justification (indicate the need for the trip and the benefits to the State. Use additional pages if necessary. Attach brochure if available.)

Attendance at this training is required by the US DOJ/ BJA Project Safe Neighborhoods grant RFP. This benefits the state of California by educating state and local officals on reduction of violent crime.

Subrecipient must attach Cost Worksheet to the Out-of-State Travel Request.

FOR CAL OES USE ONLY

Recommendation:

Approve	Disapprove		
☒	☐	Program Specialist	2/21/18 Date
☒	☐	Unit Chief	3/6/18 Date

OUT-OF-STATE TRAVEL REQUEST COST WORKSHEET

Travel Policy – are the rates based on internal policy or the state's travel policy? Please specify:

Internal Travel Policy ☐ State Travel Policy ☒ → not CA state rate - GSA rate

Date of Trip: May 6-11, 2018

Destination: Washington, DC

Purpose: "Reducing Violent Crime" workshop

ESTIMATED COSTS

TRANSPORTATION:		**AMOUNT**
	Airfare: $560.50 x2	$ 1121
Additional Airport Expenses		
	Mileage: (54.5 cents per mile)	$
	Taxi/Shuttle:	$
	Parking: $75 x2	$ 150
Auto Expenses:		
	Private Car:	$
	Rental Car: $125.50 x2	$ 251
	State/Agency Car:	$

HOTEL/PER DIEM

Hotel:				
2X 5	days @	$ 242	per day =	$ 2420
Per diem:				
2X 5.5	days @	$ 69	per day =	$ 759

OTHER EXPENSES

Registration/Conference Fee:	$
	$
	$
	$
	$

TOTAL COSTS NOT TO EXCEED: $ 4701

Subaward #: US17 01 6203 ~~US17026203~~

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

OUT-OF-STATE TRAVEL REQUEST

SUBRECIPIENT

Agency: City of Bakersfield/ Bakersfield Police Department

Project Director: Joe Mullins Phone #: (661) 852-7851

Address: 1601 Truxtun Ave.

City: Bakersfield Zip: 93301

ATTENDEE(S)

Name: Captain Joe Mullins, Lt. Jason Townsend, Sgt. Jim Moore

Title: Police Officers Phone #: (661) 852-7851

Name: Zachary Hays

Title: Professor Phone #: (661) 654-6796

TRIP DETAILS

Trip Date [Month/Day(s)/Year] July 8-13, 2018

Destination (City/State) Washington, D.C.

Description (Meeting/Conference/Other) "Smart Suite Researchers-Practitioners Academy"

Presented by USDOJ Bureau of Justice Assistance

Justification (indicate the need for the trip and the benefits to the State. Use additional pages if necessary. Attach brochure if available.)

The RFP for the Project Safe Neighborhoods grant requires attendance at this workshop by 1 member of the Project Team and 1 from the Research Team

Subrecipient must attach Cost Worksheet to the Out-of-State Travel Request.

FOR CAL OES USE ONLY

Recommendation:

Approve	Disapprove		
☒	☐	Program Specialist	2/21/18 Date
☒	☐	Unit Chief	3/6/18 Date

OUT-OF-STATE TRAVEL REQUEST COST WORKSHEET

Travel Policy – are the rates based on internal policy or the state's travel policy? Please specify:

Internal Travel Policy ☒ State Travel Policy ☒ NO CA state rate - GSA rate

Date of Trip: July 8-13, 2018

Destination: Washington, D.C.

Purpose: Smart Suite Researchers-Practitioners Academy

ESTIMATED COSTS

TRANSPORTATION:		**AMOUNT**
	Airfare: $560.25 x 4	$ 2241
Additional Airport Expenses		
	Mileage: (54.5 cents per mile)	$
	Taxi/Shuttle:	$
	Parking: $37.50 x 4	$ 150
Auto Expenses:		
	Private Car: $62.75	$
	Rental Car: ~~$39.50~~ x 4	$ 251
	State/Agency Car:	$

HOTEL/PER DIEM

Hotel:				
4 x 5	days @	$ 242	per day =	$ 4840
Per diem:				
4 x 5.5	days @	$ 69	per day =	$ 1518

OTHER EXPENSES

Registration/Conference Fee:	$
	$
	$
	$
	$

TOTAL COSTS NOT TO EXCEED: $ 9000

NONCOMPETITIVE BID REQUEST CHECKLIST

Has the Applicant/Subrecipient met the following requirements of the *Subrecipient Handbook*:

	Check appropriate box: Yes	No
Section 3511		
Do conditions exist that require a sole/single-source contract?	☐	☐
Section 3521.1		
Is a brief description of the program or project included?	☐	☐
Section 3521.2		
Was it necessary to contract noncompetitively?	☐	☐
Did the contractor submit his/her qualifications?	☐	☐
Is the reasonableness of the cost justified?	☐	☐
Were cost comparisons made with differences noted for similar services?	☐	☐
Is a justification provided regarding the need for contract?	☐	☐
Section 3521.3		
Is an explanation provided for the uniqueness of the contract?	☐	☐
Section 3521.4		
Are there time constraints impacting the project?	☐	☐
Were comparisons made to identify the time required for another contractor to reach the same level of competence?	☐	☐

Project Safe Neighborhoods 2017
Bakersfield Gun Project
Sole Source Justification for Use of ShotSpotter, Inc.

The City of Bakersfield experiences a high level of gun violence, which is concentrated in a severely disadvantaged area in Central Bakersfield known for criminal street gang activity. The Bakersfield Gun Project seeks to implement the use of gunshot detection and location technology in a three-square mile area in order to reduce gun violence, increase prosecutions for illegal gun activity, and improve police-community relations by improving police response to illegal gun use. The planned cost for the gunshot detection and location system is $430,000 for a two-year period commencing at the time of system activation.

It is necessary to contract non-competitively because this service is available only from ShotSpotter, Inc. A thorough search of online resources, public safety vendors, and law enforcement agencies has failed to identify any contractor able to provide similar services now or in the foreseeable future. ShotSpotter, Inc. has demonstrated through ongoing contracts with other law enforcement agencies that it has sufficient managerial and organizational expertise as well as knowledge of the specific program. The City of Bakersfield has conferred with the police departments serving three similar cities in Central California and determined that ShotSpotter, Inc. has sufficient capacity to provide the desired services.

Contractual coverage is required for two years beginning in FY 2017-18. If dates are not met, no other contractor can reasonably be expected to reach the same level of competence in time. The financial impact of this failure would be the entirety of the grant ($500,000), as successful installation of this technology is key to the project.

ShotSpotter, Inc. is unique in that it is the only contractor in possession of the experience, technology and proprietary knowledge to deliver gunshot detection and location services to law enforcement agencies at a high level of accuracy and reliability and within critical time restraints.

Procurement of this service through a noncompetitive process is in the best interest of the grantor agency and the Federal Government, as there is no alternative contractor to provide similar services.

The City of Bakersfield and the Bakersfield Police Department have no conflict of interest. No employees or officials of the City of Bakersfield have a financial or ownership interest in this contract or in ShotSpotter, Inc.

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT

029-03526 B

Subrecipient: City of Bakersfield	**DUNS #:** 063810972	**FIPS #:** ~~06029~~
Grant Disaster/Program Title: ~~Bakersfield Gun Project~~ Project SAFE Neighborhood m		
Performance Period: 10/1/2017 to 6/30/2019	**Subaward Amount Requested:** $ 450,000	
Type of Non-Federal Entity (Check Box)	☐State Gov. ☒Local Gov. ☐JPA ☐Non-Profit ☐Tribe	

Per Title 2 CFR § 200.331, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization's experience in the management of grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, *grant manager* is the individual who has primary responsibility for day-to-day administration of the grant, *bookkeeper/accounting staff* means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and *organization* refers to the subrecipient applying for the award, or the governmental implementing agency, as applicable.

Assessment Factors	Response
1. How many years of experience does your current grant manager have managing grants?	>5 years
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	>5 years
3. How many grants does your organization currently receive?	3-10 grants
4. What is the approximate total dollar amount of all grants your organization receive?	$ 3,200,000
5. Are individual staff members assigned to work on multiple grants?	Yes
6. Do you use timesheets to track the time staff spend working on specific activities/projects?	Yes
7. How often does your organization have a financial audit?	Annually
8. Has your organization received any audit findings in the last three years?	No
9. Do you have a written plan on how you charge costs to grants?	Yes
10. Do you have written procurement policies?	Yes
11. Do you get multiple quotes or bids when buying items or services?	Sometimes
12. How many years do you maintain receipts, deposits, cancelled checks, invoices, etc.?	>5 years
13. Do you have procedures to monitor grant funds passed through to other entities?	Yes

Certification: *This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.*

Signature: (Authorized Agent)	**Date:** 2/12/18
Print Name: Lyle D. Martin	**Print Title:** Chief of Police

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent – Resolutions h.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

DATE: 6/17/2019

WARD:

SUBJECT: Resolution determining that Bioxide®, a proprietary chemical for sewer odor control and reduction of sulfide gas levels, cannot be reasonably obtained through the usual bidding procedures and authorizing the Finance Director to dispense with bidding thereof for a period of one year, not to exceed the budgeted amount of $850,000.

STAFF RECOMMENDATION:

Staff recommends adoption of resolution.

BACKGROUND:

Some areas of southwest, northwest and northeast Bakersfield experience continuing odor problems from the sewer trunk lines thus creating a nuisance to residents and businesses. Nuisance odors are a violation of the San Joaquin Unified Air Pollution Control District (District) policies and can be punishable by a fine. The City has previously received a warning from the District to alleviate the nuisance odors and reduce the high levels of sulfide gas found in the sewer system, or face a fine by the District. Bioxide® has proven itself to be compatible with the City Wastewater secondary treatment process and is environmentally sound.

Due to the proprietary nature of Bioxide® and the need to continually inject Bioxide® to control odors in the sewer trunk lines, staff is recommending adoption of the Resolution to dispense with bidding for Bioxide® and authorizing the purchase of Bioxide® from the sole supplier, Evoqua Water Technologies LLC on a continuing basis in amounts to meet the City's requirements, not to exceed $850,000.

If at any time it is determined that other products or more effective products are available, staff will re-evaluate the sole source designation of Bioxide® and will seek competitive pricing to insure the best interests of the City are met. Funds are available in the Wastewater Enterprise Fund for this purchase; there will be no General Fund impact.

ATTACHMENTS:

	Description	Type
🗋	Resolution	Resolution

RESOLUTION NO. _____

A RESOLUTION DETERMINING THAT BIOXIDE, A CHEMICAL FOR SEWER ODOR CONTROL AND REDUCTION OF SULFIDE GAS LEVELS, CANNOT BE REASONABLY OBTAINED THROUGH THE USUAL BIDDING PROCEDURES AND AUTHORIZING THE FINANCE DIRECTOR TO DISPENSE WITH BIDDING THEREFOR, FOR A PERIOD OF ONE YEAR NOT TO EXCEED $850,000.

WHEREAS, some areas of southwest, northwest and northeast Bakersfield were experiencing continuous odor problems from the Sewer Trunk Lines, which led to a finding of high levels of sulfide gas in the sewer system;

WHEREAS, nuisance odors are a violation of the San Joaquin Valley Unified Air Pollution Control District (District) Policies and can be punishable by a fine; and

WHEREAS, the City was warned by the District to alleviate the nuisance odors and reduce the high levels of sulfide gas within the sewer system or face a fine; and

WHEREAS, in the late 1990s, the Public Works Engineering Department contracted with John Carollo Engineers to establish an odor alleviation program, which recommended the continuous injection of Bioxide; and

WHEREAS, only Bioxide was determined to be effective in controlling odors in the City's sewer system; and

WHEREAS, Bioxide is a proprietary product, manufactured and distributed by Evoqua Water Technologies LLC and is therefore a sole source product; and

WHEREAS, the Finance Director has determined and has recommended the Council find, that the purchase of Bioxide can only be reasonably obtained from one vendor, Evoqua Water Technologies LLC, because of restricted availability due to patent restrictions and has recommended that this Council authorize dispensing with bidding requirements in accordance with subsection D.1 of Section 3.20.060 of the Bakersfield Municipal Code.

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. The Council hereby finds that the purchase of Bioxide, to be used for odor control within the sewer trunk lines, can only be reasonably obtained from one vendor (Evoqua Water Technologies LLC) for the reasons set forth above.

3. The Finance Director is authorized to dispense with bidding therefore in accordance with Section 3.20.060 of the Bakersfield Municipal Code and to negotiate the purchase of same on a continuing basis, not to exceed budgeted amounts for a period of one year.

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 of the
Council of the City of Bakersfield

APPROVED _____

By_____
MAYOR KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By_____
JOSHUA H. RUDNICK
Deputy City Attorney

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent – Resolutions i.

TO: Honorable Mayor and City Council

FROM: Lyle D. Martin, Chief of Police

DATE: 4/22/2019

WARD:

SUBJECT: Purchase of Leica RTC360 Scanner:

1. Sole-Source Resolution to purchase a Leica RTC360 Scanner with Tripod and Training from Precision Survey Supply (not to exceed $95,000)
2. Lease Agreement between City of Bakersfield and Precision Survey Supply, LLC for purposes of leasing a new 3D camera scanner
3. Finance Agreement between City of Bakersfield and Great America Financial Services for purposes of financing the new 3D camera scanner from Precision Survey Supply, LLC.

STAFF RECOMMENDATION:

Staff recommends adoption of the resolution and approval of agreements.

BACKGROUND:

The City Council adopted resolution 006-15, on January 21, 2015, authorizing the sole-source procurement of a Leica C10 forensic 3D laser scanning system.

Since the purchase of the Leica C10 scanner, it has been used extensively by the members of the Crime Scene Unit to document homicides, officer involved shootings and critical incidents. The scanner has also been used to document approximately 100 fatal or near fatal traffic collisions, many of which involve charges being filed.

Unfortunately, as of January 1, 2019, the manufacturer has ceased production of all parts of the Leica C10 model scanner and is no longer providing software support or updates. However, through June 30, 2019, Precision Survey Supply is offering a $7,800 trade in value for the existing unsupported unit with the purchase of a new Leica RTC360 scanner, including a lease option for four years.

In order to finance the lease of the scanner, the City is required to enter into a finance agreement with Great America Financial Services, of whom which the City must indemnify. The compensation for the finance agreement between the City and Great America Financial Services

is as follows:

1. Four annual payments of $20,496.72
2. The option to purchase the scanner on the fifth year for $12,128.04

If BPD decides not to purchase the scanner, BPD is not responsible for the final payment of $12,128.04 and the scanner is returned to Precision Survey Supply, LLC.

The Leica RTC360 scanner is proprietary in its configuration for forensic application, and Precision Survey Supply is the only authorized Leica dealer for the Public Safety Laser Scanning configuration. Therefore, the BPD requests the adoption of this sole-source resolution to facilitate the purchase.

This purchase will be paid with State Supplemental Law Enforcement Services Funds and there is no impact to the Police General Fund Budget.

ATTACHMENTS:

	Description	Type
🗋	Sole Source Reso - Leica RTC Scan Station	Resolution
🗋	Precision Survey Supply Agreement	Agreement
🗋	Precision Survey Supply Agreement (Exhibit A)	Exhibit
🗋	Precision Survey Supply Letter (Exhibit B)	Exhibit
🗋	Great America Fiancial Services Agreement	Agreement

RESOLUTION NO. _____

A RESOLUTION DETERMINING THAT A LEICA SCAN STATION CANNOT BE REASONABLY OBTAINED THROUGH THE USUAL BIDDING PROCEDURES AND AUTHORIZING THE FINANCE DIRECTOR TO DISPENSE WITH BIDDING THEREFORE AND PURCHASE A LEICA SCAN STATION FROM PRECISION SURVEY SUPPLY, NOT TO EXCEED $95,000.00.

WHEREAS, the Bakersfield Police Department (BPD) has utilized a Leica C10 forensic 3D laser scanning system, since January 2015 to document the processing of homicides, officer involved shootings, traffic fatalities and critical incidents; and

WHEREAS, the manufacturer, Leica, has ceased production of all parts of the C10 scanner currently in use, and is no longer providing software updates or support for this unit; and

WHEREAS, the $7,800.00 trade in value on the unit expires on June 30, 2019; and

WHEREAS, the Leica RTC360 scanner will provide the BPD the ability to continue rendering a digital 3D recreation of a crime scene or accident scene, allowing a jury, investigative review team or others to be immersed in the scene; and

WHEREAS, the BPD has State Supplemental Law Enforcement Services Funding (SLESF) set aside for the purchase of the new unit; and

WHEREAS, the Leica RTC360 scanning system is proprietary in its configuration for forensic application; and

WHEREAS, Precision Survey Supply is the only authorized Leica dealer for the Public Safety Laser Scanning configuration; and

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. The work, supplies, equipment or materials can only be reasonably obtained from one vendor because of restricted availability of such work, supplies, equipment or materials.

3. The Finance Director is authorized to dispense with bidding in accordance with Section 3.20.060 of the Bakersfield Municipal Code.

4. The expenditure of funds for said work, supplies, equipment or materials

shall not exceed One Hundred Four Thousand Dollars ($104,000.00).

-------o0o-------

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_____
VIRIDIANA GALLARDO-KING
Associate Attorney

AGREEMENT NO. _____

LEASE AGREEMENT BETWEEN THE CITY OF BAKERSFIELD AND PRECISION SURVEY SUPPLY

This **LEASE AGREEMENT** ("Agreement") is made and entered into on _____, by and between the **CITY OF BAKERSFIELD,** a municipal corporation, ("CITY") and **PRECISION SURVEY SUPPLY, LLC.** ("VENDOR").

R E C I T A L S

WHEREAS, the Bakersfield Police Department (BPD) currently utilizes a Leica C10 forensic 3D laser scanning system, to document the processing of homicides, officer involved shootings, traffic fatalities and critical incidents; and

WHEREAS, the manufacturer, Leica, has ceased production of all parts of the C10 scanner currently in use, and is no longer providing software updates or support for this unit; and

WHEREAS, VENDOR represents that VENDOR is experienced, well qualified and a specialist in the field of crime scene investigation scanners; and

WHEREAS, VENDOR has offered to accept CITY's used Scanner and as a trade in value, give CITY credit in the amount of $7,800 to be applied to the lease of the new Scanner, as described in Exhibit A; and

WHEREAS, the Leica RTC360 scanner will provide the BPD the ability to continue rendering a digital 3D recreation of a crime scene or accident scene, allowing a jury, investigative review team or others to be immersed in the scene; and

WHEREAS, the BPD has State Supplemental Law Enforcement Services Funding (SLESF) set aside for the purchase of the new unit; and

WHEREAS, the Leica RTC360 scanning system is proprietary in its configuration for forensic application; and

WHEREAS, Precision Survey Supply is the only authorized Leica dealer for the Public Safety Laser Scanning configuration; and

WHEREAS, Precision Survey Supply is the only authorized Leica dealer for the Public Safety Laser Scanning configuration.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY, and VENDOR mutually agree as follows:

1. **SCOPE OF WORK.** The scope of work is described as: VENDOR leasing a Scanner for purposes of CITY's use in crime scene investigation recreation. The scope of work shall include all items and procedures necessary to properly complete the task VENDOR has been hired to perform, whether specifically included in the scope of work or not.

~~2.~~ **COMPENSATION/PAYMENT PROCEDURE.**
The Compensation will be the total amount paid to VENDOR for performing the Scope of Work and includes, but is not limited to, all out-of-pocket costs and taxes. In no case will CITY compensate VENDOR more than $94,114.92 for performing the Scope of Work.

3. **TERM.** This Agreement is based on a 48 month term which will commence the day the equipment is delivered and shall terminate in **four (4) years**. Attached herein is Exhibit B which explains the breakdown of the terms.

4. **TERMINATION.** Any of the parties may terminate this Agreement after giving the other parties written notice, as provided herein, ten days before the termination is effective.

5. **COMPLIANCE WITH ALL LAWS.** VENDOR shall, at VENDOR'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. **EQUIPMENT.** VENDOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.

7. **STANDARD OF PERFORMANCE.** The Scope of Work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of VENDOR's profession in California.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

18. **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.

19. **NON-INTEREST.** No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).

20. **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

VENDOR: **PRECISION SURVEY SUPPLY, LLC**
8528 Utica Avenue #800
Rancho Cucamonga, CA 91730
(909)931-4040

21. **RESOURCE ALLOCATION.** All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

22. **TITLE TO DOCUMENTS.** All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by VENDOR

pursuant to the terms of this Agreement, shall, upon preparation, become CITY property.

23. <u>TAX NUMBERS</u>.

VENDOR's Federal Tax ID Number _____
VENDOR 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 date first written above.

"CITY"
CITY OF BAKERSFIELD

By:_____
KAREN GOH
Mayor

"VENDOR"
PRECISION SURVEY SUPPLY, LLC

By:_____

Print Name:_____

Title:_____

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
VIRIDIANA GALLARDO-KING
Associate Attorney

Insurance:_____

APPROVED AS TO CONTENT:
BAKERSFIELD POLICE DEPARTMENT

By:_____
LYLE MARTIN
CHIEF OF POLICE

COUNTERSIGNED:

By:_____
NELSON SMITH
Finance Director

Attachment: Exhibit ___

Estimate

Precision Survey Supply, LLC
8628 Utica Avenue #800
Rancho Cucamonga, CA 91730 US
909-931-4040
sam@precisionsurveysupply.com
www.precisionsurveysupply.com

ADDRESS
Jeff Cecil Bakersfield Police Dept 1601 Truxtun Ave Bakersfield, CA 93301

SHIP TO
Jeff Cecil Bakersfield Police Dept 1601 Truxtun Ave Bakersfield, CA 93301

ESTIMATE #	DATE	
31348	04/03/2019	

SALES REP
SE

ACTIVITY	QTY	RATE	AMOUNT
6012673 Leica RTC360 Laser Scanner Kit 838300 RTC360 Scan Head 817063 GVP730, Transport Container for RTC360 Laser Scanner and Accessories 799191 GEB361 Lithium Ion Battery 799187 GKL341, Charger Prof 5000. Charges up to 4 batteries, including power cable. 842065 RTC360 Flash Drive - 256GB 636767 RTC360 Rain Cover 6013561 1 yr RTC360 Laser Scanner CCP Basic	1	78,000.00	78,000.00T
842066 GST80, Lightweight Tripod for RTC360 Laser Scanner	1	1,680.00	1,680.00T
PSS32215 On-Site Forensic Training Accepted By: Signature: 3 officers at Precision Survey Supply Corporate Office Headquarters located at 8628 Utica Ave., Suite 800, Rancho Cucamonga CA 91730.	1	2,400.00	2,400.00
Trade In Trade In to include the following: - C-10 ScanStation - Tripod - A/C Adapter - Battery Set - Carrying Case	1	-7,800.00	-7,800.00

Does not include applicable taxes or shipping charges. Thank you!

SUBTOTAL	74,280.00
TAX (8.25%)	6,573.60
TOTAL	**$80,853.60**

Accepted By

Accepted Date

Precision Survey Supply

8628 Utica St, Suite 800 – Rancho Cucamonga, CA. 91786
909-931-4040 Main / 909-931-4009 Fax / 888-275-3054 Toll Free
www.precisionsurveysupply.com

April 22, 2019
Bakersfield Police Department
Darrin Branson
1601 Truxtun Ave
Bakersfield, Ca. 93301

Regarding: Leica RTC Great America Financial

Please accept this letter to help explain the final payment

The term of the contract is set by Great America at 48 months which will commence the day the equipment is delivered. The City shall sign the contract and submit to Great America Financial. Once the paperwork has been signed and received. Precision Survey Supply shall deliver the equipment as listed in Quote # 31348.

At the end of the lease term the City of Bakersfield will have two options:

1. Return all the equipment to Precision Survey Supply and your 48 month obligation is satisfied. The City of Bakersfield shall enter new negotiations for new technology and enter a new agreement or purchase. Upon return of equipment in good calibrated order, Precision Survey Supply and/or Leica shall absorb the Final payment requirement.
2. The City of Bakersfield may purchase the equipment for the Final Payment amount indicated by Great America Financial and complete its obligation and retain the equipment.

Please feel free to contact me if you have any question or concerns.

Sincerely,
Sam El-Said
General Manager
sam@precisionsurveysupply.com
Precision Survey Supply
909-931-4040 Office
909-241-7422 Cell

EQUIPMENT FINANCE AGREEMENT

GreatAmerica FINANCIAL SERVICES

GREATAMERICA FINANCIAL SERVICES CORPORATION
625 FIRST STREET SE, CEDAR RAPIDS IA 52401
PO BOX 609, CEDAR RAPIDS IA 52406-0609

AGREEMENT NO.: **1452239**

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **Bakersfield, City Of DBA Bakersfield Police Department**

ADDRESS: **1601 Truxtun Ave** **Bakersfield, CA 93301-5109**

VENDOR (VENDOR IS NOT OUR AGENT AND IS NOT AUTHORIZED BY US TO ACT ON OUR BEHALF OR TO WAIVE OR ALTER ANY PROVISION OF THIS AGREEMENT)

Precision Survey Supply **Rancho Cucamonga, CA**

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES ☐ SEE ATTACHED SCHEDULE

Leica RTC360 Scanner w/ Tripod and Training

90 Days Deferred

EQUIPMENT LOCATION: **As Stated Above**

TERM IN MONTHS: **48** **4** ANNUAL PAYMENTS OF: **$20,496.72** FOLLOWED BY: **1** ANNUAL PAYMENT OF: **$12,128.04**

ADVANCE PAYMENT: _____ EQUIPMENT COST/AMOUNT FINANCED: **$80,853.60** DOCUMENT STAMP (IF APPLICABLE): _____

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. THE PARTIES AGREE THAT THIS AGREEMENT IS BEING ENTERED INTO AND PERFORMED IN THE STATE OF IOWA AND THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA IN ALL RESPECTS INCLUDING, WITHOUT LIMITATION, IOWA'S USURY LAWS. ANY DISPUTE WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN LINN COUNTY, IOWA. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS, WAIVE TRANSFER OF VENUE AND ACKNOWLEDGE THAT (A) YOU APPLIED FOR CREDIT WITH US IN IOWA, (B) WE MADE THE DECISION TO EXTEND CREDIT TO YOU IN IOWA, AND (C) THIS AGREEMENT WILL BE INVOICED AND ADMINISTERED IN IOWA (THOUGH YOU MAY BE DIRECTED TO SEND PAYMENTS TO OUR LOCKBOX IN A DIFFERENT STATE). EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO FINANCING SOURCE THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. ONCE YOU SIGN THIS AGREEMENT AND WE ACCEPT IT, YOUR PAYMENT OBLIGATIONS UNDER THIS AGREEMENT ARE NON-CANCELABLE AND IRREVOCABLE FOR THE FULL AGREEMENT TERM.

(As Stated Above) **X**

CUSTOMER SIGNATURE PRINT NAME & TITLE DATE

FINANCING SOURCE ("WE", "US", "OUR")

GreatAmerica Financial Services Corporation

FINANCING SOURCE SIGNATURE PRINT NAME & TITLE DATE

UNCONDITIONAL GUARANTY

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations under the Agreement. The undersigned also waive(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us or our assignee to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned, as to this guaranty, agree(s) to the designated forum and consent(s) to personal jurisdiction, venue, and choice of law as stated in the Agreement, agree(s) to pay all costs and expenses, including attorney fees, incurred by us or our assignee related to this guaranty and the Agreement, waive(s) a jury trial and transfer of venue, and authorize(s) obtaining credit reports.

SIGNATURE: **X** INDIVIDUAL: DATE:

SIGNATURE: **X** INDIVIDUAL: DATE:

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to provide financing to you pursuant to this Equipment Finance Agreement ("Agreement") in connection with your acquisition of the equipment and/or rights in the software referenced herein ("Equipment") from your Vendor. In consideration of us now paying your Vendor, on your behalf, the amounts your Vendor invoiced you for the Equipment, and, if applicable, related installation, training, and/or implementation costs, you unconditionally agree to pay us the principal amount set forth above as the Equipment Cost/Amount Financed, with interest thereon, which interest compounds monthly, at the rate implicit in the periodic amounts payable under the terms of this Agreement, which you agree to make each period by the due date. This Agreement will begin on the date we pay your Vendor for the Equipment or any later date we designate. We may charge you a one-time origination fee of $199.00. If any amount payable to us is past due, you will pay us a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six ($26.00) dollars; or 2) the highest lawful charge, if less. If you choose to make any payments under this Agreement early, you will not be entitled to take a discount off of the aggregate amount of the periodic payments to be made under this Agreement. We made an investment in this Agreement in reliance on the anticipated stream of cash flows and any early discounted payment would frustrate our purpose in extending you credit under this Agreement. If an advance payment is required, the amount exceeding one payment shall be applied to the last payment(s) during the term.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING YOUR VENDOR FOR THE EQUIPMENT ON YOUR BEHALF BASED ON YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON.

EQUIPMENT USE. Until your obligations under this Agreement are satisfied in full, you agree to keep the Equipment in good working order, use it for business purposes only, not modify or move it from its initial location without our consent, and bear the risk of its non-compliance with applicable laws. You must resolve any dispute you may have concerning the Equipment with the manufacturer or your Vendor. You will comply with all laws, ordinances, regulations, requirements, and rules relating to the use and operation of the Equipment. If the Equipment includes any software, we are neither responsible for the software nor the obligations of you or the licensor under any license agreement related to the software.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE THE EQUIPMENT, AND YOUR VENDOR BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR YOUR VENDOR IS PROVIDING.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, discounted at 3% per annum.

OWNERSHIP. You own the Equipment, including any software license rights granted to you, if any, by your Vendor or third-party supplier(s). We do not/will not own the Equipment at any point during the term of this Agreement unless we take possession of it in connection with exercising default remedies. You hereby grant us a security interest in the Equipment to secure your performance under this Agreement, to be released at the end of the term provided you have performed all of your obligations under this Agreement. You represent to us that you signed this Agreement prior to your receipt of any part of the Equipment.

TAXES. You agree that you will pay when due, either directly or by paying your Vendor, all taxes and fees relating to the Equipment, your purchase of the Equipment or this Agreement. If your Vendor invoices you for taxes, we may include the invoiced taxes in the amounts we finance for you under this Agreement. However, payment of sales, use or property taxes shall not be our responsibility under any circumstances.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all our costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts. In the event of your default, you waive notices of our intent to accelerate the payments, the acceleration of the payments and of the enforcement of our rights under this Agreement. To the extent you are permitted by law, you waive all defenses you would otherwise have under the Uniform Commercial Code, if any, and common law. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date and acknowledge that if your Vendor filled in any blanks above, they did so on your behalf. All other modifications to the Agreement must be in writing signed by each party.

GOVERNMENTAL ENTITIES ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between GreatAmerica Financial Services Corporation ("we", "us", "our") and Bakersfield, City Of ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number 1452239 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL CERTIFICATE

I, THE UNDERSIGNED, HEREBY CERTIFY THAT, AS OF THE DATE OF THE AGREEMENT, (A) THE INDIVIDUAL WHO EXECUTED THE AGREEMENT HAD FULL POWER AND AUTHORITY TO EXECUTE THE AGREEMENT AND (B) THE REPRESENTATIONS SET FORTH ABOVE IN THE PARAGRAPH TITLED "APPLICABLE TO GOVERNMENTAL ENTITIES ONLY" ARE TRUE AND ACCURATE IN ALL MATERIAL RESPECTS.

SIGNATURE: X NAME & TITLE: DATE:

OUR SIGNATURE

GreatAmerica Financial Services Corporation

SIGNATURE PRINT NAME & TITLE DATE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

"CITY"
CITY OF BAKERSFIELD

By:_____
KAREN GOH
Mayor

"VENDOR"
GREAT AMERICAN FINANCIAL SERVICES

By:_____

Print Name:_____

Title:_____

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
VIRIDIANA GALLARDO-KING
Associate Attorney

Insurance:_____

APPROVED AS TO CONTENT:
BAKERSFIELD POLICE DEPARTMENT

By:_____
LYLE MARTIN
CHIEF OF POLICE

COUNTERSIGNED:

By:_____
NELSON SMITH
Finance Director

Attachment: Exhibit ___

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent – Resolutions j.

TO: Honorable Mayor and City Council

FROM: Christi Tenter, Human Resources Manager

DATE: 6/3/2019

WARD:

SUBJECT: New Job Specifications and Change to Salary Schedule:

1. Amendment No. 5 to Resolution No. 063-18 approving Memorandum of Understanding for employees of the Blue and White Collar Units and adopting salary schedule and related benefits for Economic Development Planner I/II, and Economic Development Specialist
2. Amendment No. 7 to Resolution No. 064-18 setting salaries and related benefits for officers and employees of the General Supervisory, Police Supervisory, and Management Units for Economic Development Principal Planner, and Economic Development Director
3. New Job Specifications: Economic Development Specialist #25025, Economic Development Planner I/II #25065, Economic Development Principal Planner #59890, Economic Development Director #88100.

STAFF RECOMMENDATION:

Staff recommends adoption of the resolution and approval of the new job specifications.

BACKGROUND:

The positions are being created as part of the Bakersfield's Public Safety and Vital Services Measure (PSVS Measure) implementation plan. Economic Development will be a division of the Development Services Department providing enhanced services to meet the priorities of the PSVS Measure including economic development, affordable housing and addressing homelessness operations.

The positions are crucial to administer the functions of the division and oversee the use of Federal, State, and local funds for programs and projects that stimulate economic development, provide community development, homeless services, and affordable housing in the City of Bakersfield. These functions help create and retain employment opportunities, eliminate slum

and blight by providing housing to low- and moderate-income neighborhoods, enhance and preserve historical resources, and improve safety and livability of neighborhoods.

The division will administer the development and implementation of the City's economic, housing and homelessness activities and the coordination of those activities with other governmental agencies, community organizations, private-sector developers and lending institutions.

The new job specifications were approved by the Miscellaneous Civil Service Board at its June 20, 2019 meeting.

These positions are proposed to be added as part of FY 2019-20 budget.

ATTACHMENTS:

	Description	Type
	Amendment No. 5 to Resolution No. 063-18	Resolution
	Amendment No. 7 to Agreement No. 064-18	Resolution
	Exhibit A - Job Specification - Economic Development Specialist	Exhibit
	Exhibit B - Job Specification - Economic Development Planner I/II	Exhibit
	Exhibit C - Job Specification - Economic Development Principal Planner	Exhibit
	Exhibit D - Job Specification - Economic Development Director	Exhibit

RESOLUTION NO. _____

AMENDMENT NO. 5 TO RESOLUTION NO. 063-18 APPROVING MEMORANDUM OF UNDERSTANDING FOR EMPLOYEES OF THE BLUE AND WHITE COLLAR UNITS AND ADOPTING SALARY SCHEDULE AND RELATED BENEFITS FOR ECONOMIC DEVELOPMENT SPECIALIST, ECONOMIC DEVELOPMENT PLANNER I, AND ECONOMIC DEVELOPMENT PLANNER II

WHEREAS, Resolution No. 063-18 sets salaries and related benefits for employees of the Blue and White Collar Units.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Bakersfield that effective immediately following Council action, the Salary Schedule, a part of the Resolution No. 063-18 is hereby amended as follows:

1. Resolution No. 063-18 is hereby amended by adding the following class title to the White Collar Unit:

25025 A ECONOMIC DEVELOPMENT SPECIALIST

Step1	Step 2	Step 3	Step 4	Step 5
$22.46	$23.583	$24.762	$26.00	$27.30

25065 A ECONOMIC DEVELOPMENT PLANNER I

Step1	Step 2	Step 3	Step 4	Step 5
$25.639	$26.921	$28.258	$29.667	$31.158

25065 A ECONOMIC DEVELOPMENT PLANNER II

Step1	Step 2	Step 3	Step 4	Step 5
$32.215	$33.832	$35.523	$37.299	$39.168

----------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

RESOLUTION NO. _____

AMENDMENT NO. 7 TO RESOLUTION NO. 064-18 SETTING SALARIES AND RELATED BENEFITS FOR OFFICERS AND EMPLOYEES OF THE GENERAL SUPERVISORY, POLICE SUPERVISORY, AND MANAGEMENT UNITS

WHEREAS, Resolution No. 064-18 sets salaries and related benefits for employees of the General Supervisory, Police Supervisory, and Management Units,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Bakersfield that effective immediately following Council action, the Salary Schedule, a part of the Resolution No. 064-18 is hereby amended as follows:

1. Resolution No. 064-18 is hereby amended by revising the salaries of the following class titles in the General Supervisory, Police Supervisory, and Management Units:

59890 D ECONOMIC DEVELOPMENT PRINCIPAL PLANNER

Step1	Step 2	Step 3	Step 4	Step 5
$39.881	$41.878	$43.974	$46.172	$48.479

88100 D ECONOMIC DEVELOPMENT DIRECTOR

Step1	Step 2	Step 3	Step 4	Step 5
$53.513	$56.187	$59.00	$61.95	$65.048

----------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

CLASS SPECIFICATION: 25025
UNIT: WHITE COLLAR
EE04: PARA-PROFESSIONAL

CLASS TITLE: **ECONOMIC DEVELOPMENT SPECIALIST**

CLASS SUMMARY:
Under general supervision is responsible for performing general economic and community development, redevelopment, housing development and administrative work, including specific real estate and escrow related tasks, general project planning assignments and other work as assigned. Incumbents in this classification perform increasingly complex para-professional, technical, financial, real estate and administrative tasks which are typically in support of a specific project or housing related program.

REPRESENTATIVE DUTIES:
The following typical tasks and responsibilities are representative of the position's essential duties. They are descriptive, not limiting

Essential Duties:
- Prepares loan files; orders any and all documentations necessary to complete loan files; review verifications and credit history; completes borrower's analysis; witness/notarize borrower's signature on loan documents as necessary; submits accurate and complete loan packages; coordinates and facilitates the closing of loans.
- Keeps abreast of all current loan underwriting guidelines issued by the City, private lenders working with the City, and others, in order to accurately process and package a variety of loans.
- Assists in the preparation of reports, agenda items and agreements relating to assigned phases of various projects and programs; coordinate and prepare public notices as required for all departmental hearings and other regulatory required actions.
- Assists in compiling and analyzing data on a variety of assigned projects and programs; compiles and maintains status reports on assigned project/program activities.
- Coordinates meetings with community groups to discuss and plan projects and community events Related to program/project activities.
- Prepares presentations for boards, commissions and community events.
- Assists in budget preparation in relationship to various loan programs.
- Maintains records and databases.
- Assists in the coordination, dissemination, and presentation of program/project informational materials; participates in the updates of program/project activities.
- Uses computerized systems for providing reports, statements, date or other projects and program information.

DISTINGUISHING CHARACTERISTICS:
This position is distinguished from the Development Assistant in that the latter exercises a greater degree of independent judgment due to the scope of assigned duties, responsibilities, loan underwriting and qualifying responsibility. The position is also distinguished from Secretary I/II in that it requires knowledge and expertise in loan processing, escrow processes and procedures, and real estate related activities.

MINIMUM QUALIFICATIONS:
Knowledge of:
- Principles and practices of real estate, lending and mortgage underwriting.
- Community and housing development.
- Fiscal, social and economic implications of community development and redevelopment governmental procedures; policies and function of public agencies; including the roles of the

Redevelopment Agency and related interface with the City Manager; department heads; City Council, and appointed boards and commissions.
- City ordinances, policies and operating procedures.
- Budgetary practices; related computer applications including word processing and spreadsheet software.

Ability to:
- Understand and apply those aspects of federal, state and local laws, regulations, policies, procedures and standards that pertain to community and housing development.
- Research, analyze and summarize data
- Assist in the preparation of clear, concise and complete technical documents including agreements and written materials.
- Work with a variety of real estate and escrow related service providers
- Establish and maintain effective working relationships
- Use initiative and independent judgment in the performance of job duties
- Meet challenging loan processing deadlines
- Communicate effectively both orally and in writing

Training and Experience:
- Graduation from an accredited college or university with a Bachelor's degree in Public Administration, Business Administration, Planning & Land Use or related field **OR**
- Four years mortgage, escrow, real estate or related experience **OR**
- An equivalent combination of training and experience which provides the capabilities to perform the described duties.

Physical Conditions or Special Requirements:
- Standard office environment and working conditions
- Must be willing to work in various neighborhoods in the City including both businesses and private residences.

Approved by the Miscellaneous Civil Service Board:
Approved by the City Council:

CITY OF BAKERSFIELD **CLASS SPECIFICATION: 25065**
UNIT: WHITE COLLAR
EE04: PROFESSIONALS

CLASS TITLE: ECONOMIC DEVELOPMENT PLANNER I/II

CLASS SUMMARY:
Under supervision is responsible for performing general economic, redevelopment, community and housing development work, including specific development project tasks and general planning tasks, or other work as required.

REPRESENTATIVE DUTIES:
The following typical tasks and responsibilities are representative of all positions in the class. They are descriptive, not limiting.

Essential Duties:
- Plans, organizes and performs assignments pertaining to economic development, redevelopment, community development, affordable housing and historic preservation and adaptive reuse;
- Implements local, state and federal program regulations relating to economic and community development;
- Coordinates with other City Departments involved with economic and community development projects and programs, including legal counsel, public works, and consultants;
- Conducts environmental review determinations (CEQA/NEPA) and coordinates with consultants/developers on environmental compliance;
- Establishes and maintains effective relationships with private and non-profit development corporations;
- Conducts background work for special planning and economic development studies;
- Organizes and performs assignments pertaining to activities for community development programs, including but not limited to CDBG, HOME, ESG, and HOPWA;
- Investigates difficult or complex planning problems;
- Serves as liaison between City Departments and various community organization;
- Conducts community meetings and forums in various neighborhoods;
- Provides staff support to the Historic Preservation Commission in their related functions;
- Performs detailed financial analysis of proposed projects for economic feasibility

DISTINGUISHING CHARACTERISTICS:
The Development Planner Classification is the highest level of development staff level series in the City's economic and community development series. Development Planner I incumbents initially work under close supervision and are expected to become increasingly knowledgeable and carry out assignments with increasing independence. A Development Planner I is distinguished from a Development Planner II in that the latter is responsible for performing complex, specialized planning and for providing a wider scope of services involving the exercise of broader independent judgment and decision making due to the scope of assigned duties and project management responsibilities, financial underwriting and analysis.

MINIMUM QUALIFICATIONS:
Knowledge of:
- Overall organization and operation of City government including governmental procedures and policies;
- Fiscal, social and economic implications involved in economic development including land acquisition procedures and relocation;
- Financial analysis as it relates to real estate and commercial development;

- Principles;
- Community Development Block Grant Program and related federal / state housing programs including related federal law and regulations;
- Legal functions of planning, in particular General plan adoptions and updates;
- Real estate lending and mortgage underwriting;
- Federal environmental review procedures;
- Related computer applications including work processing and spreadsheet software.
- Business loans / grant incentive programs
- Affordable housing and rehabilitation loan programs with real estate lending and mortgage underwriting activities
- Marketing and business incentive coordination
- Site acquisition and relocation activities including coordination of real estate information, title reports and appraisals
- Real Estate Development and / or real estate lending

Ability to:

- Understand and apply those aspects of federal, state and local laws, regulations, policies, procedures, and standards that pertain to economic development, community development, redevelopment and housing development;
- Research, analyze and summarize data
- Establish and maintain effective working relationships;
- Use initiative and independent judgment in the performance of job duties;
- Meet challenging project development deadlines;
- Work and communicate effectively with the public and public agencies;
- Work effectively with the general public and on a one-on-one basis and give oral presentations to citizen groups, Historic Preservation Commission and other City Officials.
- Perform routine and moderately difficult assignments under decreasing degrees of supervision;
- Make clear presentations of ideas and recommendations both orally and in writing;
- Prepare clear, concise and complete technical documents, reports, correspondence and other writing;
- Prepare clear, concise and complete technical documents, reports, correspondence and other written materials.

Training and Experience:

- Graduation from an accredited college or university with a Bachelor's degree in Business, Public Administration, Planning or related field
- For Development Planner II, at least three (3) years of professional planning, economic development, community development, and / or real estate experience preferably at the local government level; **OR**
- An equivalent combination of education, training and experience which provides the capabilities to perform the described duties

Licenses; Certificates; Special Requirements:

- Possession of a valid Class "C" California driver's license
- Must be able to pass a background check

Physical Conditions or Special Working Conditions:

- Primarily standard office environment and working conditions; **AND**
- Must be willing to work in various neighborhoods in the City including both businesses and private residences.

Approved by the Miscellaneous Civil Service Board:
Approved by the City Council:

CITY OF BAKERSFIELD

CLASS SPECIFICATION: 59890
UNIT: GENERAL SUPERVISORY
EEO4: PROFESSIONALS

CLASS TITLE: ECONOMIC DEVELOPMENT PRINCIPAL PLANNER

CLASS SUMMARY:
Under general direction, is responsible for directing and participating in major functions of the City including supervision of other economic development personnel in performing planning activities; to protect, improve, and diversify the local economy; particularly pertaining to economic development, redevelopment, community development and historic preservation, including adaptive reuse.

REPRESENTATIVE DUTIES:
The following typical tasks and responsibilities are representative of the position's essential duties. They are descriptive, not limiting.
Essential Duties:
- Reviews concepts and prepares Implementation Plans to encourage new business to locate to Bakersfield;
- Performs and manages special planning research in support of Redevelopment and Community Development programs
- Performs detailed financial analysis of proposed projects for economic feasibility;
- Assists in coordinating with other City Departments involved with industrial, commercial and housing development;
- Coordinates projects submitted by developers to legal counsel and redevelopment consultants;
- Provides assistance in project implementation including site acquisition and relocation;
- Provides relevant information to appropriate agencies for environmental review determination;
- Establishes and maintain effective relationships with private and non-profit development corporations;
- Conducts background work for special planning and economic development studies;
- Organizes and perform assignments pertaining to activities for Community Development Programs;
- Investigates difficult or complex planning problems;
- Serves as liaison between City Department and various community organizations;
- Conducts community meetings and forums and serve as advisor to Department Head on community relations and affairs;
- Provides staff support to the Bakersfield Redevelopment Agency and/or the Historic Preservation Commission in their related functions.
- Performs detailed financial analysis of proposed projects for economic feasibility;
- Site acquisitions and relocation activities including coordination of real estate information, title reports and appraisals;
- Marketing and business incentive coordination.

MINIMUM QUALIFICATIONS:
Training and Experience:
- Graduation from an accredited college with a Bachelor's degree in Economics, Economic Development, Business, Real estate, Finance, Planning or related field. **AND**
- Five (5) years of professional and progressive planning experience including specific experience in working on economic development projects, community development, and/or real estate preferably at the local level. A Master's degree in a planning or related field may be substituted for one year of experience.

Licenses, Certificates and Special Requirements:

- Possession of a valid Class "C' driver's license
- Must be able to pass a background check

Knowledge of:

- Principles, methods and procedures of City planning
- Physical, social, economic implications involved in City planning
- Legal requirements of planning and zoning
- Local government as it relates to the planning process
- Research methods and statistical techniques
- Principles and practices of community development and redevelopment and policy planning
- Data collection methods and techniques
- Environmental review procedures
- Redevelopment law
- Federal Housing and Urban Development (HUD) Programs, including but not limited to: Community Development Block Grant (CDBG), HOME Investment Partnership Program and Emergency Solutions Grant
- Redevelopment Programs and Redevelopment Successor Agencies and Oversight Boards
- Redevelopment and Rehabilitation Programs
- Tax Increment Financing Districts, Business Improvement Districts (BID), Property and Business Improvement Districts (PBID), Development Impact Fees (DIF), User Fees, Developer/Cost Reimbursement Agreements, Grants, HOME funds, Partnerships with Local Vendors for other grants, etc.
- Affordable housing and rehabilitation loan programs with real estate lending and mortgage underwriting activities;
- Business loan and grant incentive programs.

Ability to:

- Compose complete reports of research findings in written, graphic and design form
- Make analyses and recommendations based on findings of studies, field observations, and public contact
- Organize and conduct research studies utilizing many sources of information
- Work effectively with general public and community agencies concerning matters relating to planning functions
- Interpret and apply laws and regulations to planning projects
- Write technical material clearly and effectively
- Perform and coordinate complex planning activities
- Supervise other staff members
- Communicate well with public officials, civic leaders, other professionals, and the public
- Use US Census Data, GIS mapping and related resources

Physical or Special Working Conditions:

- Standard office environment and working conditions
- must be willing to work in various neighborhoods in the City including both businesses and private residences.

Approved by the Miscellaneous Civil Service Board:
Approved by the City Council:

CITY OF BAKERSFIELD

CLASS SPECIFICATION: 88100
UNIT: MANAGEMENT
EEO4: OFFICIALS/ ADMINISTRATORS

CLASS TITLE: **ECONOMIC DEVELOPMENT DIRECTOR**

CLASS SUMMARY:

Under administrative direction of the Development Services Director, manages activities of the Economic and Community Development Division. Work involves planning, organizing, and coordinating the City's Comprehensive Economic Development Program and the Community Development Block Program; and performs other work as required.

REPRESENTATIVE DUTIES:

The following typical tasks and responsibilities are representative of the position's essential duties. They are descriptive, not limiting.

Essential Duties:

- Oversees the administration, development, implementation and supervision of the City's economic development activities, and the coordination of those activities with other governmental agencies, private-sector developers and lending institutions;
- Develops and directs the City's Comprehensive Economic Development Strategy and the Community Development Block Grant Program (CDBG);
- Directs the coordination, formulation, implementation and management of projects dealing with economic development, and commercial revitalization;
- Coordinates program activities with City departments, other local governments, state and federal agencies, and citizens involved or interested in economic development or redevelopment issues;
- Monitors the various laws and activities of regulatory agencies relating to economic development, redevelopment and CDBG, and advises Development Services Director;
- Provides technical advice to the Development Services Director, commissions, committees and higher level members of City management in matters related to a wide variety of redevelopment and economic development activities and programs;
- Oversees the preparation of necessary documentation and reports to assure compliance with HUD regulations relative to the Housing and Community Development Act of 1980;
- Assists the Development Services Director and Business Manager in development and management of the budget for the Division.

DISTINGUISHING CHARACTERISTICS:

The Economic Development Director functions as a division head with responsibility for policy development and recommendations to the Department Head, program planning, fiscal management assistance, administration, and operational direction of the Division.

MINIMUM QUALIFICATIONS:

Knowledge of:

- Principals and procedures necessary to fully support an enterprise class system, or application Principles, practices and procedures of economic development, community development and redevelopment;
- Principles of real estate development, land use planning, and zoning;
- Principles of development financing, bank practice, and investment markets;
- Contract and agreement development and administration;

- California redevelopment law;
- Federal, state and local laws;
- Rules and regulations related to state and federal programs;
- Practices and procedures of Community Development Block Grant application and administration;
- California Environmental Quality Act (CEQA);
- Housing and Community Development Act of 1980;
- Building design, construction management, loan packaging, rehabilitation finance and grantsmanship;
- Management and supervision;
- Public administration of principles and practices;
- City policies, procedures and practices;
- Computer applications related to work.

Ability to:

- Analyze and interpret data, reports, rules, and regulations relating to economic development and community development issues;
- Financially structure redevelopment and incentivized projects;
- Negotiate and administer contracts and agreements;
- Prepare and make effective public presentations relating to economic development objectives, before high level administrative and legislative bodies;
- Help the Department Head to Select, develop and evaluate staff and provide for their training and professional development;
- Delegate authority and responsibility;
- Express ideas on technical subjects clearly and concisely, both orally and in writing;
- Establish and maintain effective working relationships with a variety of City official's community groups and the public.

Training and Experience:

- A Bachelor's Degree from an accredited college or university in Business or Public Administration, Economics, Urban Planning or related field; **AND**
- Five years of experience in Economic Development, Community Development and/or Redevelopment or related experience is required, of which two (2) years must be at supervising and/or division management level;
- A Master's Degree in related field preferred;
- Additional training or certification in Economic Development Finance and a California real estate license highly desirable;
- An equivalent combination of training, certification and experience may be substituted for the above requirements.

Licenses, Certificates or Special Requirements:

- A valid California Class "C" driver's license
- Must be able to pass a background check
- National Development Council or International Economic Development Certification

Physical Conditions or Special Working Conditions:

- Standard office environment and working conditions;
- Must be willing to work in various neighborhoods in the City including both businesses and private residences.

CLASS TITLE: ECONOMIC AND COMMUNITY DEVELOPMENT MANAGER 88100

Approved by the Miscellaneous Civil Service Board:

Approved by the City Council:

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent – Resolutions k.

TO: Honorable Mayor and City Council

FROM: Christi Tenter, Human Resources Manager

DATE: 6/14/2019

WARD:

SUBJECT: New Job Specification and Change to Salary Schedule:

1. Amendment No. 8 to Resolution No. 064-18 setting salaries and related benefits for officers and employees of the General Supervisory, Police Supervisory, and Management Units for Water Resources Planner
2. New Job Specification: Water Resources Planner #59160

STAFF RECOMMENDATION:

Staff recommends adoption of the resolution.

BACKGROUND:

The Water Resources Manager has requested the creation of a Water Resources Planner classification. The incumbent will be responsible for ensuring the City's Groundwater Sustainability Plan is in place by 2020 as required by the State's Sustainable Groundwater Management Act. The incumbent will also be charged with working with Water Purveyors and the State Water Board in monitoring the plan during its 20 year implementation phase. Additional responsibilities include oversight of Storm Water Management Plan, implementation and planning of water conservation regulations, Senate Bill 606 and Assembly Bill 1668, ensuring compliance with the joint City/County NPDES permit and annual regulatory reporting as it relates to water supplies and management.

The new job specification was approved by the Miscellaneous Civil Service Board at its June 20, 2019 meeting.

This position is proposed to be added as part of FY 2019-20 budget.

ATTACHMENTS:

	Description	Type
🗋	Amendment No. 8 to Resolution No. 064-18	Resolution

Exhibit A - Job Specification - Water Resources Planner Exhibit

RESOLUTION NO. _____

AMENDMENT NO. 8 TO RESOLUTION NO. 064-18 SETTING SALARIES AND RELATED BENEFITS FOR OFFICERS AND EMPLOYEES OF THE GENERAL SUPERVISORY, POLICE SUPERVISORY, AND MANAGEMENT UNITS

WHEREAS, Resolution No. 064-18 sets salaries and related benefits for employees of the General Supervisory, Police Supervisory, and Management Units,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Bakersfield that effective immediately following Council action, the Salary Schedule, a part of the Resolution No. 064-18 is hereby amended as follows:

1. Resolution No. 064-18 is hereby amended by revising the salaries of the following class titles in the General Supervisory, Police Supervisory, and Management Units:

59160 D WATER RESOURCES PLANNER

Step1	Step 2	Step 3	Step 4	Step 5
$39.881	$41.878	$43.974	$46.172	$48.479

----------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

CLASS SPECIFICATION: 59160
UNIT: GENERAL SUPERVISORY
EEO4: PROFESSIONALS

CLASS TITLE: WATER RESOURCES PLANNER

CLASS SUMMARY:
Under general direction, is responsible for directing and participating in major water resources planning functions of the City including supervision of other Water Resources Department personnel in performing planning activities. The Water Resources Planner may have a variety of responsible water planning duties in terms of reviewing and preparing staff reports for current and advanced water planning functions

REPRESENTATIVE DUTIES:
The following typical tasks and responsibilities are representative of the position's essential duties. They are descriptive, not limiting.

Essential Duties:
- Maintains and updates the River Channel Maintenance Program by ensuring all environmental permits and necessary documents are active and monitor and track the status of the annual work;
- Performs special water resource planning research to develop projects, in conjunction with Management Staff, to meet the requirements and expectations outlined in the City's Water Board policies and City Council goals;
- Implements the Groundwater Sustainability Plan and Storm Water Management plan (National Pollutant Discharge Elimination System) required to support City and Water Resources programs;
- Reviews and prepares environmental documentation;
- Has direct involvement with the Sustainable Groundwater Management Act (SGMA) and the City's Groundwater Sustainability Plan (GSP);
- Has working knowledge of multiple water agreements and water rights;
- Reports on City's water supplies and demands and other current and advanced water resource planning activities as required;
- Performs technical activities associated with collection, evaluation and presentation of data to Management and public forums as required.

MINIMUM QUALIFICATIONS:
Knowledge of:
- Principles, methods practices and procedures of Water Resource and policy planning;
- Environmental requirements, permits and regulations required for operating a domestic water system, river and agricultural water system, and implementing projects to improve the utilization of both system through conjunctive use;
- The legal requirements of water rights, water agreements and groundwater sustainability;
- Research methods and statistical techniques;
- Data collection methods and techniques;
- Environmental review procedures

Ability to:
- Compose complete reports of research findings in written, graphic and design form;
- Make analyses and recommendations based on findings of studies, field observations, and public contract;
- Organize and conduct research studies utilizing many sources of information;

- Work effectively with water resource staff, water agencies, general public and community agencies concerning matters relating to water resource planning functions;
- Interpret and apply laws and regulations to water resource planning projects;
- Write technical material clearly and effectively;
- Perform and coordinate complex water resources planning activities;
- Work closely with and at times supervise other staff members;
- Communicate well with public officials, civic leaders, other professionals, and the public

Training and Experience:

- Graduation from an accredited college with a degree in planning, engineering, environmental studies, science or related field; **AND**
- Five (5) years of professional and progressive engineering, environmental or water resources planning experience; **OR**
- An equivalent combination of education, training and experience which provides the capabilities to perform the described duties

Licenses, Certificates and Special Requirements:

- Possession of a valid Class "C' driver's license
- Must be able to pass a background check

Physical or Special Working Conditions:

- Standard office environment and working conditions.
- Must be willing to work in various neighborhoods in the City including businesses, private residences, and various outdoor sites including the Kern River, water recharge areas, canals, and other City water facilities.

Approved by the Miscellaneous Civil Service Board:
Approved by the City Council:

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent – Resolutions I.

TO: Honorable Mayor and City Council

FROM: Christi Tenter, Human Resources Manager

DATE: 6/14/2019

WARD:

SUBJECT: New Job Specification and Change to Salary Schedule:

1. Amendment No. 9 to Resolution No. 064-18 setting salaries and related benefits for officers and employees of the General Supervisory, Police Supervisory, and Management Units for Assistant Solid Waste Director.
2. New Job Specification: Assistant Solid Waste Director #89140.

STAFF RECOMMENDATION:

Staff recommends adoption of the resolution.

BACKGROUND:

The City's Solid Waste Division is undergoing operational growth and the oversight of increasing regulatory mandates that require an addition to the management team. The team currently consists of only three positions: a Solid Waste Director, a Solid Waste Superintendent, and a Business Manager. This arrangement has worked for many years, during which the number of customers and related activity has more than doubled. For example, the number of homes served has grown from 50,000 to 105,000. Collection programs have gone from two to seven. The number of staff has grown from 68 to 110 to cover necessary recycling programs that previously did not exist.
As the current team manages the ever-growing $55 million solid waste enterprise, additional staff is necessary to plan and implement major mandated programs.

The new job specification was approved by the Miscellaneous Civil Service Board at its June 20, 2019 meeting.

This position is proposed to be added as part of FY 2019-20 budget.

ATTACHMENTS:

Description	Type

🗋	Amendment No. 9 to Resolution No. 064-18	Resolution
🗋	Exhibit A - Job Specification - Assistant Solid Waste Director	Exhibit

RESOLUTION NO. _____

AMENDMENT NO. 9 TO RESOLUTION NO. 064-18 SETTING SALARIES AND RELATED BENEFITS FOR OFFICERS AND EMPLOYEES OF THE GENERAL SUPERVISORY, POLICE SUPERVISORY, AND MANAGEMENT UNITS

WHEREAS, Resolution No. 064-18 sets salaries and related benefits for employees of the General Supervisory, Police Supervisory, and Management Units,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Bakersfield that effective immediately following Council action, the Salary Schedule, a part of the Resolution No. 064-18 is hereby amended as follows:

1. Resolution No. 064-18 is hereby amended by revising the salaries of the following class titles in the General Supervisory, Police Supervisory, and Management Units:

89140	D	ASSISTANT SOLID WASTE DIRECTOR			
	Step1	Step 2	Step 3	Step 4	Step 5
	$49.268	$51.736	$54.318	$57.036	$59.891

----------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 **CLASS SPECIFICATION: 89140**
UNIT: MANAGEMENT
EEO4: OFFICIALS/ADMINISTRATORS

CLASS TITLE: **ASSISTANT SOLID WASTE DIRECTOR**

CLASS SUMMARY:
Under the direction of the Solid Waste Director, assists in managerial functions for the planning, development, implementation, and maintenance of all aspects of the municipal solid waste management system, including public outreach, administration, collection, treatment, disposal, diversion, recycling, landfill maintenance, and environmental compliance; plans, organizes, integrates, directs and coordinates activities of the Solid Waste Division; provides assistance to the Division Head with work of great complexity and sensitivity; makes public presentations and responds to public inquiries; provides policy guidance and maintains cooperative relationships with community groups, intergovernmental agencies and City staff. Under direction, acts for Division Head in their absence.

REPRESENTATIVE DUTIES:
The following typical tasks and responsibilities are representative of the position's essential duties. They are descriptive, not limiting.

Essential Duties:
- Oversees activities of the Solid Waste Division which include public outreach, solid waste collection, treatment, disposal, diversion, recycling, landfill maintenance, and environmental compliance programs;
- Represents the City in contacts with federal, state, county and local agencies involved with solid waste, environmental matters, landfill issues, recycling, safety and other matters of concern; oversees waste diversion programs, including contracted solid waste haulers and City crews;
- Works with the county and state on solid waste diversion issues; recommends policy and procedures to address legislated requirements and mandates;
- Administers policy as established by the City Council; confers with and advises Division Head on problems related to the management of solid waste;
- Assists with development and administration of the division's annual budget; interacts extensively with the public;
- Prepares special reports.
- May serve as Division Head from time-to-time on a relief basis.

DISTINGUISHING CHARACTERISTICS:
In addition to assisting the Division Head in varied administrative and programmatic areas, including long-range planning and policy development, fiscal management and general administration, this class has responsibility for intergovernmental relations and inter-agency liaison activities within the metropolitan and statewide area for solid waste diversion and recycling activities. Emphasis is on: staying current with the federal and state legislative mandates regarding the handling of solid waste; monitoring and participating in the activities of a number of organizations and agencies, such as: the State of California Department of Resources and Recycling (CalRecycle), the Solid Waste Association of America (SWANA), the U.S. Composting Council, etc. This class is distinguished from the Solid Waste Director in that the latter has full management and administrative responsibilities for the entire division. This position is distinguished from the Solid Waste Superintendent in that the Superintendent is responsible for the day-to-day operations of the division.

MINIMUM QUALIFICATIONS:
Knowledge of:
- Public administration principles and methods, program and budget development; principles of

management and supervision of employees;
- Principles of contract negotiation and administration relating to solid waste and consulting services;
- Techniques and methods utilized in the collection, diversion, and recycling of solid waste;
- Techniques of landfill maintenance and recycling/composting facility operation;
- Regulatory frameworks and processes related to solid waste;
- Environmental monitoring and compliance reporting;
- Computer applications related to work.

Ability to:
- Plan, organize, administer and direct a variety of complex solid waste services and programs; select, motivate and evaluate staff;
- Develop and implement goals, recommend and apply policies and internal controls, analyze complex technical and administrative problems; act as liaison to local, state and federal agencies, boards, etc.;
- Prepare clear and concise reports, both written and oral;
- Establish and maintain cooperative working relationship with the news media, public, boards, agencies, City staff, etc.
- Inspect and direct activities at waste diversion and landfill facilities, and oversee large vehicle fleet operations.

Training and Experience:
- Graduation from an accredited college or university with a Bachelor's degree in Business, Management, Public Administration, Engineering, or related field **AND**
- Five years progressively responsible experience in the management of solid waste operations or related managerial experience **OR**
- An equivalent combination of training, certification and experience which provides the capabilities to perform the described duties.
- Highly Desirable: Familiarity with California laws dealing with solid waste issues

Licenses, Certificates and Special Requirements:
- Valid California Class "C" driver's license
- Highly Desirable: National and state certifications in environmental management, engineering, or related fields and certifications offered by professional organizations, i.e., the Solid Waste association of America (SWANA), California Environmental Health Association (CEHA), Department of Health Services (DHS), etc.

Physical Conditions or Special Working Conditions:
- Standard office environment and working conditions
- Must be willing to work outdoors in all weather conditions.

Approved by the Miscellaneous Civil Service Board:
Approved by the City Council:

CLASS TITLE: **ASSISTANT SOLID WASTE DIRECTOR** **89140**

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent – Agreements m.

TO: Honorable Mayor and City Council

FROM: Virginia Gennaro, City Attorney

DATE: 6/12/2019

WARD:

SUBJECT: Annual renewal of agreements with Clifford & Brown for legal services regarding general miscellaneous issues for (not to exceed $75,000) and general personnel issues (not to exceed $75,000).

STAFF RECOMMENDATION:

Staff recommends renewal and approval of agreements.

BACKGROUND:

During the course of the year, the City is required to provide legal services to represent the City, its officers and employees with respect to various miscellaneous and personnel matters. This includes such matters as representing the City in personnel matters and advising the City in pre-litigation matters. Under the terms of our long-term contract with Clifford & Brown, they offer such services at a very reasonable hourly rate. At the end of every fiscal year, these contracts are renewed. As such, the City desires to renew its legal services with Clifford & Brown for *General Miscellaneous Issues* in an amount not to exceed $75,000 and *General Personnel Issues* in an amount not to exceed $75,000 for fiscal year 2019/2020.

ATTACHMENTS:

	Description	Type
	Clifford & Brown Contract for General Miscellaneous Issues	Agreement
	Clifford & Brown Contract for General Personnel Issues	Agreement

AGREEMENT NO. _____

ATTORNEY RETAINER AGREEMENT

THIS AGREEMENT is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a chartered municipal corporation, (referred to herein as "CITY") and **CLIFFORD & BROWN** (referred to herein as "ATTORNEY").

R E C I T A L S

WHEREAS, it is necessary and appropriate that legal services be performed for CITY to represent CITY, its officers and employees with respect to miscellaneous matters; and

WHEREAS, CITY desires to retain ATTORNEY to perform legal services on behalf of CITY with respect to the matters described below.

NOW, THEREFORE, incorporating the foregoing recitals herein, the parties agree as follows:

1. SERVICES TO BE RENDERED: ATTORNEY will, as co-counsel with the Office of the City Attorney, or its designee, represent CITY in the following matter:

General Miscellaneous Issues

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 of **One Hundred Ninety-Five Dollars ($195) per hour. In no event shall this Agreement exceed the total amount of Seventy-Five Thousand Dollars ($75,000).** 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.

3. <u>REIMBURSEMENT POLICY AND BILLING REQUIREMENTS</u>.

3.1 CITY shall reimburse ATTORNEY for the following items:

3.1.1 Deposition and transcription fees;
3.1.2 Filing fees;
3.1.3 Consultant and expert witnesses fees, when approved in advance;
3.1.4 Database Entry Costs when approved in advance
3.1.5 Faxes and mailings at actual cost;
3.1.6 Other expenses when approved in advance;
3.1.7 Meals and lodging not to exceed CITY per diem, unless approved in advance.

3.2 CITY will not reimburse ATTORNEY for staff time or overtime for secretarial, clerical or word processing costs, time spent to provide information for a fee audit or for any type of work not authorized by CITY. Data entry (database work) shall be pre-approved and separately billed.

3.3 Travel (when approved in advance) will be reimbursed as follows: Transportation at actual fare for economy or coach class, meals and lodging not to exceed CITY per diem.

3.4 All invoices for payment shall contain an itemization of all costs and fees and must be broken down monthly and shall clearly state the total fees accumulated. The following information shall be set forth accurately in, or attached to, the billing invoice:

3.4.1 Case name, court number;
3.4.2 Staffing level, hourly rate and detailed time and activity descriptions for each ATTORNEY and/or paralegal, including time spent with respect to conferences, correspondence, depositions, document filing, hearings, meetings, research, case review, travel, trials and telephone calls. Data entry to be separately billed;
3.4.3 Invoices supporting all outside costs;
3.4.4 Total fees accumulated to the date of the invoice.

4. <u>TERM</u>. This Agreement shall take effect on July 1, 2019, and remain in effect until June 30, 2020, unless earlier terminated as provided herein.

5. ACCEPTANCE OF ASSIGNMENTS AND REPRESENTATIONS. ATTORNEY, with respect to the matter(s) assigned, represents as follows:

5.1 ATTORNEY has the expertise, support staff and facilities necessary to fully represent CITY's interests; and

5.2 ATTORNEY does not have an actual or potential interest adverse to CITY nor does ATTORNEY presently represent a person or firm with an interest adverse to CITY with respect to the matter(s) accepted; and

5.3 ATTORNEY shall diligently provide such legal services as are necessary in a professional, timely manner upon the terms and conditions as set forth herein.

6. REPORTING REQUIREMENTS. ATTORNEY shall provide to the City Attorney, or designee, appropriate reports as requested by CITY.

7. 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.

8. NEGATION OF PARTNERSHIP. CITY shall not become or be deemed a partner or joint venturer with ATTORNEY or associate in any such relationship with ATTORNEY by reason of the provisions of this Agreement. ATTORNEY shall not for any purpose be considered an agent, officer or employee of CITY.

9. INSURANCE. In addition to any other insurance or bond required under by this Agreement, ATTORNEY shall procure and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements" herein):

9.1 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; and

9.2 **Automobile liability insurance** 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:

9.2.1 Provide coverage for owned, non-owned and hired autos.

9.3 **Workers' compensation insurance** with statutory limits and employer's liability insurance with limits of not less than One Million Dollars ($1,000,000) per accident; and the policy shall contain a waiver of subrogation and additional insured endorsement in favor of CITY, its mayor, council, officers, agents, employees and volunteers.

9.4 Except for workers' compensation, insurance is to be placed with insurers with a Bests' rating of no 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 Bests' A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

9.5 All policies shall contain an endorsement providing CITY with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide there shall be continuing liability thereon, notwithstanding any recovery on any policy. Copies of policies shall be delivered to CITY on demand.

9.6 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 CITY.

9.7 The ATTORNEY 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.

9.8 Unless otherwise approved by 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 CITY has approved lesser insurance requirements for ATTORNEY.

10. TERMINATION. Either party may terminate this Agreement upon five (5) days written notice. ATTORNEY shall, upon termination, forthwith deliver to new counsel as directed by the City Attorney a Substitution of Attorney form signed by ATTORNEY. CITY may terminate this Agreement immediately without notice upon determining that such action is necessary to protect the interests of CITY.

11. OWNERSHIP AND INSPECTION OF FILES. All files, pleadings, reports, documents and other items remitted to ATTORNEY pursuant to this Agreement are and shall remain the property of CITY and shall be returned to CITY upon full completion of each matter after the time for appeal has run. During the pendency of the case remitted, all billing, invoice, time and other non-privileged portions of the file shall be made available for inspection by the Finance Director and Internal Auditor of CITY or other person designated by the City Attorney at all reasonable times. It is understood and agreed during the pendency of any conflict representation case, physical possession of the file shall remain with ATTORNEY who shall hold inviolate the confidences of client as required by law. Should this Agreement be terminated, the files shall be returned to CITY with all privileged materials appropriately sealed for transmittal to successor attorney of record for client.

12. 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: **OFFICE OF THE CITY ATTORNEY**
CITY OF BAKERSFIELD
1600 Truxtun Avenue, 4th Floor
Bakersfield, CA 93301
Telephone: (661) 326-3721
Facsimile: (661) 325-9162

ATTORNEY: **CLIFFORD & BROWN**
1430 Truxtun Avenue, Suite 900
Bakersfield, CA 93301
Telephone: (661) 322-6023
Facsimile: (661) 322-3508

13. 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.

14. 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 and signed by all the parties.

15. BINDING EFFECT. The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to this Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

16. 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.

17. TIME. Time is of the essence of this Agreement.

18. ACCOUNTING RECORDS. ATTORNEY shall maintain accurate accounting records and other written documentation pertaining to the costs incurred in performance of this Agreement. Such records and documentation shall be kept at ATTORNEY's office during the period 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.

19. 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.

20. CORPORATE AUTHORITY. Each individual executing this Agreement represents and warrants they are duly authorized to execute and deliver this Agreement on behalf of the corporation or organization, if any, named herein, and this Agreement is binding upon said corporation or organization in accordance with its terms.

21. 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.

22. TAX NUMBERS.

ATTORNEY's Federal Tax Identification No. **95-3287321**.
ATTORNEY is a corporation? Yes ___X___ No _____
(Please check one.)

23. 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.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

CITY OF BAKERSFIELD ("CITY")	**CLIFFORD & BROWN ("ATTORNEY")**
By:_____	By:_____
KAREN GOH	**PATRICK J. OSBORN**
Mayor	Managing Partner

Additional Signatures on Following Page

APPROVED AS TO FORM:
VIRGINIA GENNARO
City ATTORNEY

By:_____
VIRGINIA GENNARO
City Attorney

Insurance: _____

COUNTERSIGNED:

By:_____
NELSON SMITH
Finance Director

VG:ac

AGREEMENT NO. _____

ATTORNEY RETAINER AGREEMENT

THIS AGREEMENT is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a chartered municipal corporation, (referred to herein as "CITY") and **CLIFFORD & BROWN** (referred to herein as "ATTORNEY").

R E C I T A L S

WHEREAS, it is necessary and appropriate that legal services be performed for CITY to represent CITY, its officers and employees with respect to personnel matters; and

WHEREAS, CITY desires to retain ATTORNEY to perform legal services on behalf of CITY with respect to the matters described below.

NOW, THEREFORE, incorporating the foregoing recitals herein, the parties agree as follows:

1. SERVICES TO BE RENDERED: ATTORNEY will, as co-counsel with the Office of the City Attorney, or its designee, represent CITY in the following matter:

General Personnel Issues

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 of **One Hundred Ninety-Five Dollars ($195) per hour. In no event shall this Agreement exceed the total amount of Seventy-Five Thousand Dollars ($75,000).** 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.

3. <u>REIMBURSEMENT POLICY AND BILLING REQUIREMENTS</u>.

3.1 CITY shall reimburse ATTORNEY for the following items:

3.1.1 Deposition and transcription fees;
3.1.2 Filing fees;
3.1.3 Consultant and expert witnesses fees, when approved in advance;
3.1.4 Database Entry Costs when approved in advance
3.1.5 Faxes and mailings at actual cost;
3.1.6 Other expenses when approved in advance;
3.1.7 Meals and lodging not to exceed CITY per diem, unless approved in advance.

3.2 CITY will not reimburse ATTORNEY for staff time or overtime for secretarial, clerical or word processing costs, time spent to provide information for a fee audit or for any type of work not authorized by CITY. Data entry (database work) shall be pre-approved and separately billed.

3.3 Travel (when approved in advance) will be reimbursed as follows: Transportation at actual fare for economy or coach class, meals and lodging not to exceed CITY per diem.

3.4 All invoices for payment shall contain an itemization of all costs and fees and must be broken down monthly and shall clearly state the total fees accumulated. The following information shall be set forth accurately in, or attached to, the billing invoice:

3.4.1 Case name, court number;
3.4.2 Staffing level, hourly rate and detailed time and activity descriptions for each ATTORNEY and/or paralegal, including time spent with respect to conferences, correspondence, depositions, document filing, hearings, meetings, research, case review, travel, trials and telephone calls. Data entry to be separately billed;
3.4.3 Invoices supporting all outside costs;
3.4.4 Total fees accumulated to the date of the invoice.

4. <u>TERM</u>. This Agreement shall take effect on July 1, 2019, and remain in effect until June 30, 2020, unless earlier terminated as provided herein.

5. ACCEPTANCE OF ASSIGNMENTS AND REPRESENTATIONS. ATTORNEY, with respect to the matter(s) assigned, represents as follows:

5.1 ATTORNEY has the expertise, support staff and facilities necessary to fully represent CITY's interests; and

5.2 ATTORNEY does not have an actual or potential interest adverse to CITY nor does ATTORNEY presently represent a person or firm with an interest adverse to CITY with respect to the matter(s) accepted; and

5.3 ATTORNEY shall diligently provide such legal services as are necessary in a professional, timely manner upon the terms and conditions as set forth herein.

6. REPORTING REQUIREMENTS. ATTORNEY shall provide to the City Attorney, or designee, appropriate reports as requested by CITY.

7. 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.

8. NEGATION OF PARTNERSHIP. CITY shall not become or be deemed a partner or joint venturer with ATTORNEY or associate in any such relationship with ATTORNEY by reason of the provisions of this Agreement. ATTORNEY shall not for any purpose be considered an agent, officer or employee of CITY.

9. INSURANCE. In addition to any other insurance or bond required under by this Agreement, ATTORNEY shall procure and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements" herein):

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9.2 **Automobile liability insurance** 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:

9.2.1 Provide coverage for owned, non-owned and hired autos.

9.3 **Workers' compensation insurance** with statutory limits and employer's liability insurance with limits of not less than One Million Dollars ($1,000,000) per accident; and the policy shall contain a waiver of subrogation and additional insured endorsement in favor of CITY, its mayor, council, officers, agents, employees and volunteers.

9.4 Except for workers' compensation, insurance is to be placed with insurers with a Bests' rating of no 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 Bests' A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

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9.7 The ATTORNEY 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.

9.8 Unless otherwise approved by 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 CITY has approved lesser insurance requirements for ATTORNEY.

10. TERMINATION. Either party may terminate this Agreement upon five (5) days written notice. ATTORNEY shall, upon termination, forthwith deliver to new counsel as directed by the City Attorney a Substitution of Attorney form signed by ATTORNEY. CITY may terminate this Agreement immediately without notice upon determining that such action is necessary to protect the interests of CITY.

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12. 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: **OFFICE OF THE CITY ATTORNEY**
CITY OF BAKERSFIELD
1600 Truxtun Avenue, 4th Floor
Bakersfield, CA 93301
Telephone: (661) 326-3721
Facsimile: (661) 325-9162

ATTORNEY: **CLIFFORD & BROWN**
1430 Truxtun Avenue, Suite 900
Bakersfield, CA 93301
Telephone: (661) 322-6023
Facsimile: (661) 322-3508

13. 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.

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15. BINDING EFFECT. The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to this Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

16. 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.

17. TIME. Time is of the essence of this Agreement.

18. ACCOUNTING RECORDS. ATTORNEY shall maintain accurate accounting records and other written documentation pertaining to the costs incurred in performance of this Agreement. Such records and documentation shall be kept at ATTORNEY's office during the period 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.

19. 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.

20. CORPORATE AUTHORITY. Each individual executing this Agreement represents and warrants they are duly authorized to execute and deliver this Agreement on behalf of the corporation or organization, if any, named herein, and this Agreement is binding upon said corporation or organization in accordance with its terms.

21. 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.

22. TAX NUMBERS.

ATTORNEY's Federal Tax Identification No. **95-3287321**.
ATTORNEY is a corporation? Yes ___X___ No _____
(Please check one.)

23. 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.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

CITY OF BAKERSFIELD ("CITY")	**CLIFFORD & BROWN ("ATTORNEY")**
By:_____	By:_____
KAREN GOH	**PATRICK J. OSBORN**
Mayor	Managing Partner

Additional Signatures on Following Page

APPROVED AS TO FORM:
VIRGINIA GENNARO
City ATTORNEY

By:_____
VIRGINIA GENNARO
City Attorney

Insurance: _____

COUNTERSIGNED:

By:_____
NELSON SMITH
Finance Director

VG:ac

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent – Agreements n.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 6/11/2019

WARD: Ward 2

SUBJECT: Downtown Master Sewer Study and Downtown Master Storm Drain Study:

1. Accept and approve Design Consultant Agreeement with MKN & Associates, Inc. ($334,055) for development of the Downtown Master Sewer Study;
2. Appropriate $195,000 Sewer Enterprise Fund Balance to the Capital Improvement Budget within the Sewer Enterprise Fund to fully fund the Downtown Master Sewer Study Project; and
3. Accept and approve Design Consultant Agreement with AECOM Technical Services, Inc. ($149,500) for development of the Downtown Master Storm Drain Study.

STAFF RECOMMENDATION:

Staff recommends approval of each agreement and appropriation of funds.

BACKGROUND:

Contained within the FY 2018-2019 adopted Capital Improvement Budget are two projects: one for the Downtown Master Sewer Study and one for the Downtown Master Storm Drain Study. The downtown Bakersfield area contains the oldest sewer and storm drain infrastructure in the City. In order to develop capital improvement projects for upcoming fiscal years that will improve service in the downtown area, master studies must be completed for the sewer system and storm drain system.

The general scope of work for the Downtown Master Sewer Study includes a review of existing sewer plans in the downtown area, a field investigation to collect information on the existing sewer system, electronic modeling and analysis of the existing system to identify deficiencies and potential capital improvement projects, and delivery of a downtown master sewer study.

The general scope of work for the Downtown Master Storm Drain Study includes a review of existing storm drain plans in the downtown area, a field investigation to collect information on the existing storm drain system, including pump station information, electronic hydraulic modeling

and analysis of the existing system to identify deficiencies and potential capital improvement projects, and delivery of a downtown master storm drain study.

The City issued a request for qualifications/request for fee proposal (RFQ/RFP) for engineering design services for both the Downtown Master Sewer Study and Downtown Master Storm Drain Study in October, 2018. The RFQ/RFP required that the responding consultant have expertise in the design and analysis of large-scale sewer systems and/or large-scale storm drain systems. The following four firms responded to the RFQ/RFP:

Downtown Master Sewer Study:

- AECOM Technical Services, Inc. (AECOM) (Bakersfield, CA)
- Infrastructure Engineering Corporation (IEC) (Bakersfield, CA)
- Michael K. Nunley & Associates, Inc. (MKN) (Bakersfield, CA)

Downtown Master Storm Drain Study:

- AECOM Technical Services, Inc. (AECOM) (Bakersfield, CA)
- Dewalt Corporation (Bakersfield, CA)

Upon completing the review of the consultant's statements of qualifications (SOQ's), the City invited the top ranked firms to interview with the City and to prepare proposals. The following firms were invited to the interviews:

- AECOM;
- IEC; and
- MKN

Based on a review of their interviews, the selection committee, which consisted of staff from Public Works and Development Services, recommends the following firms be awarded the contracts based on their qualifications and fee proposals being most favorable to the City:

- Master Sewer Study - MKN & Associates
- Master Storm Drain Study - AECOM

Staff recommends approval of these agreements, as well as the appropriation of an additional $195,000 from the Sewer Enterprise Fund in order to fully fund the Downtown Master Sewer Study. The Downtown Master Storm Drain Study has adequate funding.

The award of these agreements will not have any General Fund impacts.

ATTACHMENTS:

	Description	Type
🗋	Design Consultant Agreement - MKN - Sewer	Agreement
🗋	Exhibit A.1.	Exhibit
🗋	Exhibit A.2.	Exhibit
🗋	Exhibit B	Exhibit
🗋	Design Consultant Agreement - AECOM- Storm	Agreement
🗋	Exhibit A.1.	Exhibit
🗋	Exhibit A.2.	Exhibit
🗋	Exhibit B	Exhibit

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 **MICHAEL K. NUNLEY & ASSOCIATES, INC.,** a *California Corporation* ("DESIGN CONSULTANT").

R E C I T A L S

WHEREAS, CITY is currently developing the **DOWNTOWN MASTER SEWER STUDY** (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, 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 **$ 334,055.00** 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 **$ 334,055.00** for performing the Scope of Work.

3. **TERM.** Unless terminated sooner as set forth herein, this Agreement shall terminate on **December 31, 2020**.

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 **December 31, 2019**.

7. **CONTRACT ADMINISTRATOR**.

CITY's Contract Administrator is:

Name: Navdip Grewal
City of Bakersfield
1600 Truxtun Avenue
Bakersfield, California 93301
Telephone: (661) 326-3361

DESIGN CONSULTANT's Project Manager shall be designated as:
Josh Nord
Michael K. Nunley & Associates, Inc.
1800 21st Street, Suite C
Bakersfield, CA 93301
Telephone: (661) 873-4262

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 licensees 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.

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: **MICHAEL K. NUNLEY & ASSOCIATES, INC.**
530 Paulding Circle, Suite B
Arroyo Grande, CA 93420

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 45-5504041
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"	"DESIGN CONSULTANT"
CITY OF BAKERSFIELD	**MICHAEL K. NUNLEY & ASSOCIATES, INC.**
By:_____	By:_____
KAREN GOH, Mayor	**MICHAEL K. NUNLEY** President/CEO

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By:_____
NICK FIDLER
Public Works Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
ANDREW HEGLUND
Deputy City Attorney

Insurance: _____

COUNTERSIGNED:

By:_____
NELSON SMITH
Finance Director

Attachments: **Exhibits A and B**

Request for Fee Proposal (RFP)
Downtown Master Sewer Study and/or
Downtown Master Storm Drain Study
Bakersfield, California

February 15, 2019

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 AND REQUIREMENTS

The City invites qualified firms to submit written proposals for providing DOWNTOWN MASTER SEWER STUDY and/or DOWNTOWN MASTER STORM DRAIN STUDY. The City plans to enter into an agreement with a qualified CONSULTANT, teamed with the appropriate sub-consultants, that have documented and extensive experience in producing a Sewer Master Study and/or a Storm Drain Master Study. That CONSULTANT shall be capable of providing all necessary services for the Scope of Work as described in this RFP. The City reserves the right to award separate contracts for each Master Study in the best interests of the City.

GENERAL PROJECT REQUIREMENTS FOR DOWNTOWN MASTER SEWER STUDY

1. CONSULTANT is to furnish flow meters and measure flows within the Downtown Boundary (described below). The flow meters will become the property of the City. CONSULTANT will discuss the type of flow meters to be provided with the City.
2. CONSULTANT will provide, as part of the project, CCTV of all sewer lines 8" or greater within the Downtown Boundary.
3. CONSULTANT will analyze flow and CCTV information and recommend repairs in a report format, along with an Engineer's Estimate.

GENERAL PROJECT REQUIREMENTS FOR DOWNTOWN MASTER STORM DRAIN STUDY

1. CONSULTANT will identify potential locations for the placement of retention/detention basins that will mitigate flooding within the Downtown Boundary.
2. CONSULTANT shall become familiar with the City's Storm Water Management Plan and make recommendations for any redevelopment within the Downtown Boundary.
3. CONSULTANT will recommend Low Impact Development practices so that all storm water systems that ultimately convey drainage to the river or a canal and shall include both source control Best Management Practices (BMPs) and structural treatment control BMPs.
4. CONSULTANT shall analyze flooding concerns at underpasses (H Street, Chester Avenue, Q Street) under BNSF Railroad.

For the purpose of this project, the following definitions shall apply:

OWNER is the Engineering Division of the Public Works Department. Engineering Division Staff will consist of both Design Engineering and Subdivisions Engineering of the City of Bakersfield.

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 and the County of Kern 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.

The City plans to enter into two separate agreements (one for the Downtown Master Sewer Study, and one for the Downtown Master Storm Drain Study) with a qualified CONSULTANT, teamed with the appropriate sub-consultants, if needed, that has documented and has extensive experience in the production of Master Studies. That CONSULTANT shall be capable of providing all necessary services for the Scope of Work as described in this RFP.

The CONSULTANT shall collect relevant information, produce system models, develop a Master Plan, and produce a prioritized CIP Project List with related engineering estimates for the Downtown Master Sewer Study and/or Downtown Master Storm Drain Study. All such work will be coordinated through the City's Project Managers.

SECTION 2. SERVICES TO BE PROVIDED BY THE CONSULTANT (SCOPE OF WORK)

Scope of Services for the Downtown Master Sewer Study

CONSULTANT shall provide services generally described as follows:

The CONSULTANT shall furnish all services as required in order to prepare a new comprehensive Downtown Master Sewer Study of the existing Downtown sewer system (sewer mains 8" or larger), as well as the conveyance from this area to City WWTP No. 2. The Downtown Bakersfield area is roughly described as the area between 38th Street on the North, California Avenue on the South, Union Avenue on the East, and F Street on the West. The goal of the study is to determine the service areas of the existing sewer system, the needs of the area, deficiencies of the system, and recommendations for improvements and mitigation that can be incorporated into the City's Capital Improvement Program. CONSULTANTS should assume that research and collection of relevant City data (CCTV, GIS, survey, etc.) is to be completed by CONSULTANT staff, as necessary. The CONSULTANT is encouraged to proposed modifications to the individual tasks or the entire scope of services if the CONSULTANT can demonstrate innovative, advanced and well thought-out methodologies that the City may not have specifically identified in the scope of services. These proposed additional modifications shall be identified as optional items and priced-out separately in the CONSULTANT'S proposal.

The scope of services shall include the following:

A. Master Sewer Plan

1. Review scope of services with City Staff and review relevant studies including, but not limited to, the existing sewer master plans and the City's General Plan.
2. Review all existing CCTV investigation information and coordinate use in the new Downtown Master Sewer Study, including all manhole numbering, pipe diameter, pipe type, length, etc.
3. Meet with City Staff to review development plans and all relevant studies.
4. Review City Capital Improvement Project records to identify recent improvement constructed.
5. Review City Wastewater data, maintenance records, and meet with City staff to identify areas of concern regarding sewer mains (both gravity and force) and pump stations.
6. Prepare a description and general inventory of the sewer system based on review of plans, reports, studies, and field inspections.
7. Evaluate existing sewer collection system to determine areas of deficiency including proper head pressure and cavitation at lift stations.

8. Determine system requirements to accommodate future flows based on design criteria developed through review of water use records, flow monitoring data, and wastewater flow projections.
9. Prepare a list of recommended system improvement projects including recommendations to reduce infiltration and inflow into the system.
10. Provide a breakdown of costs associated with upgrades to serve existing conditions and costs associated with accommodating future development.

B. Field Investigations

1. Inspect all pump stations; inventory capabilities of each facility; collect relevant as-built plans, maintenance records, pump curves, and run logs.
2. Inspect conditions of all system manholes to determine conditions, coordinate numbering, and prioritize the repair needs.
3. Provide all manhole inverts and rim elevations.
4. Collect CCTV information for the Master Plan production.
5. Set flow meters, as appropriate, to determine average flow rates and patterns throughout the City, including in/out of all pump stations. Meters should be strategically located to assist in the review/identification of average flow rates for residential, commercial, hotel/motel, and apartment land uses. Meter locations and methodology must be reviewed and approved by the City.

C. Sewer Model/Sewage Generation Rate

1. Using flow data collected in the Field Investigations, create a flow model of City wastewater facilities. For all wastewater pipes (8" and larger), model existing flow rates, existing remaining capacity, flow depth to diameter ratios (D/d), and existing velocities for average dry and wet weather flows, as well as peak dry and wet weather flows. Manholes and pipe segments should be identified according to City-specified naming convention. CONSULTANT should assume all pump stations are running simultaneously unless otherwise specified by the City.
2. Identify locations in the sewer system that have capacity constraints under peak wet weather flow based on the following desired performance criteria.
3. Using flow data collected in Field Investigations, review and recommend sewage generations rates for residential, commercial, hotel/motel, and apartment land uses.
4. CONSULTANT shall provide the City with a compatible GIS layer based on the CONSULTANT'S sewer model that includes, but is not limited to, all of the following:
    a. Manhole and pipe segment identification numbers in accordance with City-specified naming convention, manhole invert elevation for all pipes and rim elevation;
    b. Pipe size and material;
    c. Pipe flow estimates for peak dry and wet weather flows, resulting D/d ratios, and available capacity based on City-specified D/d ratios; and
    d. Links to any available video inspection or meter data collected as part of Field Investigations.

D. Sewer Capital Improvement Program

Using data collected during research and Field Investigations, create a Sewer Capital Improvement Program Project List, recommending improvements necessary to maintain a desired level of service for the City's wastewater assets, such as main lines, manholes, and pump stations. The CIP Project List should include the following:

1. Condition Assessment
    a. Identify the condition, useful life, and value of the existing sewer collection system assets.
    b. Establish the asset values and recommend year-to-year replacement costs of aging infrastructure. The remaining useful life of assets shall be assessed by the CONSULTANT using projected-useful-life tables, decay curves, or recent condition assessment studies.

2. Recommended Improvements
    a. Identify improvements (or improvement programs, such as regularly scheduled condition monitoring programs) necessary to meet the City's desired level of service.
    b. Create prioritization criteria to utilize when prioritizing recommended improvements. Criteria should account for:
        i. How critical the facility is to system operations (i.e., ramifications of failure).
        ii. Cost of facility failure (including social and environmental costs, in addition to specific cost of repairs).
        iii. Probability of failure based on condition of facility.
    c. Estimate design and construction costs associated with all recommended improvements or improvement programs.
    d. Create a prioritized list of recommended improvements and improvement programs through 2050 with a detailed focus on near term critical improvements through 2025.

Scope of Services for the Downtown Master Storm Drain Study

CONSULTANT shall provide services generally described as follows:

The CONSULTANT shall furnish all services as required to prepare a new comprehensive Downtown Master Storm Drain Study of the existing Downtown storm drain system. The plan will also address old circle culverts and include options for connecting them to the storm drain system. The Downtown Bakersfield area is roughly described as the area between 38th Street to the north, California Avenue to the south, Union Avenue to the east, and F Street to the west. The goal of the study is to update the original Downtown Storm Drain Master Plan with the improvements that have been completed since the last study, and to make improvement recommendations for the City's Capital Improvement Program. CONSULTANTS should assume that research and collection of relevant City data (CCTV, GIS, survey, etc.) is to be completed by CONSULTANT staff, as necessary. The CONSULTANT is encouraged to proposed modifications to the individual tasks or the entire scope of services if the CONSULTANT can demonstrate innovative, advanced and well thought-out methodologies that the City may not have specifically identified in the scope of services. These proposed additional modifications shall be identified as optional items and priced-out separately in the CONSULTANT'S proposal.

The scope of services shall include the following:

A. Master Storm Drain Plan – System Capacity

1. Review scope of services with City Staff and review relevant studies including, but not limited to, the existing storm drain master plans and the City's General Plan.
2. Review all existing CCTV investigation information and coordinate use in the new Downtown Master Storm Drain Study, including all manhole numbering, inlet numbering, inlet type, pipe diameter, pipe type, length, etc.
3. Meet with City Staff to review development plans and all relevant studies.

4. Review City Capital Improvement Project records to identify recent improvements that have been constructed since the last Master Storm Drain Study.
5. Review City storm drain system data, including the underground pipe network, maintenance records, flood control channels, and determine the capacity of the individual system components, and meet with City staff to identify areas of concern with regard to flooding.
6. Determine current and future storm drain system capacity requirements for a 20-year planning period using existing and proposed land use patterns within the City. Population and development patterns shall be investigated for the present day and future growth.
7. Prepare a description and general inventory of the storm drain system based on review of plans, reports, studies, and field inspections.
8. Evaluate existing storm drain collection system to determine areas of deficiency including flooding, storm drain lift station capacity, and detention/retention basin capacity.
9. Provide a breakdown of costs associated with upgrades to serve existing conditions and costs associated with accommodating future development.

B. Field Investigations

1. Inspect all pump stations; inventory capabilities of each facility; collect relevant as-built plans, maintenance records, pump curves, and run logs.
2. Inspect conditions of all system manholes, catch basins, detention/retention basins, etc. to determine conditions, coordinate numbering, and prioritize the repair/rehabilitation needs.
3. Provide all manhole inverts and rim elevations.
4. Collect CCTV information for the Master Plan production.
5. The complete street network shall be field walked to identify drainage problems to include in the Downtown Master Storm Drain Study, and to provide recommendations.

C. Storm Drain Model

1. Review existing criteria used for design of drainage improvements (e.g., design storm interval, method of runoff computation, minimum pipe size, pipeline materials, etc.), and if needed, suggest drainage improvement criteria to meet the City's desired level of service.
2. Develop a standard policy for s simple on-site detention system to be used in the construction of private development projects where additional runoff from the development would overload the City's storm drain system.
3. Using data collected in the Field Investigations, create a flow model of the City's Downtown storm drain system. For all storm drain lines, model multiple design storm intervals, system capacity, and hydrographs for detention/retention basins. Manholes and pipe segments should be identified according to City-specified naming convention. CONSULTANT should assume all pump stations are running simultaneously unless otherwise specified by the City.
4. Identify locations in the storm drain system that have capacity constraints and locations where flooding is an issue. Meet with City staff to identify any other areas where flooding has historically been an issue and incorporate those locations into analysis.
5. Using data collected in Field Investigations, review and recommend storm drain system improvements.
6. CONSULTANT shall provide the City with a compatible GIS layer based on the CONSULTANT'S storm drain model that includes, but is not limited to, all of the following:
    a. Manhole, catch basin, and pipe segment identification numbers in accordance with City-

specified naming convention, manhole invert elevation for all pipes and rim elevation;

b. Pipe size and material;

c. Catch basin size and type;

d. Pipe flow estimates for various design storm intervals, available capacity, and hydrographs for multiple design storm intervals; and

e. Links to any available video inspection collected as part of Field Investigations.

D. Storm Drain Capital Improvement Program

Using data collected during research and Field Investigations, create a Storm Drain Capital Improvement Program Project List, recommending improvements necessary to maintain a desired level of service for the City's storm drain facilities (such as main lines, manholes, catch basins, detention/retention basins, and pump stations), and to mitigate flooding in areas identified as observed or susceptible to flooding. The CIP Project List should include the following:

1. Condition Assessment

   a. Identify the condition, useful life, and value of the existing storm drain collection system assets.

   b. Establish the asset values and recommend year-to-year replacement costs of aging infrastructure. The remaining useful life of assets shall be assessed by the CONSULTANT using projected-useful-life tables, decay curves, or recent condition assessment studies.

2. Recommended Improvements

   a. Identify improvements (or improvement programs, such as regularly scheduled condition monitoring programs) necessary to meet the City's desired level of service.

   b. Create prioritization criteria to utilize when prioritizing recommended improvements. Criteria should account for:

      i. How critical the facility is to system operations (i.e., ramifications of failure).

      ii. Cost of facility failure and/or flooding (including social and environmental costs, in addition to specific cost of repairs).

      iii. Probability of failure and/or flooding based on condition of facility.

   c. Estimate design and construction costs associated with all recommended improvements or improvement programs.

Create a prioritized list of recommended improvements and improvement programs through 2050 with a detailed focus on near term critical improvements through 2025.

Selected CONSULTANT(s) will be expected to carefully control costs and resources, and complete assigned work on schedule for the Downtown Master Sewer Plan and/or Downtown Master Storm Drain Plan. The CONSULTANT(s) shall assign a project manager who will act as the City's primary contact and will be entirely responsible for the work performed (including sub-consultant work, if applicable). To ensure the project remains on track, the CONSULTANT(s) shall provide an anticipated work schedule, as well as progress reports to the City's project manager at proposed regular intervals.

CONSULTANT shall not commence work on subsequent phases or tasks of work until the 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. ITEMS AND SERVICES TO BE PROVIDED BY THE CITY OF BAKERSFIELD

The City will provide a general description of the project site, its location and boundaries.

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.

SECTION 4. PROJECT TIME SCHEDULE.

The CONSULTANT shall execute its work in a timely manner in order to complete the master studies within the specified time frame for the project. The CONSULTANT should expect to deliver the Downtown Master Sewer Study and/or Downtown Master Storm Drain Study by September 30, 2019.

SECTION 5. PROJECT FEE PROPOSAL.

All firms being interviewed shall submit a fee proposal based on the Scope of Work described in this RFP. For the Downtown Master Sewer Study, CONSULTANT shall break up cost proposal into three phases for purpose of compensation, but overall project is Total Compensation (Time & Material, Not To Exceed). The fee proposal shall be itemized for the following phases of the project and shall be of the type indicated:

1. Sewer– Field Investigation;
2. Sewer– Sewer System Modeling;
3. Sewer – Downtown Master Sewer Study

The Fee Proposal shall be a Time & Material, Not To Exceed for the Sewer – Field Investigation; Sewer – Sewer System Modeling; and Sewer – Downtown Master Sewer Study. The overall Project is Total Compensation (Time & Material, Not To Exceed).

For the Downtown Master Storm Drain Study, CONSULTANT shall break up cost proposal into three phases for purpose of compensation, but overall project is Total Compensation (Time & Material, Not To Exceed). The fee proposal shall be itemized for the following phases of the project and shall be of the type indicated:

1. Storm – Field Investigation;
2. Storm – Storm Drain System Modeling;
3. Storm – Downtown Master Storm Drain Study

The Fee Proposal shall be a Time & Material, Not To Exceed for the Storm – Field Investigation; Storm – Storm Drain System Modeling; and Storm – Downtown Master Storm Drain Study. The overall Project is Total Compensation (Time & Material, Not To Exceed).

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 at the conclusion of each Phase in accordance with the CONSULTANT'S fee proposal which is submitted in response to this RFP.

SECTION 6. SELECTION OF CONSULTANT

After interviewing the firms, the City will select a CONSULTANT for the project. The City will enter into an agreement with one CONSULTANT for the Downtown Master Sewer Study and an agreement with one CONSULTANT for the Downtown Master Storm Drain Study. Should the same CONSULTANT be selected for both Downtown Master Studies, the City will enter into a single agreement with that CONSULTANT. 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 7. SOLICITATION CAVEAT

The PROPOSER and its subconsultants understand and agree that the City of Bakersfield shall have no financial responsibility for any costs incurred by the PROPOSER and its subconsultants in responding to this Request for Qualifications and shall not be liable for any PROPOSER or its subconsultants costs attributed to their own study and investigation or design of a specific project until 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 Request for Qualifications after three days' notice to all prospective PROPOSERS.

SECTION 8. CONTACTS AT THE CITY OF BAKERSFIELD

All questions concerning the project, the submittal of a Fee Proposal, the City's review and evaluation of the Fee Proposals, and the City's selection of a consultant for this project should be submitted in writing and directed to:

Navdip Grewal, Civil Engineer IV - Design Engineering
Public Works Department, City of Bakersfield
Second Floor, City Hall Annex
1501 Truxtun Avenue
Bakersfield, CA 93301
Fax: 661-852-2120
e-mail: ngrewal@bakersfieldcity.us

SECTION 9. ATTACHMENTS TO THIS RFP

The following documents are attachments to this RFP:

- Attachment RFp-1, "Downtown Bakersfield Study Area Map"

Request for Qualifications (RFQ)
Downtown Master Sewer Study and/or Downtown Master Storm Drain Study
Bakersfield, California

October 26, 2018

Firms wishing to be considered for this project should thoroughly read this RFQ. Information required to be provided in a Statement of Qualifications (SOQ) is detailed in Section 6. Firms submitting an SOQ must do so in accordance with the requirements of Section 7. As required by Section 10, a signed copy of the enclosed sample agreement must be submitted with an SOQ.

SECTION 1. GENERAL PROJECT DESCRIPTION AND REQUIREMENTS

The City plans to enter into an agreement(s) with one or more design firms for the preparation of a Downtown Master Sewer Study and/or Downtown Master Storm Drain Study. The design firm shall include appropriate sub-consultants, have documented experience in preparing studies of comparable sizes and complexity, and be capable of providing all necessary services for the Scope of Work as described in this RFQ. The CONSULTANT's team members working on this project shall be qualified professional staff and shall have the necessary experience, expertise and licenses to complete the project and satisfy all the requirements as described in the RFQ.

For the purpose of this project, the following definitions shall apply:

OWNER is the Engineering Division of the Public Works Department. Engineering Division Staff will consist of both Design Engineering and Subdivisions Engineering of the City of Bakersfield.

PROPOSER is a firm which submits a Statement of Qualifications in response to this RFQ.

CONSULTANT is the firm hired by the City to provide the services described in this RFQ.

LOCAL REGULATORY AGENCY refers to all Sections, Divisions, and Departments of the City of Bakersfield and the County of Kern 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)

CONSULTANT shall provide services generally described as follows:

The Scope of Work for the Downtown Master Sewer Study involves providing a comprehensive report and mapping (CCTV, GIS, survey, etc.) of the existing sewer system (sewer mains 8" or larger) in the Downtown Bakersfield area, as well as the conveyance from this area to City WWTP No. 2. The Downtown Bakersfield area is roughly described as the area between 38th Street to the north, California Avenue to the south, Union Avenue to the east, and F Street to the west. The goal of the study is to determine the service areas of the existing sewer system, the needs of the area, and deficiencies of the system, as well as recommendations for improvements and mitigation that can be incorporated into the City's Capital Improvement Program. The CONSULTANT should assume that research and collection of relevant City Data is to be completed by CONSULTANT staff as necessary. The CONSULTANT is encouraged to propose modifications to the individual tasks for entire scope of services if it can demonstrate innovative, advanced, and well though-out methodologies that the City may not have specifically identified in the scope of services. These proposed additional modifications shall be identified as optional items and priced out separately, which shall be part of the Request for Proposals

(RFP) phase, should a Proposer be invited to interview with the City. Proposals shall not be part of the RFQ/SOQ process (Step 1).

The Scope of Work for the Downtown Master Storm Drain Plan involves review of the existing storm drain capacity, verification via field inspection (CCTV, GIS, survey, etc.), the condition of the existing system, identification of drainage problems and possible solutions. The plan will also address old circle culverts and include options for connecting them to the storm drain collection system. The Downtown Bakersfield area is roughly described as the area between 38th Street to the north, California Avenue to the south, Union Avenue to the east, and F Street to the west. The goal of the study is to update the original Downtown Storm Drain Master Plan with the improvements that have been completed since the last study, and to make improvement recommendations for the City's Capital Improvement Program. The CONSULTANT should assume that research and collection of relevant City Data is to be completed by CONSULTANT staff as necessary. The CONSULTANT is encouraged to propose modifications to the individual tasks for entire scope of services if it can demonstrate innovative, advanced, and well though-out methodologies that the City may not have specifically identified in the scope of services. These proposed additional modifications shall be identified as optional items and priced out separately, which shall be part of the Request for Proposals (RFP) phase, should a Proposer be invited to interview with the City. Proposals shall not be part of the RFQ/SOQ process (Step 1).

Selected CONSULTANT(S) will be expected to carefully control costs and resources, and complete assigned work on schedule for the Downtown Master Sewer Plan and/or Downtown Master Storm Drain Plan. The CONSULTANT(S) shall assign a project manager who will act as the City's primary contact and will be entirely responsible for the work performed (including sub-consultant work, if applicable). To ensure the project remains on track, the CONSULTANT(S) shall provide an anticipated work schedule, as well as progress reports to the City's project manager at proposed regular intervals. A more definitive Scope of Work for the Downtown Master Sewer Plan and the Downtown Master Storm Drain Plan will be included in the Request For Proposals (RFP).

CONSULTANT shall not commence work on subsequent phases or tasks of work until OWNER 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. ITEMS AND SERVICES TO BE PROVIDED BY THE CITY OF BAKERSFIELD

The City will provide a general description of the project site, its location and boundaries.

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.

SECTION 4. PROJECT TIME SCHEDULE.

The CONSULTANT shall execute its work in a timely manner in order to complete the master studies within the specified time frame for the project. The CONSULTANT should expect to deliver the Downtown Master Sewer Study and/or Downtown Master Storm Drain Study by June 30, 2019.

A more definitive time schedule will be included in the subsequently issued RFP.

SECTION 5. CONSULTANT'S TEAM

The CONSULTANT shall assign a qualified, design professional as Project Manager to direct and oversee the CONSULTANT's work on all phases of this project. The CONSULTANT's staff working on this project shall be qualified professional staff and shall have the necessary experience, expertise and licenses to complete the project design and satisfy all the requirements as described in this RFQ. At a minimum, the CONSULTANT's team shall include the following:

A design professional acting as Project Manager as defined above;

A professional designer who holds a Civil Engineer license issued by the State of California, and has extensive experience in similar master studies; and

All other professionals as necessary to complete the CONSULTANT's Scope of Work for this project. Those other professionals shall also hold current licenses issued by the State of California.

SECTION 6. STATEMENT OF QUALIFICATIONS

All interested firms (PROPOSER's) shall submit a Statement of Qualifications (SOQ) which shall contain at a minimum the following information:

1. A statement of PROPOSER's management principles, procedures and how they will be applied to this project in regards to:

   Development of a project design schedule and adhering to that schedule;

   Establishment of a cooperative relationship with the City, any other consultants hired by the City and the City's construction contractor; and

   Complete and successful performance of all tasks assigned to the CONSULTANT.

2. Name and relevant experience of PROPOSER's principals who will be responsible for the project.

3. Name and relevant experience of PROPOSER's key personnel who will work on the project.

4. A list of all current projects, including the amount of PROPOSER's resources allocated to those projects and the completion date of PROPOSER's work at that level of allocation. The list of current projects shall be shown as a percentage based to show amount of allocation. A similar list shall be provided for each of PROPOSER's subconsultants.

5. A list of comparable projects on which PROPOSER has been involved during the past five years. The list should include at least four different clients and should provide the following information for each project:

   Project title, location and description including size of the project;
   Nature of PROPOSER's responsibility;
   Start and end dates of PROPOSER's involvement in the project;
   Names of PROPOSER's key personnel involved in the project;
   Total dollar amount of PROPOSER's contract;
   Name, address and phone number of the project owner;
   Name and address of PROPOSER's client if different from the project owner; and
   Name and phone number of contact person at PROPOSER's client's office.

6. A statement of PROPOSER's approach in designing a project within the allocated time schedule and project budget. Include examples of how this approach was proven effective in past projects for the City or other governmental agencies.

7. A statement of why PROPOSER believes it should be selected for this project.

8. A list of all subconsultants that PROPOSER will be utilizing on this project. This list shall include the following information for each proposed subconsultant:

   Name, address, and phone number for subconsultant's office that will be performing work on the project;

   Name and relevant experience for subconsultant's key employees that will be working on this project;

   Description of work that the subconsultant will perform on the project; and

   A list of all current projects, including the amount of the subconsultant's resources allocated to those projects and the completion date of subconsultant's work at that level of allocation.

   If the PROPOSER has multiple offices and proposes to utilize staff from multiple offices for this project, then the following shall apply in regards to this listing of subconsultants: The office submitting an SOQ for PROPOSER shall be considered the CONSULTANT. All other offices of PROPOSER shall be considered subconsultants and shall be included in the subconsultants listing.

9. A list of PROPOSER's claims history since January 1, 2014:

   9.1. A list of all claims, demands for arbitration and/or law suits filed by PROPOSER, predecessor companies or company officers against project owners or their agents. This list shall include the following information for each claim:

   Name of project owner;
   Project completion date;
   Basis for claim;
   Claim or suit amount;
   Current status; and
   Award or settlement amount.

   9.2. A list of all claims, demands for arbitration and/or law suits filed by project owners, their agents or subconsultants against PROPOSER, predecessor companies, its agents or bonding company in connection with PROPOSER, its officers, its agents or bonding company. This list shall include the following information for each claim:

   Name of project owner;
   Project completion date;
   Basis for claim;
   Claim or suit amount;
   Current status; and
   Award or settlement amount.

10. A statement of PROPOSER's current insurance coverage signed by a company official. The City requires a minimum of One Million Dollars ($1,000,000) Professional Liability Insurance, Automobile Liability Insurance, General Liability Insurance, and Workers' Compensation Insurance. If the current coverage does not meet the City's minimum requirements, a statement of PROPOSER's ability and intent to obtain the required coverage must be included. Do not submit a certificate of insurance in lieu of this statement.

SECTION 7. SUBMITTAL OF STATEMENT OF QUALIFICATIONS

Firms responding to this RFQ must include the following items in their submittal package:

1. Five (5) copies of PROPOSER's SOQ;
2. One copy of the completed "General Information Sheet" (Attachment RFQ-1) signed by a company official; and
3. One signed copy of the Draft Design Consultant Agreement for this project (refer to Section 10, "CONTRACT DOCUMENTS", of this RFQ).
4. A statement indicating that the PROPOSER is submitting an SOQ for the Downtown Master Sewer Plan or the Downtown Master Storm Drain Plan, or if the PROPOSER is submitting an SOQ for both Downtown Master Plans.

The submittal items must be placed into a sealed envelope bearing PROPOSER's name and the words

"Statement of Qualifications for
Downtown Master Sewer Study and/or Downtown Master Storm Drain Study
Bakersfield, California".

Before the date and time stated in the Notice to Design Firms, the submittal package must be delivered to:

Navdip Grewal, Civil Engineer IV – Design Engineering
Public Works Department, City of Bakersfield
Second Floor, City Hall Annex
1501 Truxtun Avenue,
Bakersfield, California, 93301.

The City assumes no responsibility for non-receipt of submittal packages due to any delay, including, but not limited to, carrier delay. It is the PROPOSER's responsibility to meet the deadline stated above.

Submittals which do not contain the required number of copies and all the information requested in this RFQ may be considered non-responsive and rejected without evaluation.

Submittals received after the deadline or at the wrong location will be considered non-responsive. Copies sent via facsimile, e-mail or any other electronic format will not be accepted.

SECTION 8. SELECTION OF CONSULTANT

Firms submitting a Statement of Qualifications (SOQ) for this project must provide in their submittal, verifiable evidence demonstrating that they have considerable current and past experience in providing the services necessary for this project, as described in the "General Project Description" and Requirements section and "Services to Be Provided by the CONSULTANT (Scope of Work)" section of this RFQ.

The City will evaluate the PROPOSERs based on the following items:

1. The information contained in PROPOSER's SOQ submitted in response to this RFQ. The City's evaluation of this information will be based, at least in part, on the requirements for the SOQ set forth elsewhere in this RFQ.
2. PROPOSER's ability to understand the project requirements as it may be revealed in their proposed method and procedure of study, goals and objectives, and their approach to the project.
3. Comments received from the City's reference checks.
4. PROPOSER's submittal and subjective statements.

Firms may submit one (1) SOQ for both the Downtown Master Sewer Study and the Downtown Master

Storm Drain Study. Firms have the option of submitting on just one of the studies, as long as they clearly define that their intent is to submit a SOQ for just one of the studies or both of the studies. The City reserves the right to award the contract for each study to separate firms as well as awarding the contracts for both studies to one firm.

After reviewing the SOQ's submitted by interested firms, the City will develop a "short list" of firms to be invited to an interview and to prepare a fee proposal. The City anticipates that interviews of the "short listed" firms will occur within six weeks after submittal of SOQ's. Upon completion of the interviews, the "short listed" firms will be ranked by qualifications. Then an evaluation of the fee proposals submitted at the interviews will be used as secondary consideration in selecting a CONSULTANT for the project.

The submission of a fee proposal shall be conclusive evidence that the PROPOSER and its subconsultants have investigated and satisfied themselves as to the conditions to be encountered, the character, quality and scope of work to be performed, and any municipal and ordinance requirements of the City of Bakersfield.

SECTION 9. SOLICITATION CAVEAT

The PROPOSER and its subconsultants understand and agree that the City of Bakersfield shall have no financial responsibility for any costs incurred by the PROPOSER and its subconsultants in responding to this Request for Qualifications and shall not be liable for any PROPOSER or its subconsultants costs attributed to their own study and investigation or design of a specific project until 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 Request for Qualifications after three days' notice to all prospective PROPOSERS.

SECTION 10. CONTRACT DOCUMENTS

A sample copy of the City's DESIGN CONSULTANT CONTRACT is included with this RFQ as Attachment RFQ-2. Please review the agreement carefully. This is the contract the CONSULTANT will be expected to execute without alteration. If any changes are desired, the firm must submit a copy of the requested modifications to the City for approval at least ten (10) calendar days prior to the date that SOQs are due. If approved, the City will then issue the changes to all prospective PROPOSERs prior to the due date.

As part of its submittal package, an officer of the firm must sign and return a copy of the sample agreement. The signature indicates that the firm accepts the clauses of the contract, including the indemnity clause, as stated in the enclosed sample copy of the City's agreement and any modifications thereto issued by the City during this solicitation of SOQs.

An "Acknowledgment Line" which reads as the following will be found below the signature line of the draft agreement. The officer must review the sample agreement carefully prior to signing the draft agreement.

> "PROPOSER's ACKNOWLEDGEMENT: "I have received and reviewed the sample DESIGN CONSULTANT'S AGREEMENT CONTRACT including the INDEMNITY clause which was sent to me with the City's RFQ. My signature below shall signify our firm's acceptance of said contract if our firm is selected for awarding a contract for the project as described in said RFQ. This acceptance is made with the understanding that the "Compensation" and "Time for Completion" clauses will be modified to contain the amounts and dates established for this contract."

The Consultant shall not be allowed to alter or negotiate contract language after the submittal of Consultant's Statement of Qualifications. Failure to execute the contract without alteration may result in the rejection of the Consultant's proposal and the retaining of a different consultant by the City.

At the time of contract execution, the Consultant will be required to provide evidence of insurance coverage (Certificates of Insurance) as specified in the agreement.

SECTION 11. CONTACTS AT THE CITY OF BAKERSFIELD

All questions concerning the project, the submittal of a Statement of Qualifications, the City's review and evaluation of the SOQ's, and the City's selection of a consultant for this project should be submitted in writing and directed to:

Navdip Grewal, Civil Engineer IV - Design Engineering
Public Works Department, City of Bakersfield
Second Floor, City Hall Annex
1501 Truxtun Avenue
Bakersfield, CA 93301
Fax: 661-852-2120
e-mail: ngrewal@bakersfieldcity.us

SECTION 12. ATTACHMENTS TO THIS RFQ

The following documents are attachments to this RFQ:

- Attachment RFQ-1, "General Information Sheet"
- Attachment RFQ-2, "Sample Design Consultant Agreement"

MKN & Associates, Inc.
P O Box 1230
Bakersfield CA 93302
661 203 3291

May 3, 2019

Navdip Grewal, PE - Engineer IV- Design Engineering
Public Works Department, City of Bakersfield
1501 Truxtun Avenue
Bakersfield, CA 93301

RE: Fee Proposal - Downtown Master Sewer Study, Bakersfield, California

Dear Navdip,

The following describes our understanding of the project and scope of work and outlines the proposed project tasks associated with developing the Downtown Master Sewer Study (Sewer Study). The project team will consist of MKN as the prime consultant responsible for updating the City's GIS mapping within the downtown area, limited field investigations and evaluations, preparation of the hydraulic modeling, and development of the recommended sewer capital improvement projects. MKN will engage the services of two specialty subconsultants to perform field surveying (Cornerstone Engineering, Inc.) and flow monitoring (ADS Environmental Services).

PROJECT UNDERSTANDING

MKN understands the goal of the Sewer Study is to develop a comprehensive collection system evaluation report (including mapping) of the existing sewer collection system within the Downtown Bakersfield area (Study Area) in support of the Downtown Vision Plan and other potential future development within the Study Area. In developing the Sewer Study, MKN will identify the following:

- Limits and characteristics of the existing downtown service area (acreage, land use, existing and future flow conditions)
- Description of the collection system based on available existing information (City GIS data, existing CCTV records, maintenance records, flow monitoring data, and as-built plan information) and newly acquired project data (manhole locations via GPS field survey)
- Physical condition of the infrastructure (manhole investigation)
- Hydraulic capacity of the infrastructure (flow monitoring and new model development)

Based on both available and newly developed information, MKN will determine the needs of the downtown service area, identify existing and future flow condition system deficiencies, and develop the recommended collection system improvements for the downtown service area, which the City would incorporate into the Capital Improvement Program. Said improvements may consist of collection system component repair/rehabilitation (e.g., manhole lining or lift station pump replacement), new pipelines, and/or pipeline upsizing.

In preparation of this scope of services, MKN reviewed the City's available sewer collection GIS to determine the number of existing collection system facilities (for pipelines 10-inch and larger) located within the Study Area. These facilities include the following:

Downtown Area:

- Collection system pipelines
  - 25 miles including 684 pipe segments of the following:
    - 10-inch to 12-inch pipeline (7 miles)
    - 14 to 18-inch pipeline (9 miles)
    - 20 to 27-inch pipeline (5 miles)
    - 30-inch to 36-inch pipeline (4 miles)
- Collection system manholes (SSMHs)
  - 450
- Pump Stations
  - 19th Street (LS-01)
  - 24th and Oak (LS-02)
  - Bailey (LS-06)
  - Bank (LS-09)
  - Convention Center (LS-16)
  - Mill Creek (LS-31)
  - Police Department (LS-40)

SCOPE OF WORK

Based on the requirements of the RFP, our review of existing information, our scoping meeting with City staff, and our significant history of preparing similar master study / master plans, MKN proposes to complete the following four (4) main task groups as part of the Sewer Study:

- Task Group 100 – Information Review
- Task Group 200 – Field Investigation
- Task Group 300 – Sewer System Modeling
- Task Group 400 – Downtown Master Sewer Study

Within these four (4) main task groups, MKN has identified the main elements requested by the City. In addition, MKN has identified optional / follow-on tasks that may be beneficial to the overall study. However, it is currently recommended that the main task groups proceed and during the execution of these tasks, it will become clear if the additional tasks are justified.

Task Group 100 – Information Review

For the Sewer Study, MKN will review and document relevant existing information from the following sources, as made available by the City:

Future Development Review and Projections

- Approved City General Plan
- Approved Development Plans
- Downtown Vision Plan

Condition Assessment

- Maintenance records
- Existing CCTV investigation information
- Flow monitoring data

Sewer System Evaluation

- Locations of historical sanitary sewer overflow (SSO) events
- Previous sewer master plans
- WWTP No. 2 daily influent data
- Capital Improvement Project records to identify recent improvements constructed
- Lift station pump curves and as-built plans and specifications
- Lift station pump run times
- Asbuilt plans
- Historical water usage data for the Study Area (provided by Cal-Water)

A list of information required for completing this project will be submitted to the City prior to attending the Kickoff meeting.

Task Group 200 - Field Investigation

A comprehensive field investigation effort will be required to gather the information necessary to prepare the evaluations, modeling, and summary report. The following six (6) tasks are proposed to be completed as part of this task group:

Task 201 Inspection of pump stations

The pump station field inspection will focus on the five (5) facilities located within the Study Area. It is our understanding that the 24th and Oak (LS-02) and Bailey (LS-06) pump stations have been rehabilitated and will not require condition assessment. However, the pumping capacities of these rehabilitated facilities will be included in the new hydraulic model.

MKN will visit the City's pump stations to complete a visual inspection (including video and digital photos) to confirm and supplement as-built information and document existing condition and deficiencies. The evaluation will include visual inspection of the wet well, piping, valves to document existing and potential deficiencies and provide recommendations for improvements. The field assessments will include

discussions with City staff with respect to operational issues, age of facilities, and Staff-identified deficiencies/requested improvements.

Assessment of the pump stations will include the following:

- General properties – location, orientation, etc.
- Condition of coatings and/or surfaces of structure
- Condition of ferrous structures including ladders, hatches, etc.
- Signs of cracking or structural distress
- Safety compliance
- Flood resilience
- Backup power provisions (including on-site generators and/or connections for a portable generator)
- Evidence of wetwell corrosion including exposed rebar or delamination, which typically occur near the top of the wetwell
- Failure of pipe or mechanical system coatings
- Operations and maintenance
- Bypassing provisions

MKN has developed a visual inspection checklist that will be used to document observations at each of the pump stations. The form includes information such as date, name, location, orientation, surrounding conditions, observations, etc. The visual inspection forms will be key to the condition assessment tasks defined below

Additional hydraulic analysis of these facilities will be completed in conjunction with the collection system hydraulic modeling efforts defined below in Task Group 300. For the hydraulic analysis, MKN will evaluate the ability of the pump stations to convey peak flow conditions, wet well capacity versus pump cycle, ability to convey peak flows during power outage, and force main velocities under existing and future flows.

Task 202 Survey of SSMHs

Since the City has an existing GIS for the sewer collection system, MKN recommends enhancing the quality and accuracy of the existing mapping through as-built plan research and a focused GPS field survey. The Study Area collection system evaluation will focus only on pipelines 10-inch and larger and the associated structures (i.e., sanitary sewer manholes SSMHs). Based on our preliminary review of the existing GIS mapping, there would be approximately 450 sewer manholes (SSMHs) serving the Study Area located along 10-inch and larger pipelines.

MKN will work with our subconsultant (Cornerstone Engineering) to complete a GPS field survey of approximately 450 sewer manholes within the Study Area. Information acquired during the manhole GPS field survey will include the following:

- Northing and easting
- Manhole depth
- Rim and pipe invert elevations
- Digital photo of the manhole lid and interior

This information will be imported into the project GIS database and used for developing the Study Area hydraulic model. The revised collection system mapping would be used to direct both the condition and hydraulic capacity assessments. MKN will integrate the field collected GPS data into the existing City GIS mapping.

Task 203 Inspect SSMHs

The SSMH inspection task will consist of a pre-investigation review and a field evaluation. The digital photos collected during the field survey will be used to complete a preliminary condition assessment of the surveyed manholes. MKN will identify the following information from the photos and integrate in the GIS:

- Wall Material (brick, concrete, etc.)
- Manhole Type (standard, drop, etc.)
- Lined (yes/no)
- Condition of flow channel

The photographs gathered during the field survey task will also be used to prepare a pre-investigation target list that identifies target SSMHs for field inspection. The recommended SSMH locations will be reviewed with City staff to ensure that SSMHs with known issues are captured in the target list. It is anticipated that 10% (or 45 SSMHs) will be identified for field investigation.

Once the target list is finalized, MKN personnel will locate, expose, observe, log conditions, photograph and video document, and close each of the target manholes in the Study Area. Each manhole will be identified by number (based on the City's numbering convention if available) and inspection records will be tied to the numbering convention. MKN will perform a visual assessment and limited physical probing (scratch testing) of the interior surfaces of each manhole. The assessment will be limited to features that are visible from grade or from the video and photo images captured from grade. No entry will be made into manholes. The visual assessment will include the following:

- General properties – location, orientation, etc.
- Physical properties – diameter, number and orientation of inlets/outlets, depth
- Condition of coatings and/or surfaces of manhole structure
- Condition of ferrous structures including ladders, manhole lid, and frame
- Condition of flow channels and bench
- Observation of flow characteristics
- Cracking or signs of structural distress
- Missing or displaced brick or mortar
- Signs of infiltration
- Signs of roots, debris, or obstructions
- Observation of pipe transitions

MKN has developed a manhole visual inspection checklist that will be used to document observations at each of the 45 SSMHs. The form includes information such as date, manhole number, location, orientation of pipes, surrounding conditions, scratch test results, etc. The manhole visual inspection forms will be key to the condition assessment tasks defined below.

This information will also be imported and accessible through the project GIS database for use by City staff.

Task 204 Flow monitoring

MKN will work with our subconsultant (ADS Environmental Services) to complete flow monitoring in select areas of the Study Area as shown in Attachment A. These locations include major trunk lines exiting the Study Area and select locations (throughout the Study Area) to collect representative flow conditions. For the flow monitoring effort we recommend a minimum of six (6) flow meter placements throughout the Study Area for a one month duration during dry conditions to capture baseline flow throughout the Study Area.

ADS will install six FlowShark Triton flow meters in various locations for monitoring. The flow meters are insertion-type systems consisting of sensors mounted on expandable stainless-steel rings that are pressed against the inside walls of the pipe. The ADS FlowShark Triton unit is an area velocity flow monitor that uses both the Continuity and Manning's equations to measure flow. The flow meter sensors are installed such that the sewage entering the flow monitoring site travels through the ring, and the sensor records the wastewater depth of flow and velocity at 5-minute intervals. Sewer flow monitoring does not record continuous flow, and thus it only provides an estimate of the amount of wastewater flow generated over a study period. MKN will perform the following tasks to process the recorded flow monitoring data:

- Coordinate placement of six (6) flow meters at key locations within the City's collection system to obtain representative flow information
- Prepare a collection system/flow monitoring site map: showing the existing collection system, parcels, flow monitoring basin areas, rivers and water bodies
- Receive and review weekly flow monitoring data provided by ADS
- Collect daily rainfall data from the City or closet rain gauge location
- Complete a comprehensive analysis of the flow monitoring data at the end of the flow study

The flow monitoring data will be used to develop baseline average day and peak hour flow for dry weather conditions and will be used to populate existing flows within the new hydraulic model. This information will also be used in the development of sewerage generation rates, the process of which is further defined below.

For wet weather conditions, MKN will identify conservative wet-weather peaking factors based on available information provided by City. However, we have also included an optional task for one-month of flow monitoring during wet weather conditions if required.

Task 205 Project and quality management

MKN applies our internal quality assurance and quality control procedures to all deliverables. A Principal Engineer who is not involved in the day-to-day project will thoroughly review deliverables for this task group to identify problems with assumptions, methodology, or messaging.

As part of the QC process, the QC reviewer will utilize MKN's internal QC checklist and supporting guideline material to review major client deliverables. The QC checklist allows the QC reviewer to review each key deliverable for accuracy, adherence to the project scope and budget, compliance with the schedule, and

to ensure coordination and avoid conflict. The City will have assurance that all documents have been thoroughly reviewed and approved prior to submittal.

Task 206 Meetings and workshops

The following meetings are assumed for this task group to allow MKN to interface with the City to discuss progress, receive information and direction, and review the project deliverables.

- Project kickoff meeting (1)
- Field meeting with City staff for pump station inspection (1)
- Field meeting with City staff for flow monitoring installation (1)
- Review meeting to evaluate the target SSMH list prior to the field investigation (1)
- Review meeting for data collected (1)

MKN will prepare and distribute meeting agendas prior to the scheduled meeting and will record and distribute meeting notes to all attendees. The meeting notes will document the discussions and decisions made. It is assumed project meetings will be held at City Hall or via web or teleconference.

Task Group 200 Assumptions

- City will provide access to all SSMHs identified for field survey and investigation
- City will provide access to all pump stations identified for condition assessment
- Third-party traffic control will be required for detail SSMH investigation
- Workshops and meetings will be held at City Hall or by web or teleconference
- Manhole field survey, manhole inspections, and flow monitoring will not be completed for the Conveyance System to WWTP No. 2

Task Group 200 Deliverables

- Updated GIS Geodatabase
- Pump Station Inspection Report
- Manhole GPS Data and Photos
- Manhole Inspection Report
- Flow Monitoring Data and Report
- Meeting minutes in electronic PDF format

Task Group 300 - Sewer System Modeling

Based on the requirements of the RFP and MKN's experience in developing hydraulic models, the following six (6) tasks have been developed for completion as part of this task group:

Task 301 Develop sewage generation rates

To develop sewer generate rates for residential, commercial, hotel/motel, and apartment land uses within the Downtown Area, MKN will acquire water billing data for the Downtown area users, assign the water users to the City's existing GIS parcel layer, develop water usage per acre based on land use, and estimate a preliminary sewage generation values based on the assumption that a certain percentage of water consumed (based on land use) returns to the collection system as wastewater. These preliminary sewer generation values will be compared to the newly acquired flow monitoring data, captured specifically for the Downtown area users, and the percentages of return flows will be adjusted to match the measured flows.

Once the return flow percentage is known, sewer generation rates for the various user categories can be generated based on their relative water consumption.

Task 302 Sewer Model

To streamline the hydraulic model development, MKN proposes to develop an ESRI GIS geodatabase of the sewer collection system to store and manage the system updates. The sewer GIS geodatabase (Table 3-1) will include the following layers and information from the City's existing GIS, as-built plans, newly acquired GPS survey data, and City staff input:

Table 3-1: Sewer Collection System Geodatabase

Feature	Attributes
Sewer Pipes	Size, Material, Length, Street Location, Invert Elevations, Slope, Age (when available from as-builts), High Maintenance Area (for cleaning), flow estimates from model, d/D values, available pipe capacity, hyperlinks to video inspection data, and flow data
Sewer Manholes	Manhole ID Number, Diameter, Street Location, Rim Elevation, Depth, Rim Elevation, Depth, and hyperlinks to manhole photos and visual inspection checklists
Pump Stations	Name, Street Location, Pumping Capacity, Wet Well Size
Force Mains	Size, Material, Length, Street Location, Invert Elevations

For the hydraulic model, MKN will import the sewer geodatabase into Bentley SewerCAD CONNECT Edition Version 10 (SewerCAD) hydraulic modeling software (or other software as directed by City staff) to simulate the operation of the gravity collection system. SewerCAD incorporates the Manning's equation for open channel flow, and Hazen-Williams formula for pressure pipes (lift station force mains). The hydraulic model will be run under steady state conditions using a backwater analysis. This type of analysis starts at the collection system outlet location with an assigned outlet condition (either free discharge, submerged, or tailwater control). From the outlet location SewerCAD proceeds in an upstream direction performing the hydraulic analysis.

MKN will also add the following information into the SewerCAD hydraulic model as part of the model development:

- Pump stations pump curves
- Wetwell operation levels

The model output will be used to develop the improvement recommendations further defined below.

Task 303 Identify capacity constraints in the system

With a hydraulic model developed for the Study Area, MKN proposes to run the following simulations to identify the depth over Diameter (d/D) and pipe velocities issues for both existing and future flow conditions for the Downtown Study Area:

Existing Flow Conditions

- Dry Weather
    - Average Day Flow
    - Peak Hour Flow
- Wet Weather (assuming wet weather peaking factor based on previous reports or flow monitoring study)
    - Average Day Flow
    - Peak Hour Flow
- Capital Improvement Projects for Existing System Deficiencies
    - Average Day Flow
    - Peak Hour Flow

Future Flow Conditions

- Dry Weather
    - Average Day Flow
    - Peak Hour Flow
- Wet Weather (assuming wet weather peaking factor based on previous reports or flow monitoring study)
    - Average Day Flow
    - Peak Hour Flow
- Capital Improvement Projects for Existing System Deficiencies Resulting from Future Flows
    - Average Day Flow
    - Peak Hour Flow

MKN assumes that future flows will only be developed and evaluated from the Downtown Study Area unless otherwise directed by the City.

Task 304 GIS layer development

MKN will provide the City with an ESRI GIS geodatabase. As described in Task 302, the project geodatabase will include attribute field and links to project data as listed in Table 3-1 to allow the City to access relevant model output and condition assessment information.

Task 305 Project and quality management

MKN applies our internal quality assurance and quality control procedures to all deliverables. A Principal Engineer who is not involved in the day-to-day project will thoroughly review deliverables for this task group to identify problems with assumptions, methodology, or messaging.

As part of the QC process, the QC reviewer will utilize MKN's internal QC checklist and supporting guideline material to review major client deliverables. The QC checklist allows the QC reviewer to review each key deliverable for accuracy, adherence to the project scope and budget, compliance with the schedule, and to ensure coordination and avoid conflict. The City will have assurance that all documents have been thoroughly reviewed and approved prior to submittal.

Task 306 Meetings and workshops

The following meetings are assumed for this task group to allow MKN to interface with the City to discuss progress, receive direction and review the project deliverables.

- Operations meeting to confirm function of hydraulic model (2)
- Review meeting for model results and condition assessment (1)

Task Group 300 Assumptions

- Dry weather peak hour flow conditions to be based on flow monitoring data collected for this project
- All pump stations within Study Area operating simultaneously during hydraulic simulations
- Wet weather peak hour flow conditions to be based on previous reports or additional wet weather flow monitoring (not included in current scope of work)
- Flow monitoring for the Conveyance System is not included in the evaluation

Task Group 300 Deliverables

- Sewer generation rates base on land use
- Bentley SewerCAD hydraulic model file
- Capacity evaluation for existing and future flow conditions
- Meeting minutes in electronic PDF format

Task Group 400 - Downtown Master Sewer Study

Based on the requirements of the RFP and MKN's master planning experience, the following five (5) tasks have been identified for completion as part of this task group:

Task 401 Condition assessment

MKN will summarize and evaluate the data gathered during the field investigations of the SSMHs in Task Group 200. Visual inspections will be summarized in order to develop condition grades for each location. Observed defects will be divided into two main categories: 1) structural, and 2) O&M-related.

MKN's rating system will be similar to the Pipeline Assessment and Certification Program (PACP) defect rating system, which was developed by the National Association of Sewer Service Companies (NASSCO), but will be modified to suit the needs of this project. The PACP system requires inspectors to code defects as either structural or maintenance defects. Each defect code is assigned a grade of 1 to 5, with 1 being the least severe and 5 being the most severe defect. Condition assessment rankings will be prepared for pipelines and SSMHs. These grades will only consider the pipeline conditions visible from the inspection video.

Task 402 Recommended improvements

MKN will develop a capital improvement program (CIP) for the Study Area that will include capital projects needed to resolve existing system deficiencies (if needed), near-term improvements through 2025, and future needs (year 2050). MKN will develop a project list identifying the size and location of required facilities, priorities, possible cost-sharing between existing and future users, triggers (e.g. what flows or which number of equivalent dwelling units), and estimated project schedules.

In addition to capital projects, the project list will also include costs and recommendations for renewal/replacement of existing facility components to maintain system condition. For example, MKN will include recommendations for regular pipeline replacement and repair.

To prioritize the recommended improvements, MKN will develop a condition rating system for the collection system facility based on the following items:

Likelihood of Failure

This condition would rate facilities based on pipe diameter (from City GIS and/or as-builts), peak hour flow hydraulic capacity deficiencies (based on the hydraulic model), structural defect rating (based on pipeline video survey and manhole inspections), pipeline age (based on City GIS, as-built plans or other source), and maintenance history (based on City information).

Consequence of Failure

This condition would rate facilities based on potential peak hour flow spill volumes during a sanitary sewer overflow (SSO) event, access constraints and location of facility to repair, proximity to waterways, and proximity to high traffic pedestrian areas.

Cost of Failure

This condition would rate facilities based on the social and environment costs (e.g., remediation, fines, etc.), in addition to the cost of the required repair.

MKN will work with the City to develop the condition rating system. However, Table 4-1 shows an example of the prioritization criteria described above.

Table 4-1: CIP Prioritization Criteria					
Parameter	**Assigned Ranking**				
	10	20	30	40	50
Likelihood of Failure					
Pipe Diameter (inch)	8 - 12	14 - 18	0 - 27	30 - 39	>39
PHF Hydraulic Capacity Surcharge	< 0.8	0.8-1.2	1.2-1.5	1.5-2	≥ 2
Structural Defect	1	2	3	4	5
Pipe Age	Current-1990	1990-1980	1980-1970	1970-1960	Pre-1960
Service Calls per Month	No Service Calls	0 - 2	1 - 2	2 - 5	≥ 5
High Maintenance Areas	Routine Maintenance	Annual	6-month	3-month	1-month
Consequence of Failure					
SSO Volume (MGD)	0.01 - 0.5 MGD	0.5 - 1 MGD	1 - 5 MGD	5 - 10 MGD	> 10 MGD
Access Constraints	Other	Collector	Arterial Street	Easement	State Highway or Railroad Crossing
Proximity to Waterways	-	Within 150 feet of Waterway	Within 100 feet of Waterway	Within 50 feet of Waterway	Waterway Crossing
Proximity to High Traffic Pedestrian Area	-	-	Within 150’	Within 75’	Intersecting
Cost of Failure					
Fines	-	-	Low	Medium	High
Repair Costs	-	-	Low	Medium	High

The estimated construction costs for the improvements will be developed based on current market cost information and recent local bid costs from similar projects. The costs will also include estimates for project administration, design, construction management and project contingency. MKN will develop overall figures depicting the locations of the recommended CIP projects for existing and future conditions and individual CIP sheets showing location of CIPs, prorated project cost, and assumptions related to the cost development.

MKN will submit a draft Sewer Study CIP to the City for review and comments and meet with the City to review the draft CIP. Comments from the review and meeting will be incorporated into the final Sewer Study CIP.

Task 403 Sewer Study Report

The study report will provide the following main elements:

- Overall description and general inventory of the sewer system based on review of as-built plans, previous report, and field inspections
- Documentation of the results of the flow monitoring effort
- Development of the hydraulic model
- Summary of the condition assessment
- Capacity evaluation to serve existing and future flows
- Recommended improvements

A draft version of the Sewer Study Report will be compiled to summarize the efforts and results for the tasks described herein. City staff will be provided with the DRAFT Sewer Study Report and a PDF electronic copy for review. It is assumed that the draft Sewer Study Report will be reviewed by City staff followed by an informal work session will City Council.

After a consolidated set of comments are received from the City, MKN will revise the draft Sewer Study Report and present an overview of the findings and recommendations at a regularly scheduled City Council meeting. Comments on the draft Sewer Study Report will be integrated into the final Sewer Study Report. The final Sewer Study Report will also include an Executive Summary of the goals, efforts and results of the project.

Task 404 Project and quality management

MKN applies our internal quality assurance and quality control procedures to all deliverables. A Principal Engineer who is not involved in the day-to-day project will thoroughly review deliverables for this task group to identify problems with assumptions, methodology, or messaging.

As part of the QC process, the QC reviewer will utilize MKN's internal QC checklist and supporting guideline material to review major client deliverables. The QC checklist allows the QC reviewer to review each key deliverable for accuracy, adherence to the project scope and budget, compliance with the schedule, and to ensure coordination and avoid conflict. The City will have assurance that all documents have been thoroughly reviewed and approved prior to submittal.

Task 405 Meetings and workshops

The following meetings are assumed for this task group to allow MKN to interface with the City to discuss progress, receive direction and review the project deliverables.

- Meeting with planning department (1)
- Meeting with operations staff (1)
- Meeting with City staff to review draft CIPs (1)
- Meeting with City staff to review draft Sewer Study Report (1)
- Presentation to City Council of the Draft Sewer Study Report (1)

MKN will prepare and distribute meeting agendas prior to the scheduled meeting and will record and distribute meeting notes to all attendees. The meeting notes will document the discussions and decisions made. It is assumed project meetings will be held at City Hall or via teleconference.

Task Group 400 Assumptions

- Meetings and workshops will be held at City Hall of via web or teleconference

Task Group 400 Deliverables

- Four (4) hard copies and an electronic PDF copy of the DRAFT Sewer Study
- Two (2) hard copies and an electronic PDF copy of the FINAL Sewer Study

ADDITIONAL SERVICES

The following services could be beneficial to the overall study, but are currently not a part of the proposed scope of work. Should the scoped work tasks identify need for these additional / follow-on tasks, MKN will make a recommendation to that affect for City consideration and a scope and fee amendment submitted.

- Pipeline video inspection (approx. 58-miles of collection system)
- Flow monitoring in the conveyance system (approx. 19 miles of conveyance)
- SSMH inspection in the conveyance system (approx. 190 SSMHs)
- Pump Station drawdown testing to determine operational capacity if records are not available
- Wet weather flow monitoring at six (6) locations within the Study Area

BUDGET AND SCHEDULE

MKN proposes to complete this work on a time and materials basis with a budget not to exceed $334,055. Hourly rates are attached but may be revised every other year. Other direct costs will be charged with a 10% markup. Thank you for providing MKN with the opportunity to provide professional services for your project. If you have any questions regarding this proposal, please let me know.

Sincerely,

Joshua T. Nord, PE
Principal

Attachments:

Project Fee Estimate
Project Schedule
2019 MKN Fee Schedule
Attachment A - Preliminary Flow Monitoring Locations (6)

Fee Proposal for City of Bakersfield - Downtown Master Sewer Study

	Project Director / Ops. Manager	Senior Engineer	Project Engineer	Water Resource Planner	Assistant Engineer II	Administrative Assistant	Total Hours	ODCs	Flow Monitoring (ADS)	Survey (Cornerstone)	Traffic Control (Traffic Management, Inc.)	Total Labor	**Total Cost**
Task Group 100 – Information Review													
Task 101 - Review of existing studies and wastewater information	8	0	8	24	24	2	66	$ 284	$ -	$ -	$ -	$ 9,464	**$ 9,748**
Subtotal	**8**	**0**	**8**	**24**	**24**	**2**	**66**	**$ 284**	**$ -**	**$ -**	**$ -**	**$ 9,464**	**$ 9,748**
Task Group 200 – Field Investigation													
Task 201 - Inspection of pump stations (5 pump stations)	2	24	0	8	32	0	66	$ 297	$ -	$ -	$ -	$ 9,896	**$ 10,193**
Task 202 - Survey of SSMH (Study Area - 450 manholes)	2	0	0	24	32	0	58	$ 239	$ -	$ 108,790	$ -	$ 7,968	**$ 116,997**
Task 203 - Inspect SSMHs (Study Area - 45 manholes)	8	0	24	8	92	0	132	$ 550	$ -	$ -	$ 9,000	$ 18,344	**$ 27,894**
Task 205 - Flow monitoring (6 locations for 4 weeks)	2	0	0	24	24	0	50	$ 208	$ 35,255	$ -	$ -	$ 6,928	**$ 42,391**
Task 206 - Project and quality management	20	8	0	0	0	16	44	$ 191	$ -	$ -	$ -	$ 6,360	**$ 6,551**
Task 207 - Meetings and workshops	8	0	8	8	0	2	26	$ 122	$ -	$ -	$ -	$ 4,072	**$ 4,194**
Subtotal	**42**	**32**	**32**	**72**	**180**	**18**	**376**	**$ 1,607**	**$ 35,255**	**$ 108,790**	**$ 9,000**	**$ 53,568**	**$ 208,220**
Task Group 300 – Sewer System Modeling													
Task 302 - Develop sewage generation rates	2	0	0	24	32	0	58	$ 239	$ -	$ -	$ -	$ 7,968	**$ 8,207**
Task 301 - Sewer Model	2	8	16	55	60	0	141	$ 595	$ -	$ -	$ -	$ 19,842	**$ 20,437**
Task 303 - Identify capacity constraints in the system	2	0	0	24	32	0	58	$ 239	$ -	$ -	$ -	$ 7,968	**$ 8,207**
Task 304 - GIS layer development	2	0	0	40	24	0	66	$ 276	$ -	$ -	$ -	$ 9,200	**$ 9,476**
Task 305 - Project and quality management	24	8	0	0	0	2	34	$ 190	$ -	$ -	$ -	$ 6,320	**$ 6,510**
Task 306 - Meetings and workshops	6	0	16	16	0	2	40	$ 181	$ -	$ -	$ -	$ 6,024	**$ 6,205**
Subtotal	**38**	**16**	**32**	**159**	**148**	**4**	**397**	**$ 1,720**	**$ -**	**$ -**	**$ -**	**$ 57,322**	**$ 59,042**
Task Group 400 – Downtown Master Sewer Study													
Task 401 - Condition assessment (Downtown Area)	4	8	16	8	40	0	76	$ 329	$ -	$ -	$ -	$ 10,968	**$ 11,297**
Task 402 - Recommended improvements	8	8	24	16	32	0	88	$ 392	$ -	$ -	$ -	$ 13,080	**$ 13,472**
Task 403 - Sewer Study Report	16	16	24	32	32	4	124	$ 558	$ -	$ -	$ -	$ 18,592	**$ 19,150**
Task 404 - Project and quality management	20	8	0	0	0	2	30	$ 166	$ -	$ -	$ -	$ 5,520	**$ 5,686**
Task 405 - Meeting and workshops	12	0	16	16	0	2	46	$ 217	$ -	$ -	$ -	$ 7,224	**$ 7,441**
Subtotal	**60**	**40**	**80**	**72**	**104**	**8**	**364**	**$ 1,662**	**$ -**	**$ -**	**$ -**	**$ 55,384**	**$ 57,046**
TOTAL BUDGET	**148**	**88**	**152**	**327**	**456**	**32**	**1203**	**$ 5,272**	**$ 35,255**	**$ 108,790**	**$ 9,000**	**$ 175,738**	**$ 334,055**

Billing Rates	**$/hr**
Project Director / Ops. Manager	200
Senior Engineer	175
Project Engineer	152
Water Resource Planner	142
Assistant Engineer II	130
Administrative Assistant	60

Mileage to be reimbursed at IRS rate

MKN & Associates, Inc.
PO Box 1604
Arroyo Grande, CA 93421
805 904 6530

FEE SCHEDULE FOR PROFESSIONAL SERVICES

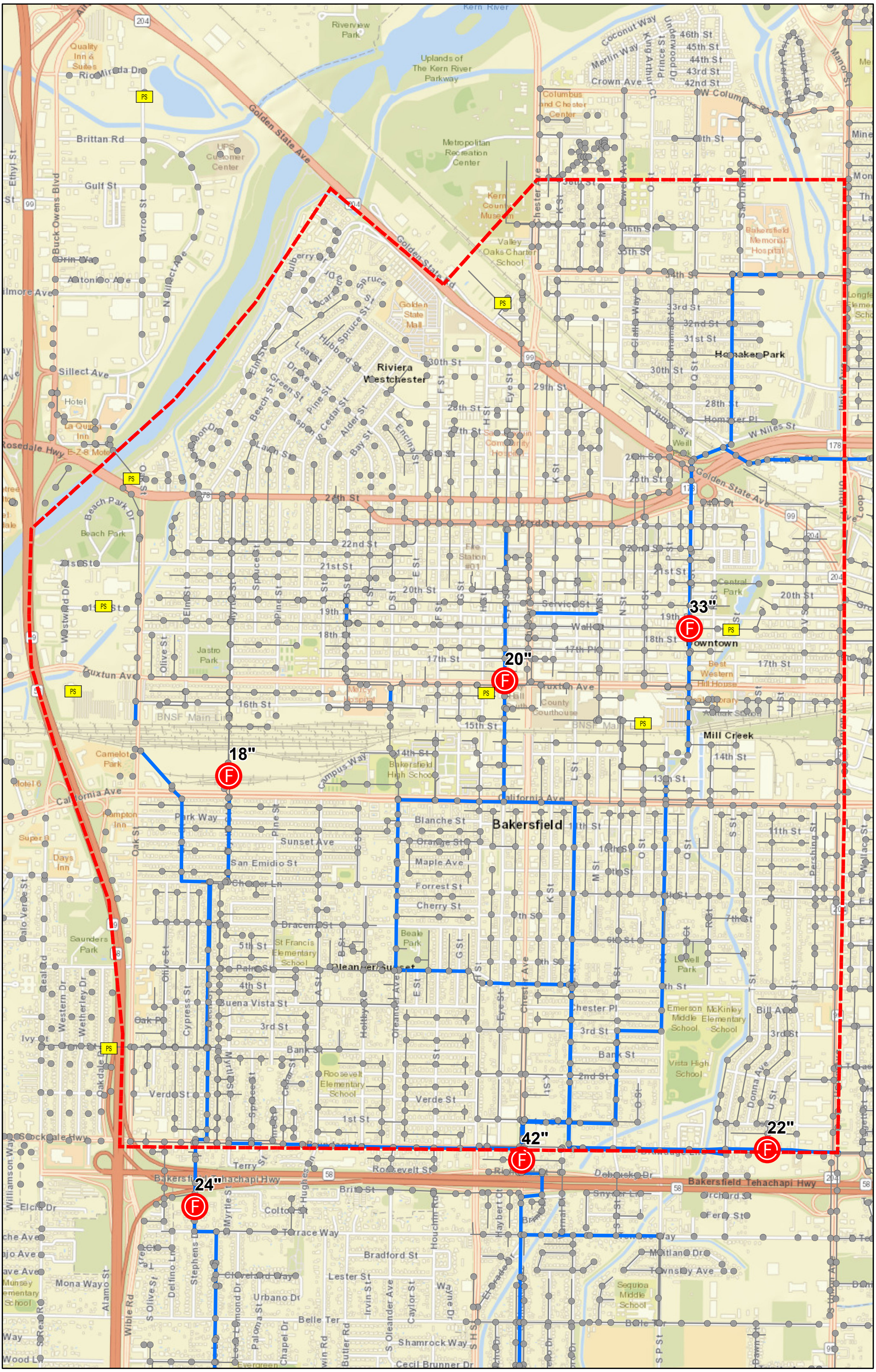
ENGINEERS AND TECHNICAL SUPPORT STAFF

Project Director/ Operations Manager	$200/HR
Principal Engineer	$185/HR
Senior Project Engineer	$175/HR
Project Engineer/ Senior Scientist	$152/HR
Water Resources Planner	$142/HR
GIS Specialist	$135/HR
Assistant Engineer II	$130/HR
Assistant Engineer I	$110/HR
GIS Technician	$112/HR
Supervising Drafter	$110/HR
Drafting/Design Technician II	$97/HR
Drafting/Design Technician I	$90/HR
Administrative Assistant	$60/HR

Routine office expenses such as computer usage, software licenses and fees, telephone charges, office equipment and supplies, incidental postage, copying, and faxes are included as a 3% fee on labor cost.

DIRECT PROJECT EXPENSES

Outside Reproduction	Cost + 10%
Subcontracted or Subconsultant Services	Cost + 10%
Travel & Subsistence (other than mileage)	Cost
Auto Mileage	Current IRS Rate - $.58/mi.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Riviera Westchester
Golden State Ave
Brittan Rd
Gulf St
Buck Owens Blvd
Rosedale Hwy
Truxtun Ave
California Ave
Bakersfield Tehachapi Hwy
Mill Creek
Downtown
Homaker Park
Golden State Mall
Kern River
Riverview Park
Uplands of The Kern River Parkway
Metropolitan Recreation Center
Kern County Museum
Valley Oaks Charter School
Bakersfield Memorial Hospital
Columbus and Chester Center
UPS Customer Center
Quality Inn & Suites
Hotel
La Quinta Inn
E-Z-8 Motel
Beach Park
Jastro Park
Camelot Park
Saunders Park
Roosevelt Elementary School
St Francis Elementary School
Bakersfield High School
Mercy Hospital
County Courthouse
Central Park
Lowell Park
Emerson Middle School
McKinley Elementary School
Vista High School
Sequoia Middle School
Best Western Hill House
Amtrak Station
Hampton Inn
Super 8
Days Inn
Motel 6
Fire Station #01
Beale Park
Weill Park
Sacred Heart Community Hospital
Golden State Ave
Chester Ave
Union Ave
Oak St
Olive St
Verde St
Bank St
Truxtun Ave
Mill Creek
Bakersfield Tehachapi Hwy
PS

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 **AECOM TECHNICAL SERVICES, INC.,** a *a California Corporation,* ("DESIGN CONSULTANT").

R E C I T A L S

WHEREAS, CITY is currently developing the **DOWNTOWN MASTER STORM DRAIN STUDY** (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, 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 **$ 149,500.00** 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 **$ 149,500.00** for performing the Scope of Work.

3. **TERM.** Unless terminated sooner as set forth herein, this Agreement shall terminate on **December 31, 2020** .

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 **December 31, 2019**.

7. **CONTRACT ADMINISTRATOR**.

CITY's Contract Administrator is:

Name: Navdip Grewal
City of Bakersfield
1600 Truxtun Avenue
Bakersfield, California 93301
Telephone: (661) 326-3361

DESIGN CONSULTANT's Project Manager shall be designated as:
Daniel Cronquist
AECOM Technical Services, Inc.
5001 E. Commercenter Drive, Suite 100
Bakersfield, CA 93309
Telephone: (661) 283-2323

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 licensees 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.

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: **AECOM TECHNICAL SERVICES, INC.**
5001 E. Commercenter Drive, Suite 100
Bakersfield, CA 93309

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 95-2661922
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

By:_____
KAREN GOH, Mayor

"DESIGN CONSULTANT"
AECOM TECHNICAL SERVICES, INC.

By:_____
BEN P. HORN
Managing Engineer

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By:_____
NICK FIDLER
Public Works Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
ANDREW HEGLUND
Deputy City Attorney

Insurance: _____

COUNTERSIGNED:

By:_____
NELSON SMITH
Finance Director

Attachments: **Exhibits A and B**

Request for Qualifications (RFQ)
Downtown Master Sewer Study and/or Downtown Master Storm Drain Study
Bakersfield, California

October 26, 2018

Firms wishing to be considered for this project should thoroughly read this RFQ. Information required to be provided in a Statement of Qualifications (SOQ) is detailed in Section 6. Firms submitting an SOQ must do so in accordance with the requirements of Section 7. As required by Section 10, a signed copy of the enclosed sample agreement must be submitted with an SOQ.

SECTION 1. GENERAL PROJECT DESCRIPTION AND REQUIREMENTS

The City plans to enter into an agreement(s) with one or more design firms for the preparation of a Downtown Master Sewer Study and/or Downtown Master Storm Drain Study. The design firm shall include appropriate sub-consultants, have documented experience in preparing studies of comparable sizes and complexity, and be capable of providing all necessary services for the Scope of Work as described in this RFQ. The CONSULTANT's team members working on this project shall be qualified professional staff and shall have the necessary experience, expertise and licenses to complete the project and satisfy all the requirements as described in the RFQ.

For the purpose of this project, the following definitions shall apply:

OWNER is the Engineering Division of the Public Works Department. Engineering Division Staff will consist of both Design Engineering and Subdivisions Engineering of the City of Bakersfield.

PROPOSER is a firm which submits a Statement of Qualifications in response to this RFQ.

CONSULTANT is the firm hired by the City to provide the services described in this RFQ.

LOCAL REGULATORY AGENCY refers to all Sections, Divisions, and Departments of the City of Bakersfield and the County of Kern 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)

CONSULTANT shall provide services generally described as follows:

The Scope of Work for the Downtown Master Sewer Study involves providing a comprehensive report and mapping (CCTV, GIS, survey, etc.) of the existing sewer system (sewer mains 8" or larger) in the Downtown Bakersfield area, as well as the conveyance from this area to City WWTP No. 2. The Downtown Bakersfield area is roughly described as the area between 38th Street to the north, California Avenue to the south, Union Avenue to the east, and F Street to the west. The goal of the study is to determine the service areas of the existing sewer system, the needs of the area, and deficiencies of the system, as well as recommendations for improvements and mitigation that can be incorporated into the City's Capital Improvement Program. The CONSULTANT should assume that research and collection of relevant City Data is to be completed by CONSULTANT staff as necessary. The CONSULTANT is encouraged to propose modifications to the individual tasks for entire scope of services if it can demonstrate innovative, advanced, and well though-out methodologies that the City may not have specifically identified in the scope of services. These proposed additional modifications shall be identified as optional items and priced out separately, which shall be part of the Request for Proposals

(RFP) phase, should a Proposer be invited to interview with the City. Proposals shall not be part of the RFQ/SOQ process (Step 1).

The Scope of Work for the Downtown Master Storm Drain Plan involves review of the existing storm drain capacity, verification via field inspection (CCTV, GIS, survey, etc.), the condition of the existing system, identification of drainage problems and possible solutions. The plan will also address old circle culverts and include options for connecting them to the storm drain collection system. The Downtown Bakersfield area is roughly described as the area between 38th Street to the north, California Avenue to the south, Union Avenue to the east, and F Street to the west. The goal of the study is to update the original Downtown Storm Drain Master Plan with the improvements that have been completed since the last study, and to make improvement recommendations for the City's Capital Improvement Program. The CONSULTANT should assume that research and collection of relevant City Data is to be completed by CONSULTANT staff as necessary. The CONSULTANT is encouraged to propose modifications to the individual tasks for entire scope of services if it can demonstrate innovative, advanced, and well though-out methodologies that the City may not have specifically identified in the scope of services. These proposed additional modifications shall be identified as optional items and priced out separately, which shall be part of the Request for Proposals (RFP) phase, should a Proposer be invited to interview with the City. Proposals shall not be part of the RFQ/SOQ process (Step 1).

Selected CONSULTANT(S) will be expected to carefully control costs and resources, and complete assigned work on schedule for the Downtown Master Sewer Plan and/or Downtown Master Storm Drain Plan. The CONSULTANT(S) shall assign a project manager who will act as the City's primary contact and will be entirely responsible for the work performed (including sub-consultant work, if applicable). To ensure the project remains on track, the CONSULTANT(S) shall provide an anticipated work schedule, as well as progress reports to the City's project manager at proposed regular intervals. A more definitive Scope of Work for the Downtown Master Sewer Plan and the Downtown Master Storm Drain Plan will be included in the Request For Proposals (RFP).

CONSULTANT shall not commence work on subsequent phases or tasks of work until OWNER 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. ITEMS AND SERVICES TO BE PROVIDED BY THE CITY OF BAKERSFIELD

The City will provide a general description of the project site, its location and boundaries.

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.

SECTION 4. PROJECT TIME SCHEDULE.

The CONSULTANT shall execute its work in a timely manner in order to complete the master studies within the specified time frame for the project. The CONSULTANT should expect to deliver the Downtown Master Sewer Study and/or Downtown Master Storm Drain Study by June 30, 2019.

A more definitive time schedule will be included in the subsequently issued RFP.

SECTION 5. CONSULTANT'S TEAM

The CONSULTANT shall assign a qualified, design professional as Project Manager to direct and oversee the CONSULTANT's work on all phases of this project. The CONSULTANT's staff working on this project shall be qualified professional staff and shall have the necessary experience, expertise and licenses to complete the project design and satisfy all the requirements as described in this RFQ. At a minimum, the CONSULTANT's team shall include the following:

A design professional acting as Project Manager as defined above;

A professional designer who holds a Civil Engineer license issued by the State of California, and has extensive experience in similar master studies; and

All other professionals as necessary to complete the CONSULTANT's Scope of Work for this project. Those other professionals shall also hold current licenses issued by the State of California.

SECTION 6. STATEMENT OF QUALIFICATIONS

All interested firms (PROPOSER's) shall submit a Statement of Qualifications (SOQ) which shall contain at a minimum the following information:

1. A statement of PROPOSER's management principles, procedures and how they will be applied to this project in regards to:

   Development of a project design schedule and adhering to that schedule;

   Establishment of a cooperative relationship with the City, any other consultants hired by the City and the City's construction contractor; and

   Complete and successful performance of all tasks assigned to the CONSULTANT.

2. Name and relevant experience of PROPOSER's principals who will be responsible for the project.

3. Name and relevant experience of PROPOSER's key personnel who will work on the project.

4. A list of all current projects, including the amount of PROPOSER's resources allocated to those projects and the completion date of PROPOSER's work at that level of allocation. The list of current projects shall be shown as a percentage based to show amount of allocation. A similar list shall be provided for each of PROPOSER's subconsultants.

5. A list of comparable projects on which PROPOSER has been involved during the past five years. The list should include at least four different clients and should provide the following information for each project:

   Project title, location and description including size of the project;
   Nature of PROPOSER's responsibility;
   Start and end dates of PROPOSER's involvement in the project;
   Names of PROPOSER's key personnel involved in the project;
   Total dollar amount of PROPOSER's contract;
   Name, address and phone number of the project owner;
   Name and address of PROPOSER's client if different from the project owner; and
   Name and phone number of contact person at PROPOSER's client's office.

6. A statement of PROPOSER's approach in designing a project within the allocated time schedule and project budget. Include examples of how this approach was proven effective in past projects for the City or other governmental agencies.

7. A statement of why PROPOSER believes it should be selected for this project.

8. A list of all subconsultants that PROPOSER will be utilizing on this project. This list shall include the following information for each proposed subconsultant:

   Name, address, and phone number for subconsultant's office that will be performing work on the project;

   Name and relevant experience for subconsultant's key employees that will be working on this project;

   Description of work that the subconsultant will perform on the project; and

   A list of all current projects, including the amount of the subconsultant's resources allocated to those projects and the completion date of subconsultant's work at that level of allocation.

   If the PROPOSER has multiple offices and proposes to utilize staff from multiple offices for this project, then the following shall apply in regards to this listing of subconsultants: The office submitting an SOQ for PROPOSER shall be considered the CONSULTANT. All other offices of PROPOSER shall be considered subconsultants and shall be included in the subconsultants listing.

9. A list of PROPOSER's claims history since January 1, 2014:

   9.1. A list of all claims, demands for arbitration and/or law suits filed by PROPOSER, predecessor companies or company officers against project owners or their agents. This list shall include the following information for each claim:

   Name of project owner;
   Project completion date;
   Basis for claim;
   Claim or suit amount;
   Current status; and
   Award or settlement amount.

   9.2. A list of all claims, demands for arbitration and/or law suits filed by project owners, their agents or subconsultants against PROPOSER, predecessor companies, its agents or bonding company in connection with PROPOSER, its officers, its agents or bonding company. This list shall include the following information for each claim:

   Name of project owner;
   Project completion date;
   Basis for claim;
   Claim or suit amount;
   Current status; and
   Award or settlement amount.

10. A statement of PROPOSER's current insurance coverage signed by a company official. The City requires a minimum of One Million Dollars ($1,000,000) Professional Liability Insurance, Automobile Liability Insurance, General Liability Insurance, and Workers' Compensation Insurance. If the current coverage does not meet the City's minimum requirements, a statement of PROPOSER's ability and intent to obtain the required coverage must be included. Do not submit a certificate of insurance in lieu of this statement.

SECTION 7. SUBMITTAL OF STATEMENT OF QUALIFICATIONS

Firms responding to this RFQ must include the following items in their submittal package:

1. Five (5) copies of PROPOSER's SOQ;
2. One copy of the completed "General Information Sheet" (Attachment RFQ-1) signed by a company official; and
3. One signed copy of the Draft Design Consultant Agreement for this project (refer to Section 10, "CONTRACT DOCUMENTS", of this RFQ).
4. A statement indicating that the PROPOSER is submitting an SOQ for the Downtown Master Sewer Plan or the Downtown Master Storm Drain Plan, or if the PROPOSER is submitting an SOQ for both Downtown Master Plans.

The submittal items must be placed into a sealed envelope bearing PROPOSER's name and the words

"Statement of Qualifications for
Downtown Master Sewer Study and/or Downtown Master Storm Drain Study
Bakersfield, California".

Before the date and time stated in the Notice to Design Firms, the submittal package must be delivered to:

Navdip Grewal, Civil Engineer IV – Design Engineering
Public Works Department, City of Bakersfield
Second Floor, City Hall Annex
1501 Truxtun Avenue,
Bakersfield, California, 93301.

The City assumes no responsibility for non-receipt of submittal packages due to any delay, including, but not limited to, carrier delay. It is the PROPOSER's responsibility to meet the deadline stated above.

Submittals which do not contain the required number of copies and all the information requested in this RFQ may be considered non-responsive and rejected without evaluation.

Submittals received after the deadline or at the wrong location will be considered non-responsive. Copies sent via facsimile, e-mail or any other electronic format will not be accepted.

SECTION 8. SELECTION OF CONSULTANT

Firms submitting a Statement of Qualifications (SOQ) for this project must provide in their submittal, verifiable evidence demonstrating that they have considerable current and past experience in providing the services necessary for this project, as described in the "General Project Description" and Requirements section and "Services to Be Provided by the CONSULTANT (Scope of Work)" section of this RFQ.

The City will evaluate the PROPOSERs based on the following items:

1. The information contained in PROPOSER's SOQ submitted in response to this RFQ. The City's evaluation of this information will be based, at least in part, on the requirements for the SOQ set forth elsewhere in this RFQ.
2. PROPOSER's ability to understand the project requirements as it may be revealed in their proposed method and procedure of study, goals and objectives, and their approach to the project.
3. Comments received from the City's reference checks.
4. PROPOSER's submittal and subjective statements.

Firms may submit one (1) SOQ for both the Downtown Master Sewer Study and the Downtown Master

Storm Drain Study. Firms have the option of submitting on just one of the studies, as long as they clearly define that their intent is to submit a SOQ for just one of the studies or both of the studies. The City reserves the right to award the contract for each study to separate firms as well as awarding the contracts for both studies to one firm.

After reviewing the SOQ's submitted by interested firms, the City will develop a "short list" of firms to be invited to an interview and to prepare a fee proposal. The City anticipates that interviews of the "short listed" firms will occur within six weeks after submittal of SOQ's. Upon completion of the interviews, the "short listed" firms will be ranked by qualifications. Then an evaluation of the fee proposals submitted at the interviews will be used as secondary consideration in selecting a CONSULTANT for the project.

The submission of a fee proposal shall be conclusive evidence that the PROPOSER and its subconsultants have investigated and satisfied themselves as to the conditions to be encountered, the character, quality and scope of work to be performed, and any municipal and ordinance requirements of the City of Bakersfield.

SECTION 9. SOLICITATION CAVEAT

The PROPOSER and its subconsultants understand and agree that the City of Bakersfield shall have no financial responsibility for any costs incurred by the PROPOSER and its subconsultants in responding to this Request for Qualifications and shall not be liable for any PROPOSER or its subconsultants costs attributed to their own study and investigation or design of a specific project until 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 Request for Qualifications after three days' notice to all prospective PROPOSERS.

SECTION 10. CONTRACT DOCUMENTS

A sample copy of the City's DESIGN CONSULTANT CONTRACT is included with this RFQ as Attachment RFQ-2. Please review the agreement carefully. This is the contract the CONSULTANT will be expected to execute without alteration. If any changes are desired, the firm must submit a copy of the requested modifications to the City for approval at least ten (10) calendar days prior to the date that SOQs are due. If approved, the City will then issue the changes to all prospective PROPOSERs prior to the due date.

As part of its submittal package, an officer of the firm must sign and return a copy of the sample agreement. The signature indicates that the firm accepts the clauses of the contract, including the indemnity clause, as stated in the enclosed sample copy of the City's agreement and any modifications thereto issued by the City during this solicitation of SOQs.

An "Acknowledgment Line" which reads as the following will be found below the signature line of the draft agreement. The officer must review the sample agreement carefully prior to signing the draft agreement.

> "PROPOSER's ACKNOWLEDGEMENT: "I have received and reviewed the sample DESIGN CONSULTANT'S AGREEMENT CONTRACT including the INDEMNITY clause which was sent to me with the City's RFQ. My signature below shall signify our firm's acceptance of said contract if our firm is selected for awarding a contract for the project as described in said RFQ. This acceptance is made with the understanding that the "Compensation" and "Time for Completion" clauses will be modified to contain the amounts and dates established for this contract."

The Consultant shall not be allowed to alter or negotiate contract language after the submittal of Consultant's Statement of Qualifications. Failure to execute the contract without alteration may result in the rejection of the Consultant's proposal and the retaining of a different consultant by the City.

At the time of contract execution, the Consultant will be required to provide evidence of insurance coverage (Certificates of Insurance) as specified in the agreement.

SECTION 11. CONTACTS AT THE CITY OF BAKERSFIELD

All questions concerning the project, the submittal of a Statement of Qualifications, the City's review and evaluation of the SOQ's, and the City's selection of a consultant for this project should be submitted in writing and directed to:

Navdip Grewal, Civil Engineer IV - Design Engineering
Public Works Department, City of Bakersfield
Second Floor, City Hall Annex
1501 Truxtun Avenue
Bakersfield, CA 93301
Fax: 661-852-2120
e-mail: ngrewal@bakersfieldcity.us

SECTION 12. ATTACHMENTS TO THIS RFQ

The following documents are attachments to this RFQ:

- Attachment RFQ-1, "General Information Sheet"
- Attachment RFQ-2, "Sample Design Consultant Agreement"

Request for Fee Proposal (RFP)
Downtown Master Sewer Study and/or
Downtown Master Storm Drain Study
Bakersfield, California

February 15, 2019

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 AND REQUIREMENTS

The City invites qualified firms to submit written proposals for providing DOWNTOWN MASTER SEWER STUDY and/or DOWNTOWN MASTER STORM DRAIN STUDY. The City plans to enter into an agreement with a qualified CONSULTANT, teamed with the appropriate sub-consultants, that have documented and extensive experience in producing a Sewer Master Study and/or a Storm Drain Master Study. That CONSULTANT shall be capable of providing all necessary services for the Scope of Work as described in this RFP. The City reserves the right to award separate contracts for each Master Study in the best interests of the City.

GENERAL PROJECT REQUIREMENTS FOR DOWNTOWN MASTER SEWER STUDY

1. CONSULTANT is to furnish flow meters and measure flows within the Downtown Boundary (described below). The flow meters will become the property of the City. CONSULTANT will discuss the type of flow meters to be provided with the City.
2. CONSULTANT will provide, as part of the project, CCTV of all sewer lines 8" or greater within the Downtown Boundary.
3. CONSULTANT will analyze flow and CCTV information and recommend repairs in a report format, along with an Engineer's Estimate.

GENERAL PROJECT REQUIREMENTS FOR DOWNTOWN MASTER STORM DRAIN STUDY

1. CONSULTANT will identify potential locations for the placement of retention/detention basins that will mitigate flooding within the Downtown Boundary.
2. CONSULTANT shall become familiar with the City's Storm Water Management Plan and make recommendations for any redevelopment within the Downtown Boundary.
3. CONSULTANT will recommend Low Impact Development practices so that all storm water systems that ultimately convey drainage to the river or a canal and shall include both source control Best Management Practices (BMPs) and structural treatment control BMPs.
4. CONSULTANT shall analyze flooding concerns at underpasses (H Street, Chester Avenue, Q Street) under BNSF Railroad.

For the purpose of this project, the following definitions shall apply:

OWNER is the Engineering Division of the Public Works Department. Engineering Division Staff will consist of both Design Engineering and Subdivisions Engineering of the City of Bakersfield.

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 and the County of Kern 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.

The City plans to enter into two separate agreements (one for the Downtown Master Sewer Study, and one for the Downtown Master Storm Drain Study) with a qualified CONSULTANT, teamed with the appropriate sub-consultants, if needed, that has documented and has extensive experience in the production of Master Studies. That CONSULTANT shall be capable of providing all necessary services for the Scope of Work as described in this RFP.

The CONSULTANT shall collect relevant information, produce system models, develop a Master Plan, and produce a prioritized CIP Project List with related engineering estimates for the Downtown Master Sewer Study and/or Downtown Master Storm Drain Study. All such work will be coordinated through the City's Project Managers.

SECTION 2. SERVICES TO BE PROVIDED BY THE CONSULTANT (SCOPE OF WORK)

Scope of Services for the Downtown Master Sewer Study

CONSULTANT shall provide services generally described as follows:

The CONSULTANT shall furnish all services as required in order to prepare a new comprehensive Downtown Master Sewer Study of the existing Downtown sewer system (sewer mains 8" or larger), as well as the conveyance from this area to City WWTP No. 2. The Downtown Bakersfield area is roughly described as the area between 38th Street on the North, California Avenue on the South, Union Avenue on the East, and F Street on the West. The goal of the study is to determine the service areas of the existing sewer system, the needs of the area, deficiencies of the system, and recommendations for improvements and mitigation that can be incorporated into the City's Capital Improvement Program. CONSULTANTS should assume that research and collection of relevant City data (CCTV, GIS, survey, etc.) is to be completed by CONSULTANT staff, as necessary. The CONSULTANT is encouraged to proposed modifications to the individual tasks or the entire scope of services if the CONSULTANT can demonstrate innovative, advanced and well thought-out methodologies that the City may not have specifically identified in the scope of services. These proposed additional modifications shall be identified as optional items and priced-out separately in the CONSULTANT'S proposal.

The scope of services shall include the following:

A. Master Sewer Plan

1. Review scope of services with City Staff and review relevant studies including, but not limited to, the existing sewer master plans and the City's General Plan.
2. Review all existing CCTV investigation information and coordinate use in the new Downtown Master Sewer Study, including all manhole numbering, pipe diameter, pipe type, length, etc.
3. Meet with City Staff to review development plans and all relevant studies.
4. Review City Capital Improvement Project records to identify recent improvement constructed.
5. Review City Wastewater data, maintenance records, and meet with City staff to identify areas of concern regarding sewer mains (both gravity and force) and pump stations.
6. Prepare a description and general inventory of the sewer system based on review of plans, reports, studies, and field inspections.
7. Evaluate existing sewer collection system to determine areas of deficiency including proper head pressure and cavitation at lift stations.

8. Determine system requirements to accommodate future flows based on design criteria developed through review of water use records, flow monitoring data, and wastewater flow projections.
9. Prepare a list of recommended system improvement projects including recommendations to reduce infiltration and inflow into the system.
10. Provide a breakdown of costs associated with upgrades to serve existing conditions and costs associated with accommodating future development.

B. Field Investigations

1. Inspect all pump stations; inventory capabilities of each facility; collect relevant as-built plans, maintenance records, pump curves, and run logs.
2. Inspect conditions of all system manholes to determine conditions, coordinate numbering, and prioritize the repair needs.
3. Provide all manhole inverts and rim elevations.
4. Collect CCTV information for the Master Plan production.
5. Set flow meters, as appropriate, to determine average flow rates and patterns throughout the City, including in/out of all pump stations. Meters should be strategically located to assist in the review/identification of average flow rates for residential, commercial, hotel/motel, and apartment land uses. Meter locations and methodology must be reviewed and approved by the City.

C. Sewer Model/Sewage Generation Rate

1. Using flow data collected in the Field Investigations, create a flow model of City wastewater facilities. For all wastewater pipes (8" and larger), model existing flow rates, existing remaining capacity, flow depth to diameter ratios (D/d), and existing velocities for average dry and wet weather flows, as well as peak dry and wet weather flows. Manholes and pipe segments should be identified according to City-specified naming convention. CONSULTANT should assume all pump stations are running simultaneously unless otherwise specified by the City.
2. Identify locations in the sewer system that have capacity constraints under peak wet weather flow based on the following desired performance criteria.
3. Using flow data collected in Field Investigations, review and recommend sewage generations rates for residential, commercial, hotel/motel, and apartment land uses.
4. CONSULTANT shall provide the City with a compatible GIS layer based on the CONSULTANT'S sewer model that includes, but is not limited to, all of the following:
    a. Manhole and pipe segment identification numbers in accordance with City-specified naming convention, manhole invert elevation for all pipes and rim elevation;
    b. Pipe size and material;
    c. Pipe flow estimates for peak dry and wet weather flows, resulting D/d ratios, and available capacity based on City-specified D/d ratios; and
    d. Links to any available video inspection or meter data collected as part of Field Investigations.

D. Sewer Capital Improvement Program

Using data collected during research and Field Investigations, create a Sewer Capital Improvement Program Project List, recommending improvements necessary to maintain a desired level of service for the City's wastewater assets, such as main lines, manholes, and pump stations. The CIP Project List should include the following:

1. Condition Assessment
    a. Identify the condition, useful life, and value of the existing sewer collection system assets.
    b. Establish the asset values and recommend year-to-year replacement costs of aging infrastructure. The remaining useful life of assets shall be assessed by the CONSULTANT using projected-useful-life tables, decay curves, or recent condition assessment studies.

2. Recommended Improvements
    a. Identify improvements (or improvement programs, such as regularly scheduled condition monitoring programs) necessary to meet the City's desired level of service.
    b. Create prioritization criteria to utilize when prioritizing recommended improvements. Criteria should account for:
        i. How critical the facility is to system operations (i.e., ramifications of failure).
        ii. Cost of facility failure (including social and environmental costs, in addition to specific cost of repairs).
        iii. Probability of failure based on condition of facility.
    c. Estimate design and construction costs associated with all recommended improvements or improvement programs.
    d. Create a prioritized list of recommended improvements and improvement programs through 2050 with a detailed focus on near term critical improvements through 2025.

Scope of Services for the Downtown Master Storm Drain Study

CONSULTANT shall provide services generally described as follows:

The CONSULTANT shall furnish all services as required to prepare a new comprehensive Downtown Master Storm Drain Study of the existing Downtown storm drain system. The plan will also address old circle culverts and include options for connecting them to the storm drain system. The Downtown Bakersfield area is roughly described as the area between 38th Street to the north, California Avenue to the south, Union Avenue to the east, and F Street to the west. The goal of the study is to update the original Downtown Storm Drain Master Plan with the improvements that have been completed since the last study, and to make improvement recommendations for the City's Capital Improvement Program. CONSULTANTS should assume that research and collection of relevant City data (CCTV, GIS, survey, etc.) is to be completed by CONSULTANT staff, as necessary. The CONSULTANT is encouraged to proposed modifications to the individual tasks or the entire scope of services if the CONSULTANT can demonstrate innovative, advanced and well thought-out methodologies that the City may not have specifically identified in the scope of services. These proposed additional modifications shall be identified as optional items and priced-out separately in the CONSULTANT'S proposal.

The scope of services shall include the following:

A. Master Storm Drain Plan – System Capacity

1. Review scope of services with City Staff and review relevant studies including, but not limited to, the existing storm drain master plans and the City's General Plan.
2. Review all existing CCTV investigation information and coordinate use in the new Downtown Master Storm Drain Study, including all manhole numbering, inlet numbering, inlet type, pipe diameter, pipe type, length, etc.
3. Meet with City Staff to review development plans and all relevant studies.

4. Review City Capital Improvement Project records to identify recent improvements that have been constructed since the last Master Storm Drain Study.
5. Review City storm drain system data, including the underground pipe network, maintenance records, flood control channels, and determine the capacity of the individual system components, and meet with City staff to identify areas of concern with regard to flooding.
6. Determine current and future storm drain system capacity requirements for a 20-year planning period using existing and proposed land use patterns within the City. Population and development patterns shall be investigated for the present day and future growth.
7. Prepare a description and general inventory of the storm drain system based on review of plans, reports, studies, and field inspections.
8. Evaluate existing storm drain collection system to determine areas of deficiency including flooding, storm drain lift station capacity, and detention/retention basin capacity.
9. Provide a breakdown of costs associated with upgrades to serve existing conditions and costs associated with accommodating future development.

B. Field Investigations

1. Inspect all pump stations; inventory capabilities of each facility; collect relevant as-built plans, maintenance records, pump curves, and run logs.
2. Inspect conditions of all system manholes, catch basins, detention/retention basins, etc. to determine conditions, coordinate numbering, and prioritize the repair/rehabilitation needs.
3. Provide all manhole inverts and rim elevations.
4. Collect CCTV information for the Master Plan production.
5. The complete street network shall be field walked to identify drainage problems to include in the Downtown Master Storm Drain Study, and to provide recommendations.

C. Storm Drain Model

1. Review existing criteria used for design of drainage improvements (e.g., design storm interval, method of runoff computation, minimum pipe size, pipeline materials, etc.), and if needed, suggest drainage improvement criteria to meet the City's desired level of service.
2. Develop a standard policy for s simple on-site detention system to be used in the construction of private development projects where additional runoff from the development would overload the City's storm drain system.
3. Using data collected in the Field Investigations, create a flow model of the City's Downtown storm drain system. For all storm drain lines, model multiple design storm intervals, system capacity, and hydrographs for detention/retention basins. Manholes and pipe segments should be identified according to City-specified naming convention. CONSULTANT should assume all pump stations are running simultaneously unless otherwise specified by the City.
4. Identify locations in the storm drain system that have capacity constraints and locations where flooding is an issue. Meet with City staff to identify any other areas where flooding has historically been an issue and incorporate those locations into analysis.
5. Using data collected in Field Investigations, review and recommend storm drain system improvements.
6. CONSULTANT shall provide the City with a compatible GIS layer based on the CONSULTANT'S storm drain model that includes, but is not limited to, all of the following:
    a. Manhole, catch basin, and pipe segment identification numbers in accordance with City-

specified naming convention, manhole invert elevation for all pipes and rim elevation;

b. Pipe size and material;

c. Catch basin size and type;

d. Pipe flow estimates for various design storm intervals, available capacity, and hydrographs for multiple design storm intervals; and

e. Links to any available video inspection collected as part of Field Investigations.

D. Storm Drain Capital Improvement Program

Using data collected during research and Field Investigations, create a Storm Drain Capital Improvement Program Project List, recommending improvements necessary to maintain a desired level of service for the City's storm drain facilities (such as main lines, manholes, catch basins, detention/retention basins, and pump stations), and to mitigate flooding in areas identified as observed or susceptible to flooding. The CIP Project List should include the following:

1. Condition Assessment

   a. Identify the condition, useful life, and value of the existing storm drain collection system assets.

   b. Establish the asset values and recommend year-to-year replacement costs of aging infrastructure. The remaining useful life of assets shall be assessed by the CONSULTANT using projected-useful-life tables, decay curves, or recent condition assessment studies.

2. Recommended Improvements

   a. Identify improvements (or improvement programs, such as regularly scheduled condition monitoring programs) necessary to meet the City's desired level of service.

   b. Create prioritization criteria to utilize when prioritizing recommended improvements. Criteria should account for:

      i. How critical the facility is to system operations (i.e., ramifications of failure).

      ii. Cost of facility failure and/or flooding (including social and environmental costs, in addition to specific cost of repairs).

      iii. Probability of failure and/or flooding based on condition of facility.

   c. Estimate design and construction costs associated with all recommended improvements or improvement programs.

Create a prioritized list of recommended improvements and improvement programs through 2050 with a detailed focus on near term critical improvements through 2025.

Selected CONSULTANT(s) will be expected to carefully control costs and resources, and complete assigned work on schedule for the Downtown Master Sewer Plan and/or Downtown Master Storm Drain Plan. The CONSULTANT(s) shall assign a project manager who will act as the City's primary contact and will be entirely responsible for the work performed (including sub-consultant work, if applicable). To ensure the project remains on track, the CONSULTANT(s) shall provide an anticipated work schedule, as well as progress reports to the City's project manager at proposed regular intervals.

CONSULTANT shall not commence work on subsequent phases or tasks of work until the 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. ITEMS AND SERVICES TO BE PROVIDED BY THE CITY OF BAKERSFIELD

The City will provide a general description of the project site, its location and boundaries.

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.

SECTION 4. PROJECT TIME SCHEDULE.

The CONSULTANT shall execute its work in a timely manner in order to complete the master studies within the specified time frame for the project. The CONSULTANT should expect to deliver the Downtown Master Sewer Study and/or Downtown Master Storm Drain Study by September 30, 2019.

SECTION 5. PROJECT FEE PROPOSAL.

All firms being interviewed shall submit a fee proposal based on the Scope of Work described in this RFP. For the Downtown Master Sewer Study, CONSULTANT shall break up cost proposal into three phases for purpose of compensation, but overall project is Total Compensation (Time & Material, Not To Exceed). The fee proposal shall be itemized for the following phases of the project and shall be of the type indicated:

1. Sewer– Field Investigation;
2. Sewer– Sewer System Modeling;
3. Sewer – Downtown Master Sewer Study

The Fee Proposal shall be a Time & Material, Not To Exceed for the Sewer – Field Investigation; Sewer – Sewer System Modeling; and Sewer – Downtown Master Sewer Study. The overall Project is Total Compensation (Time & Material, Not To Exceed).

For the Downtown Master Storm Drain Study, CONSULTANT shall break up cost proposal into three phases for purpose of compensation, but overall project is Total Compensation (Time & Material, Not To Exceed). The fee proposal shall be itemized for the following phases of the project and shall be of the type indicated:

1. Storm – Field Investigation;
2. Storm – Storm Drain System Modeling;
3. Storm – Downtown Master Storm Drain Study

The Fee Proposal shall be a Time & Material, Not To Exceed for the Storm – Field Investigation; Storm – Storm Drain System Modeling; and Storm – Downtown Master Storm Drain Study. The overall Project is Total Compensation (Time & Material, Not To Exceed).

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 at the conclusion of each Phase in accordance with the CONSULTANT'S fee proposal which is submitted in response to this RFP.

SECTION 6. SELECTION OF CONSULTANT

After interviewing the firms, the City will select a CONSULTANT for the project. The City will enter into an agreement with one CONSULTANT for the Downtown Master Sewer Study and an agreement with one CONSULTANT for the Downtown Master Storm Drain Study. Should the same CONSULTANT be selected for both Downtown Master Studies, the City will enter into a single agreement with that CONSULTANT. 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 7. SOLICITATION CAVEAT

The PROPOSER and its subconsultants understand and agree that the City of Bakersfield shall have no financial responsibility for any costs incurred by the PROPOSER and its subconsultants in responding to this Request for Qualifications and shall not be liable for any PROPOSER or its subconsultants costs attributed to their own study and investigation or design of a specific project until 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 Request for Qualifications after three days' notice to all prospective PROPOSERS.

SECTION 8. CONTACTS AT THE CITY OF BAKERSFIELD

All questions concerning the project, the submittal of a Fee Proposal, the City's review and evaluation of the Fee Proposals, and the City's selection of a consultant for this project should be submitted in writing and directed to:

Navdip Grewal, Civil Engineer IV - Design Engineering
Public Works Department, City of Bakersfield
Second Floor, City Hall Annex
1501 Truxtun Avenue
Bakersfield, CA 93301
Fax: 661-852-2120
e-mail: ngrewal@bakersfieldcity.us

SECTION 9. ATTACHMENTS TO THIS RFP

The following documents are attachments to this RFP:

- Attachment RFp-1, "Downtown Bakersfield Study Area Map"

AECOM
5001 E. Commercenter Dr. Suite 100
Bakersfield, CA 93309

tel 661.283.2323
fax 661.395.0359

April 15, 2019

Navdip Grewal
Civil Engineer IV-Design Engineering
City of Bakersfield
1600 Truxtun Avenue
Bakersfield, CA 93301

Subject: Revised Fee Proposal for Downtown Master Storm Drain Study (Phase 1)

Dear Navdip,

AECOM is pleased to provide the City of Bakersfield with the attached scope and fee for engineering services for the Downtown Master Storm Drain Study.

We look forward to working on this project. Thank you.

Yours sincerely,

Daniel Cronquist, PE, PLS
Project Manager
daniel.cronquist@aecom.com

Ben Horn, PE
Managing Engineer
ben.horn@aecom.com

Downtown Master Storm Drain Plan – Phase 1
City of Bakersfield
SCOPE OF WORK

Study Limits

Phase 1 of the master study shall be limited to storm water infrastructure generally located between Golden State Avenue, Kern River, Union Avenue, and the BNSF Railway tracks.

Task 1: Research & Mapping

1.1 Conduct project kickoff meeting.

1.2 Conduct weekly conference calls between AECOM's project manager and the City's project manager.

1.3 Review City provided documents related to the downtown storm drain system that are anticipated to include:

- Existing storm drain master plans
- City/County Joint Storm Water Management Plan
- MS4 Phase I NPDES Permit
- CCTV data
- Development plans
- As-built data
- Operation manuals
- Maintenance records

1.4 Meeting with City staff to discuss areas of concern. Three (3) meetings are anticipated to talk with Design, Subdivisions, and General Services.

1.5 A team of two (2) AECOM staff members will traverse specific areas within the study limits identified in Tasks 1.3 and 1.4 to field verify locations of inlets, manholes, and half-pipe culverts. Work is limited to two (2) days of not more than 6 hours each for field observations. AECOM staff will not open manholes or inlets.

1.6 In areas where pipe size or type is unknown and required for the study, a request for further field work will be made to the City's project manager. The City's project manager will then determine if the request can be accommodated based upon City staff availability to do surveying and/or CCTV inspection. Assumptions will be made where data is unavailable.

1.7 AECOM will modify existing City provided GIS layers to include the following attributes where available:

- Manhole, inlet, and pipe segment identification numbers per City naming convention
- Pipe size and material
- Catch basin size and type
- Pipe flow estimates for storm intervals analyzed.

Deliverables:

- *One (1) digital copy of GIS layers and attribute data.*

Task 2: Hydraulic Modeling

2.1 AECOM and Meyer Civil Engineering will review the City's existing drainage design requirements and, if recommended, suggest new drainage design criteria to meet the City's designed level of service.

2.2 Meyer Civil Engineering will prepare a hydrologic and hydraulic model of the storm drain system using the software "StormCAD" by Bentley. The model will be revised to include proposed improvements. Model will be run for the following recurrence intervals using NOAA Atlas 14 data:

- 5-year, 24-hour (Curb Capacity)
- 10-year, 24-hour (Pipe Capacity)
- 50-year, 24-hour (Pump Capacity)
- 100-year 24-hour (Basin Volume)

2.3 AECOM and Meyer Civil Engineering will conduct one (1) workshop at the City's office to review preliminary results of hydraulic model and identify constraints and locations where flooding is an issue.

Deliverables:

- *One (1) digital copy of Technical Memorandum detailing the hydrologic and hydraulic procedures and derivations.*
- *One (1) digital copy of hydrologic and hydraulic model.*

Task 3: Master Study

3.1 Utilizing hydraulic modeling results from Task 2, improvements will be identified as necessary to meet the City's desired level of service.

3.2 Provide a conceptual-level cost breakdown for each recommended improvement.

3.3 Create a prioritized list of recommended improvements.

3.4 Prepare draft written report incorporating data described in previous tasks.

3.5 Meet with City staff to discuss comments on draft report. One meeting to discuss comments on draft report and one meeting to discuss comments on the revised draft report.

3.6 Prepare final written report incorporating comments from City staff on the draft and revised draft reports.

Deliverables:

- *Five (5) hardcopy and one (1) digital copy (PDF) of Draft Master Storm Drain Study*
- *Five (5) hardcopy and one (1) digital copy (PDF) of Revised Draft Master Storm Drain Study*
- *Five (5) hardcopy and one (1) digital copy (PDF) of Final Master Storm Drain Study*

The following meetings are included with this scope of work:

Task	Topic	Qty
1.1	Project Kickoff	1
1.3	Weekly Status Update Calls	15
1.4	Research & Interviews	3
2.3	Hydraulic Model Workshop	1
3.5	Comment Review	2

Schedule

- Draft Report Study to be Issued October 1, 2019
- Revised Draft Study to be Issued October 30, 2019
- Final Study to be Issued November 30, 2019

Assumptions

1. AECOM staff will not open manhole lids or inlet covers.
2. City staff will assist in searching for record documents.
3. City shall provide complete set of GIS data related to storm water infrastructure in downtown.
4. Topographic survey is not included in this scope.
5. Condition assessment is not included in this scope.
6. Workshop is assumed to take not more than 4 hours. Only one workshop is included in this scope.
7. Fifteen (15) weekly meetings are included in this scope.

Project Budget
Phase 1

Downtown Master Storm Drain Study **City of Bakersfield**

Task Description	Personnel Hours								Budget			
	Principal	Senior II	Senior I	Assistant	Clerical	Design/CADD Supervisor	Drafter/CADD Operator	Total Hours	Labor	Subconsultants	Other Direct Costs	Total
Task 1: Research & Mapping												
1.1 Conduct Project Kickoff Meeting			3	6				9	1,185		$ 42	$ 1,227
1.2 Conduct Weekly Status Meetings (Assume 15)			15					15	2,175		$ 76	$ 2,251
1.3 Review City Provided Documents			10	40	8			58	7,010		$ 246	$ 7,256
1.4 Meeting with City Operation Staff (Assume 3)			6	12				18	2,370		$ 83	$ 2,453
1.5 Field Walk Street Network			4	32	8			44	5,140		$ 680	$ 5,820
1.6 Request City Field Investigation				4				4	500		$ 18	$ 518
1.7 Revise GIS Layers		20	8			60	20	108	15,160		$ 531	$ 15,691
Subtotal	**0**	**20**	**46**	**94**	**16**	**60**	**20**	**256**	**$ 33,540**	**$ -**	**$1,675**	**$ 35,215**
Task 2: Hydraulic Modeling												
2.1 Review Existing Drainage Design Requirements	8		8	16				32	4,840		$ 170	$ 5,010
2.2 Prepare Hydrologic/Hydraulic Model (Meyer Civil Engineering)			4	8	8			20	2,140	$ 43,700	$ 75	$ 45,915
2.3 Hydraulic Model Workshop with City (Meyer Civil Engineering)			4	8	4			16	1,860	$ 1,000	$ 65	$ 2,925
Subtotal	**8**	**0**	**16**	**32**	**12**	**0**	**0**	**68**	**$ 8,840**	**$ 44,700**	**$ 310**	**$ 53,850**
Task 3: Master Study												
3.1 Identify Improvements	8	20	30	60				118	17,130		$ 600	$ 17,730
3.2 Prepare Concept-Level Cost Estimates		6	8	20				34	4,740		$ 166	$ 4,906
3.3 Create Prioritized List of Recommended Improvements		6	10	16				32	4,530		$ 159	$ 4,689
3.4 Prepare Draft Written Report			40	60	20	8	40	168	19,820		$ 694	$ 20,514
3.5 Meeting with City Staff to Discuss Comments (Assume 2)			4	4				8	1,080		$ 38	$ 1,118
3.6 Prepare Final Written Report			10	20	4	4	8	46	5,590		$ 196	$ 5,786
Quality Control & Project Management	18		8		8			34	5,500		$ 193	$ 5,693
Subtotal	**26**	**32**	**110**	**180**	**32**	**12**	**48**	**440**	**$ 58,390**	**$ -**	**$2,045**	**$ 60,435**
Total	**34**	**52**	**172**	**306**	**60**	**72**	**68**	**764**	**$100,770**	**$ 44,700**	**$4,030**	**$ 149,500**

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent – Agreements o.

TO: Honorable Mayor and City Council

FROM: Alan Tandy, City Manager

DATE: 6/11/2019

WARD:

SUBJECT: Agreement with GPS LockBox ($74,000) for installation services for non-public safety two-way communications project.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement.

BACKGROUND:

City public safety staff members rely upon their handheld and vehicle radios for critical daily communications. The City's existing land mobile radio (LMR) system is aged, no longer supported by the manufacturer and is need of replacement. Currently, non-public safety staff (Public Works, Recreation and Parks, Water Resources, and Development Services) are using the existing LMR system for radio communications. Non-public safety staff do not require the extensive feature set of a public safety-rated radio. As such, staff has identified the use of cellular push-to-talk (PTT) technology as a viable alternative for non-public safety staff members. Cellular PTT technology has matured since the early implementations and is an excellent solution for group communications not requiring stringent public safety criteria.

Cost savings are realized through the use of cellular PTT for non-public safety, in that public safety radio costs range from $3,000 to $9,000 per unit, whereas cellular PTT phones range from $50 to $350 per unit. Using cellular PTT to replace the over 500 radios in use by non-public safety personnel, staff expects to have an initial savings of $1.2 million for the first year of use of cellular PTT as compared to the capital expense of replacing the existing radios with new digital radios. Additionally, the $1.2 million savings would fund the use of the 500 cellular PTT devices for 10 years including service costs and regular equipment replacements. The cellular PTT has the ability to be installed in vehicles to emulate a radio with a hand-mic and speaker.

To facilitate installing the equipment in the City's fleet of approximately 400 vehicles in a timely manner City staff determined that contract services are needed. The City issued a request for proposal for these services. On May 31, 2019, the City received three proposals for this project from:

- GPS LockBox, Las Vegas, NV
- Communications Enterprises Inc, Bakersfield, CA
- Blackhole Tech, Bakersfield, CA

City staff recommends approval of an agreement with GPS LockBox based on their qualifications and cost proposal being the most favorable to the City. Funding for this agreement comes from the Equipment Management Fund. Staff recommends approval of the agreement to not to exceed $74,000.

ATTACHMENTS:

	Description	Type
🗋	Agreement	Agreement

AGREEMENT NO. _____

INDEPENDENT CONTRACTOR'S AGREEMENT

[Over $40,000]

This **INDEPENDENT CONTRACTOR'S AGREEMENT** ("Agreement") is made and entered into on _____, by and between the **CITY OF BAKERSFIELD,** a municipal corporation, ("CITY") and GPS Lockbox ("CONTRACTOR").

RECITALS

WHEREAS, CONTRACTOR represents that CONTRACTOR is experienced, well qualified and a specialist in the field of car, truck, heavy equipment, and vehicle accessory installation and service.

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: install of City supplied push-to-talk in-vehicle kits into non-public safety vehicles ("Scope of Work"). 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 of not to exceed $74,000 after the Scope of Work is completed to CITY's satisfaction as shown on **Exhibit A**.

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 $74,000 for performing the Scope of Work.

3. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on June 30, 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 licensees 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 <u>General Provisions Applying to All Insurance Types</u>.

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: GPS Lockbox
3225 McLeod Dr., Ste #110
Las Vegas, NV 89121

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 27-4615097
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

By:_____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
Andrew Heglund
Deputy City Attorney

Insurance:_____

APPROVED AS TO CONTENT:
CITY MANAGER'S OFFICE

By:_____
Alan Tandy
City Manager

COUNTERSIGNED:

By:_____
NELSON SMITH
Finance Director

"CONTRACTOR"
GPS LOCKBOX

By:_____

Print Name:_____

Title:_____

Attachment: Exhibit A

EXHIBIT A

GPS LOCKBOX

May 31, 2019

From:

GPS Lockbox
3225 McLeod Dr., Ste #110
Las Vegas, NV 89121
(844) 812-6997
Installation Bid Contact: Dennis King

To:

City of Bakersfield
Technology Services
ATTN: Aaron Kennedy
1600 Truxtun Ave
Bakersfield, CA 93301

RE: 2019 Push-to-Talk for Non-Public Safety

Thank you for the opportunity to provide a quote for the installation of GPS Lockbox PTT Vehicle kits per RFP dated May 15, 2019. Below is the cost summary as requested:

Qty	Device Type	Item#/ Description	Price	Total
202	PKGV2-KYODFP2-LB-HW	Installation - PTT Package (Unitized) including electrical for PTT Power and 2.4A Hardwire Charger	125.00	25,250.00
180	KYODURAXVLTE-LB-HW	Installation - PTT Package (Unitized) including electrical for PTT Power and 2.4A Hardwire Charger	125.00	22,500.00
116	External Speaker Install	Installation of exterior speaker including speaker selector switch installed in cab	30.00	3,480.00
116	Exterior speaker and Selector switch (Parts)	Exterior speaker and related parts for switching speaker (Selector will vary depending on vehicle type)	41.96	4,867.36
240	Removal	Remove Two way Radios	7.50	1,800.00
			Sub-Total	$ 57,897.36
			Gen. Cond.	$ 13,960.22
Call Back Charge	**$ 944.00**		**Total**	**$71,857.58**

Terms and conditions:

1) Start date shall be a minimum of 2 weeks from receipt of Purchase Order.
2) Estimated number of vehicle installations per day is 18 vehicles (Maximum 36 vehicles). Customer time line requirements shall set number of installations per day. Quantity requirements must be evenly distributed across project or allow 1-2 weeks prior to accelerating.
    a) Customer shall make available a minimum of 18 vehicles available across sites.
        i) Customer shall pay an additional amount equal to the install labor shown above ($ 125.00) for vehicles not made available where GPS Lockbox installers must leave site for lack of work.
        ii) In the event GPS lockbox must leave project due to lack of vehicle and remobilize, customer shall pay an additional mobilization of $ 944.00 for each occurrence.
3) Duration of project shall be approximately 5 weeks.
4) All work will be performed by GPS lockbox employees under GPS Lockbox supervision.
5) GPS Lockbox shall be responsible for the storage of its equipment and tools. Customer shall be responsible for the storage and security of the PTT kits that are shipped to them.
6) GPS Lockbox shall warranty materials for a period of two years and labor for a period of 180 days from the date of installation.

Please feel free to contact us should you require any additional information

Regards,

Dennis King

GPS Lockbox
Operations manager

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent – Agreements p.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 5/17/2019

WARD: Ward(s) 1, 6

SUBJECT: Wastewater Division Maintenance Management Software Project:

1. Agreement with EAM Solutions, LLC ($165,000) to install and implement the software, Infor EAM, for said project.
2. Appropriate $15,000 in Sewer Enterprise Fund Balance to the Public Works Department Capital Improvement Program budget for said project.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement and the appropriation.

BACKGROUND:

The Wastewater Division is in need of a computerized maintenance management system (CMMS) software to improve treatment plant operations and maintenance programs. The software makes it possible for staff to maintain a database of equipment and parts, and track items such as maintenance schedules, work orders, and repair costs. Use of this software will improve the preventative maintenance program; overall organization and asset management; and forecasting future capital improvement projects. CMMS software implementation requires a consultant with expertise in developing the software in order to ensure staff can be properly trained to use it.

To determine which CMMS software to select, Wastewater Division and Technology Services staff performed an audit and researched which CMMS software is the most widely used in the wastewater treatment industry in California. Staff identified two types of CMMS software that would accomplish all of the City's needs: IBM Maximo and Infor EAM.

Item 1: On March 19th, staff released a request for proposals (RFP) to select a consultant capable of installing and implementing either IBM Maximo or Infor EAM, and train staff how to use it. The selection of the consultant was based on submitted statement of qualifications (SOQ) and the fee proposals for the scope of work. The SOQ provided each consultant's experience, qualifications, and plan to implement the software for the most success. The City received two responses to the RFP:

- Total Resource Management, Inc. (IBM Maximo software)
- EAM Solutions, LLC (Infor EAM software)

Upon review of each consultant's SOQ and their fee proposals, Wastewater Division and Technology Services staff determined EAM Solutions, LLC is the most qualified to perform this project. The total compensation required to carry-out this project is $165,000.

Item 2: This project is currently underfunded, requiring an additional $15,000 from the Sewer Enterprise Fund balance. Since this project is for both Wastewater Treatment Plants No. 2 and No. 3, $7,500 from each plant's reserve fund will be allocated to the project account for a total appropriation of $15,000.

This project will be funded by the Sewer Enterprise Fund. Therefore, there will be no impact to the General Fund.

ATTACHMENTS:

	Description	Type
	Agreement - EAM Solutions	Agreement
	Exhibit A	Exhibit
	Exhibit B	Exhibit

AGREEMENT NO._____

CONSULTANT AGREEMENT

This **CONSULTANT AGREEMENT** is made and entered into on _____ ("Effective Date"), by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("CITY"), and **EAM SOLUTIONS, LLC,** a Limited Liability Company ("CONSULTANT").

R E C I T A L S

WHEREAS, CITY desires to purchase, install, and implement a new computer maintenance management system software for the Wastewater Division (the "Project"); and

WHEREAS, since CITY does not have expertise currently on staff to implement the Project, CITY has issued a Request for Proposal (RFP) for those services; and

WHEREAS, after reviewing the RFP, including the Technical Provisions dated March 19, 2019, and being satisfied that it understands the Project's requirements, CONSULTANT has submitted a response to the RFP, which includes a scope of work and cost proposal; and

WHEREAS, CONSULTANT represents that it is experienced in the fields of programming and computer science as required for the Project and that all of its officers, partners, and/or principals are licensed professionals in these professional areas with the appropriate professional degrees; and

WHEREAS, 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, CITY and CONSULTANT agree to renew the annual license for the computer maintenance management system software for a total of five years; subject to the approval by City Council each year, through a written amendment modifying the Compensation and Term clauses; and

WHEREAS, based on these representations and all other representations made by CONSULTANT to CITY, CITY desires to retain CONSULTANT to perform the Scope of Work.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONSULTANT mutually agree as follows:

1. **SCOPE OF WORK**. In exchange for the Compensation (defined below), CONSULTANT must competently and thoroughly install and implement the Project as more specifically described in the RFP, attached as **Exhibit A** and incorporated herein by reference, and in CONSULTANT's scope of work, attached hereto as **Exhibit B** and incorporated herein by this reference (collectively, the project description in the RFP and CONSULTANT's scope of work are referred to as "Scope of Work"). 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 CONSULTANT as follows ("Compensation"):

   Fixed Fee. CITY will pay CONSULTANT a fixed fee of One Hundred Sixty-Five Thousand Dollars $165,000.00 on a monthly basis based upon the percentage of the Scope of Work completed. This fixed fee will not be altered unless there is a significant alteration in the scope, complexity, or character of the Scope of Work.

   CITY will pay CONSULTANT within 30 days after 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 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 CONSULTANT. In no case will CITY compensate CONSULTANT more than One Hundred Sixty-Five Thousand Dollars $165,000.00 for performing the Scope of Work.

3. **TERM.** Unless terminated sooner as set forth herein, this Agreement shall terminate on July 1, 2020. The contract is renewable for four one-year periods at the CITY's option and upon mutually agreeable terms.

4. **TERMINATION FOR CAUSE.** If at any time CITY becomes dissatisfied with the CONSULTANT's performance under this Agreement, CITY may terminate this Agreement after providing CONSULTANT with ten-days written notice.

5. **STARTING WORK.** 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.** CONSULTANT must complete all assigned tasks set forth in the Scope of Work no later than July 1, 2020.

7. **CONTRACT ADMINISTRATOR**.

CITY's Contract Administrator is:

Name: Zachary Meyer
City of Bakersfield
1600 Truxtun Avenue
Bakersfield, California 93301
Telephone: (661) 326-3249

CONSULTANT's Project Manager shall be designated as:
Keith Carmen
EAM Solutions, LLC
1717 St. James Place – Suite 600
Houston, TX 77056
Telephone: 979-388-0276

The Contract Administrator and the Project Manager shall be the primary contact persons for CITY and CONSULTANT, respectively.

8. **COMPLIANCE WITH ALL LAWS.** CONSULTANT shall, at 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 CONSULTANT's performance of the Scope of Work as an independent contractor. 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 CONSULTANT other than that of an independent contractor.

10. **DIRECTION.** CONSULTANT retains the right to control or direct the manner in which the services described herein are performed.

11. **EQUIPMENT.** CONSULTANT will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.

12. **KEY PERSONNEL.** 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. 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, CONSULTANT shall not change such personnel without CITY's written approval.

13. **LICENSES**. CONSULTANT shall, at 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 CONSULTANT to practice its profession in the State of California and perform the Scope of Work. CONSULTANT must also ensure that all employees or subcontractors assigned to perform any portion of the Scope of Work are properly licensed. If CONSULTANT is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If CONSULTANT is a partnership, at least one partner shall hold the required licensees or professional degrees. CONSULTANT must provide proof that the requirements of this section are met when requested by CITY.

14. **CONFLICTS OF INTEREST**. 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 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, 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, 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, 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 CONSULTANT must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to CITY's advance approval, 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 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 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 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 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 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 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 CONSULTANT of third party claims relating to this contract. CITY shall be allowed to recover from CONSULTANT, and CONSULTANT shall pay on demand, all costs of notification.

20. **INDEMNITY**.

20.1 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 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 CONSULTANT or 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 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 CONSULTANT.

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, 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, 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 CONSULTANT prepares and confidential information given to 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.** 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 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 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

CONSULTANT: **EAM SOLUTIONS, LLC**
1717 St. James Place – Suite 600
Houston, TX 77056

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 CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation, become CITY property.

38. **TAX NUMBERS.**

CONSULTANT's Federal Tax ID Number 26-4737993
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

By:_____
KAREN GOH, Mayor

"CONSULTANT"
EAM SOLUTIONS, LLC

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:_____
JOSHUA RUDNICK
Deputy City Attorney II

Insurance: _____

COUNTERSIGNED:

By:_____
NELSON SMITH
Finance Director

Attachments: **Exhibits A, B**
Insurance Documents

EXHIBIT A

City of Bakersfield

Request for Proposal

For:

Consulting Services

Project Name:

Computerized Maintenance Management Software (CMMS) Purchase and Implementation for the Wastewater Division

Date:

March 19th, 2019

Technology Services Division

1600 Truxtun Avenue

Bakersfield, California 93301

1-661-326-3016

www.bakersfieldcity.us

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A. BACKGROUND

The City of Bakersfield's Public Works Department administers a Wastewater Division within its department. The Wastewater Division consists of two wastewater treatment plants rated at 25 million gallons per day (MGD) and 32 MGD respectively. The division consists of 40 employees ranging from clerical staff, inspectors, operators, mechanics, supervisors, electricians, service maintenance workers, lab technicians, and engineers. The division is solely responsible for wastewater treatment at the plants. The wastewater collection system is managed and maintained by a separate division within the Public Works Department. Equipment at the plants range from aeration blowers, large sewage pumps, boilers, centrifuges, transfer and mixing pumps, clarifier drives, recirculation pumps, and other large pieces of industrial equipment.

The Wastewater Division explored possible CMMS solutions that would best fit the needs of the Division, and account for future growth not only for the Wastewater Division, but for the Public Works Department as well. There are two types of CMMS for consideration under this **Request for Proposals (RFP):**

- IBM Maximo (Maximo)
- Infor EAM (Infor)

B. **OVERVIEW**

The Wastewater Division is seeking the services of a qualified firm to purchase, install, and train staff to implement one of the two defined CMMS (Maximo or Infor). The objective of the firm will be to:

1. Purchase CMMS software on behalf of the Wastewater Division.
2. Install the CMMS software in coordination with City of Bakersfield's Technology Services Division.
3. Train division staff how to use the software and implement various aspects of the software.

C. SCOPE OF WORK

The scope of work shall include the following:

1. Purchase CMMS that firm is recommending to the City's Wastewater Division.
    a. The Wastewater Division desires the CMMS to run on a cloud base format.
    b. Attachment – 1 shows some of the Wastewater Division organization and the desired access for each position(s).
    c. The Wastewater Division will not require applications in mobile devices at this time.
2. Install the CMMS with coordination from the City's Technology Services.
    a. There will be 4 workstations at Plant 2 that will have the software with varying degrees of access. There will be 14 workstations at Plant 3 that will have the software with varying degrees of access.
3. Assist the Wastewater Division with training and implementation. The City's Technology Services Division will assist as well on an as needed basis.
    a. Training and implementation services will be broken down in phases as shown below (this will begin after complete installation):
        i. Phase 1: one day (8 hours) once a week for a period of 6 weeks. Total of 48 hours.
        ii. Phase 2: one day (8 hours) every other week for a period of 12 weeks. Total of 48 hours.
        iii. Firm shall also submit a daily rate sheet for training during Phase 2. The City may elect to have additional training on an as needed basis. After Phase 2.
        iv. Costs for training assume remote training. Firm shall include the costs for onsite training as an option. The City may elect to have none, some, or all of the training conducted onsite.
    b. Attachment – 2 provides a description of each treatment plant and the type of equipment and processes that are used for the Firm to reference.

The City's Wastewater Division wishes to accomplish the following objectives with the CMMS listed in order of priority:

i. Overview of CMMS and how to use it.
ii. Upload all assets from Plant 2 and Plant 3 into CMMS
iii. Generate service requests for each asset.
iv. Generate preventative maintenance schedules & routines for each asset.
v. Generate reports.
vi. Track employee hours in general and for time invested on work orders.
vii. Upload spare parts, tools, and other miscellaneous items to track inventory.
viii. How to track asset costs, outside contractor costs, meters, run hours, employee time spent on assets.
ix. Interface with SCADA systems. Please note that each plant has a unique and different SCADA system tailored to each plant.
x. Track employee trainings, certifications, and ensuring employees have proper certifications to complete specific work orders.
xi. Use CMMS to forecast major projects shown in a five year capital improvement program.
xii. Other topics pertaining to coding, writing functions, creating key performance indicators, and other technical aspects of the CMMS may need to be addressed by firm throughout the 3 phases of implementation.

4. Not included in the scope of work:
    a. Computer purchases
    b. Creating initial list of assets and spare parts (inventory).

All training and implementation will be coordinated with the City's Wastewater Division staff and will occur on Wednesdays.

D. PROPOSAL TIMELINE

The City's Wastewater Division staff created a project procurement timeline with milestone dates and schedule below. Submittal of a proposal indicates the respondent can and will meet the timeline requirements, provided that information requested from the City of Bakersfield staff is delivered on a timely basis.

Request for Proposal issued	March 19 , 2019
Questions or comments due	5pm PST, April 15, 2019
Answers to questions or comments	April 18, 2019

Proposals due	5pm PST, April 23, 2019
RFP evaluations (tentative)	April 24, 2019 through April 29, 2019
Proposal selection announced (tentative)	April 30, 2019
Contract award (tentative)	Council Meeting of May 22, 2019
Commencement of project (tentative)	As soon as practical after contract award

E. PROPOSAL CONTENT

The proposal must include two documents: a Statement of Qualifications (SOQ) and a Fee Schedule. The SOQ shall include the following information:

CMMS Information

1. CMMS company name, main office location, local offices in California, and contact for Bakersfield service area.
2. A submittal that outlines the tasks, functions, and overall ability of the CMMS as it pertains to the City's objectives detailed in Section – C, Item 3 – b above.

Firm installing and implementing CMMS information

1. Cover letter from the organization signed by the individual who is authorized to sign contracts with the City of Bakersfield.
2. Legal status of the organization (sole proprietor, corporation, etc)
3. How long the organization has been in business and how many employees are within the organization.
4. Principal location of the business and local offices in California.
5. Federal tax ID
6. Contact information
7. Description of the services offered by the organization and how they differ from other potential respondents (what makes them a better choice).

Firm References

1. Provide the name, address, telephone number, and email address of five (5) current clients of a similar size to the City of Bakersfield where the firm successfully installed and implemented a CMMS. The information should be that of an official

that The City of Bakersfield may contact as a reference with relevant knowledge of the quality of services provided by the firm.

2. Provide a summary of the scope of work or projects that make the above contact relevant to this RFP.
3. Out of the five above five references, at least three of the references must be in California. These references must have oversight over at least one of the following: wastewater treatment plants, wastewater conveyance systems, water treatment plants, or water distribution systems. It is highly desirable that these references come from public agencies.

Responder's Statement of work/ project plan requirements:

The proposal submitted in response to this RFP should include a statement of work or project plan that details the services and deliverables firm will be performing, including;

1. Detail of how the firm will communicate with the City of Bakersfield's Wastewater Division before, during, and after the CMMS is installed and implemented.
2. Description of the management and quality controls utilized, with anticipated potential problems and the firm's approach to resolution.
3. Description of the expected assistance or deliverables from the City of Bakersfield to ensure successful installation and implementation.

Firm personal:

For each of the responder's project manager and other key personnel assigned to this project, provide the following information:

1. Employee name and title
2. Job function in this project (manager, team, lead, engineer, tester, etc.)
3. Time the employee has worked for your company in years
4. Relevant training, certifications, and experience.
    a. For experience, please list previous projects and duties that show why the project manager and key personnel are qualified for this project.

Describe the procedure in the event that one of the above personal are either no longer assigned to the project or leaves the Firm. Firm must notify the City of Bakersfield about the change in staffing.

Sample Agreement Conditions:

Attached to this RFP is Attachment 3 – Design Consultant Sample Agreement. Firms responding to the RFP must read the sample agreement. Any questions or modification requests to the RFP must be made no later than April 18, 2019. Any modifications to the sample agreement will be made through a public addendum prior to the due date for the RFP submittal. The person responsible for signing the agreement must sign the sample agreement on the last page to acknowledge consent of the conditions of the agreement.

Insurance Requirements

Firm shall submit documentation to show they have the met the proper insurance requirements that the City requires. This information can be found under Section I of this document.

Fee Schedule (Submitted separately from the SOQ)

The Fee Schedule shall include the following information:

1. The firm shall complete the following table to determine their overall proposal fees:

Item	Description	Costs
1	Initial Purchase Price of CMMS	
2	Installation of CMMS	
3	Six 8-Hour Training Sessions in consecutive weeks	
4	Six 8-hour Training Sessions every other week	
5	Annual Software Renewal Fees (3 options)	
	TOTAL=	

2. Item 3 and Item 4 should represent remote training.
3. For Item 3 and Item 4, Firm shall include an additional mark-up price if the City elects to have the training onsite.
4. Firm shall also submit a proposal for one-day 8-hour training beyond the initial 18 weeks of implementation (for both remote and onsite training). This fee will be used to contract additional training days at the City's discretion for up to one year from the original contract date.
5. For Item 5, Firm shall submit 3 different fee proposals for the following options:
    a. Software Licensing Fees for a 1 year period.
    b. Software Licensing Fees for a 3 year period.

c. Software Licensing Fees for a 5 year period.
    i. City will select one of the three options that it believes is most favorable to the City. This value will be inserted into Item 5.

F. Selection Criteria

The proposals will be evaluated based on the following criteria and the City of Bakersfield will make the final decision on contract award.

The City of Bakersfield may, at is sole discretion, request any or all of the respondents make an oral presentation either in person or remotely (conference call, webex, etc.) to evaluate the proposals submitted. Not all responders may be asked to make such a presentation. The presentations will provide the responders with an opportunity to answer questions from the City of Bakersfield's evaluators.

Proposals will be evaluated on the following weighted criteria;

1. Ability to meet the Wastewater Division's objectives as defined in Section – C, Item 3 – b
2. Quality and approach of the statement of work/ project plan
3. Qualifications of the firm
4. Qualifications of the assigned team
5. Quality of the references
6. Proposed deliverables
7. Agreement to consent to conditions in Design Consultant Agreement
8. Ability to meet insurance requirements
9. Total proposal costs

G. CONTACT INFORMATION

Procedure for submitting questions regarding this RFP

Any questions or comments firms have that are necessary to reply to this RFP should only be made in writing via email to the below listed on or before 5:00pm PST date listed in section D PROPOSAL TIMELINE:

Zac Meyer
Wastewater Manager
zmeyer@bakersfieldcity.us

And carbon copied to:

Aaron L. Kennedy
Assistant Director of Technology Service
akennedy@bakersfieldcity.us

H. INSTRUCTIONS FOR SUBMITTING PROPOSALS

Sealed responses must be dropped off in person or sent via US Mail to:

City of Bakersfield
Technology Services
ATTN: Zac Meyer & Aaron Kennedy
1501 Truxtun Ave
Bakersfield, CA 93301

1. Firms will submit their responses in securely closed and suitably sealed envelopes no later than the indicated closing date and time. The Firm must submit Three (3) copies of the Statement of Qualifications (SOQ) and One (1) copy of the Fee Proposal in separate sealed envelope. The envelopes must be clearly marked as follows:
    a. For the outer envelope, please include the name of the firm, City of Bakersfield, and the words "Statement of Qualifications and Fee Proposal for Wastewater Division CMMS." Please include the three copies of the SOQ and the fee proposal in a separate sealed envelope that has the firm's name and has the words: "Fee Proposal for Wastewater Division CMMS."
2. The SOQ will contain all of the comprehensive details shown under Section E – Proposal Content under the SOQ requirements.
    a. Any responses received with pricing in the SOQ will be disqualified and removed from selection.
3. The Fee Proposal will contain only pricing information shown under Section E – Proposal Content under the Fee Proposal Requirements.
    a. Price and costs should include a breakdown of the costs with optional items clearly identified with any caveats on inclusion or exclusion.
4. The first stage of the review will open and consider only the SOQ from the firms.
    a. Only those responses that satisfy the requirements of the RFP will continue to the second stage.
5. The second stage will consider the Fee Proposal of only those firms who satisfy the technical response requirements.
6. Proposals received in any other manner or received after the closing date and time will be invalidated and will not be considered.

I. GENERAL TERMS AND CONDTITONS

Insurance Requirements:

The City of Bakersfield has the following mandatory insurance requirements for firms, vendors, and contractors who perform projects. These requirements must be met prior to any agreement being finalized.

Commercial General Liability

1. Current policy with limits of no less than $1,000,000 per occurrence
2. Coverage must be on an occurrence basis, verses claims made
3. An additional insured endorsement is required and must include the following language:
   *"The City of Bakersfield, its mayor, council, officers, agents, employees and volunteers are included as an insured"****

Auto Liability

1. Current policy with limits of no less than $1,000,00 per occurrence and must include coverage for owned, non-owned and hired autos.

Workers Compensation

1. Current policy with limits of no less than $1,000,000
2. Waiver of sub-rogation endorsement is required in favor of the City.

Please Note

*** A statement on a certificate of insurance naming the City of Bakersfield of Bakersfield as an additional insured is not sufficient: copy of the policy endorsement naming the City as such must be included.***

- The City is to be provided at least 30 day written notice of policy cancelation or if there are any material changes in the policy language or terms.
- All policies provided must be primary insurance and have a Best's insurance rating of A-/VII or better.
- If any work is subcontracted or sub-consulted, all insurance requirements as set forth above are required of the sub-contractor or sub-consulter.

Listed above are the minimum requirements currently in effect and are subject to change. The City of Bakersfield reserves the right to change, alter or modify the requirements based on the elements of a particular project.

Addenda to the RFP:

Important Notice - Any revisions to the Request for Proposal will be issued and distributed as addenda. The City will not be responsible for oral interpretations given by any City employee, representative, or others. Firms are cautioned that any statements made that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment (addendum) to the Request for Proposal document. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given.

Note: It is the responsibility of each firm to ensure that they have a complete, up-to-date request for proposal package, including any addenda, and that the City has their correct business name and address on file. If you have obtained this document from a source other than directly from the City of Bakersfield Technology Services Division, you are not on record as a plan holder. Any prospective firm who obtained a set of request for proposal documents from anyone other than the City is responsible for advising the City that they have a set of contract documents, thus placing you on the plan holder's list. The City takes no responsibility to provide addenda to parties not listed by the City as a plan holder.

If any addenda are issued to this Request for Proposal, the City will attempt to notify all prospective responders who have secured same. However, it will be the responsibility of each firm, prior to submitting their proposal, to contact the Wastewater Division at 661-326-3249 to determine if addenda were issued and to make such addenda a part of the proposal. The City reserves the right to revise or amend the specifications up to the time set for opening the proposals.

Firms shall acknowledge receipt of any addenda to the solicitation by signing and returning the addenda with the proposal and by identifying the addenda numbers and dates in the space provided for this purpose on the proposal form. Any addenda or bulletins issued shall constitute a part of the contract documents.

Questions and Comments:

Firms should carefully review this Request for Proposal for defects and questionable or objectionable matter. Questions and comments regarding this Request for Proposal must be submitted in writing, either by e-mail no later than **5:00 p.m.** on the date specified in section D PROPOSAL TIMELINE. The questioner's company name, address, phone and fax numbers and contact person must be included with the questions or comments. Questions and answers thereto shall be provided to all prospective firms in the form of an addendum via email. Questions of a proprietary and competitive nature relating solely to the business interests of the questioner will be answered in strict confidence via individual and confidential communication such as e-mail, telephone

or fax and the answers thereto will not be shared with all potential firms. Submit questions or comments to the following:

Zac Meyer
Wastewater Manager
Email zmeyer@bakersfieldcity.us

In addition, carbon copied to:
Aaron Kennedy
Assistant Director of Technology Services
Email akennedy@bakersfieldcity.us

Taxes:

Required taxes and any and all other applicable charges must be included in the proposal. The City **is not exempt** from California State Sales Tax.

Modification or Withdrawal of Proposals:

Any firm who wishes to make modifications to a proposal already received by the City must withdraw his proposal in order to make the modifications. Withdrawals must be made in accordance with the terms and conditions of this solicitation. All modifications or withdrawals must be made in ink, properly initialed by firm's authorized representative, executed, and submitted in the same form and manner as the original proposal. It is the responsibility of the firm to ensure that modified proposals are resubmitted before the time announced for the opening of proposals.

Relief from Proposal:

Should a firm claim a mistake was made in its quotation, firm shall, within five (5) calendar days after the proposal opening, give the City written notice of the alleged mistake and detail in said notice, the circumstances under which the mistake occurred. Final determination of relief from the proposal shall be made by the City Council.

Attachment – 1: Wastewater Division Access Level for CMMS

- **Wastewater Manager**: complete access to all aspects of the software.
- **Wastewater Treatment Superintendent**: complete access minus some minor exclusion.
- **Engineer III and Engineer I**: complete access minus some exclusion (more restrictions than above).
- **4 Supervisor II positions**: access to their respective areas (maintenance, operations, etc.).
- **3 Mechanics and 3 Electricians**: ability to generate and write work orders, service requests, order parts, create PM schedules, assist with inventory. There is 1 electrician and 1 mechanic at Plant 2, and 2 mechanics and 2 electricians and Plant 3.
- **1 Service Maintenance Worker**: ability to open and close work orders, access inventory. Plant 3 only.
- **14 operators**: will log on to one of two work stations (one at each plant) where they can open or close work orders and add commentary if needed. 5 operators at Plant 2, 9 at Plant 3.
- **1 clerical staff**: should be able to help input raw data to help build up the assets and inventory that will go into the CMMS.
- All staff should be able to log on and generate service requests or add comments to work orders.

Attachment – 2: Wastewater Division Treatment Plant Descriptions

Wastewater Treatment Plant No. 2

Plant 2 is a 25 MGD (million gallons per day) wastewater treatment plant. Its primary form of wastewater treatment is a trickling filter with settling tanks. Sludge removed in the settling tanks is treated via anaerobic digestion and is dewatered in drying beds. Dried sludge is then hauled offsite at City owned farm fields.

Staff:

1 Supervisor
5 Certified Operators
1 Lab Tech
1 Mechanic
1 Electrician
1 Facility Worker

Area and equipment:

Headworks consisting of two bar screens with automatic rake mechanisms, screenings compactor and conveyor, and 4 raw influent pumps.

Grit chamber consisting of two channels, air diffusers, two pumps, and one grit classifier.

Primary clarifiers consisting of influent and effluent distribution boxes, three primary clarifiers each with sweeping and skimming mechanisms, three primary sludge pumps, one scum pit with submersible pumps.

Trickling filter stage with 5 recirculation pumps, 3 trickling filters with synthetic media, and 4 transfer pumps.

Secondary clarifiers with influent distribution box, 3 clarifiers each with sweeping and skimming mechanisms, and three sludge pumps.

Anaerobic digestion consisting of 3 anaerobic digesters, 3 mixing pumps, 3 boilers and heat loops, digester gas conveyance system and one flare.

Cogeneration system consisting of two cogen engines.

Septage and grease receiving station consisting of 6 rock traps, two septage screening units, septage pit with two transfer pumps and aeration system, 1 grease holding tank with 2 recirculation pumps and two transfer pumps.

Foul air system with 3 fans and wood chip media filtration.

Sludge drying beds consisting of 18 beds and sludge decanting system with two decant pumps.

Secondary effluent storage reservoirs consisting of 9 reservoirs, and pumping stations with 4 pumps.

Two back-up generators.

Cannot export excess power produced onsite.

Wastewater Treatment Plant No. 3

Plant 3 is a 32 MGD (million gallons per day) wastewater treatment plant. Its primary form of wastewater treatment is activated sludge with settling tanks. Plant 3 is also capable of secondary treatment via filtration and disinfection with sodium hypochlorite (2 MGD). Plant 3 is also capable of nitrogen removal. Sludge removed in the settling tanks is treated via anaerobic digestion and is dewatered with centrifuges. Dewatered sludge is then hauled offsite daily at City owned farm fields.

Staff:

2 Supervisors
9 Certified Operators
1 Lab Tech
1 Lab Assistant
2 Mechanics
2 Electricians
1 Service Maintenance Worker
1 Heavy Equipment Operator

Area and equipment:

Headworks consisting of 3 bar screens with automatic rake mechanisms, screenings compactor and conveyor, and 5 raw influent pumps.

Grit chamber consisting of two vortex channels, air diffusers, two pumps, and two grit classifiers.

Primary clarifiers consisting of influent and effluent distribution boxes, 8 primary clarifiers each with sweeping and skimming mechanisms, 6 primary sludge pumps, and 8 scum pits.

Aeration basin stage with activated sludge: influent and effluent channels with air diffusers, 10 aeration basins, 10 return pumps, 20 anoxic mixers, hundreds of fine bubble air diffusers, 2 agitation air blowers, 5 aeration air blowers. .

Secondary clarifiers 4: clarifiers each with sweeping and skimming mechanisms, 2 scum pits, and seven sludge pumps.

Dissolved air flotation thickener (DAFT): 2 DAFT's, 2 sludge pumps, each DAFT has sweeping and skimming mechanisms, 2 polymer pumps and 2 air pressure regulators.

Anaerobic digestion consisting of 6 anaerobic digesters, 6 mixing pumps, 6 boilers and heat loops, digester gas conveyance system, three gas booster blowers, sludge transfer station with two pumps, 4 centrifuge feed pumps, gas treatment system and one flare.

Cogeneration system consisting of two cogen engines. There is a heat recovery system using the exhaust that is offline (would heat digesters).

Septage and grease receiving station consisting of 3 rock traps, two septage screening units, septage pit with two transfer pumps and aeration system, 1 grease holding tank with 2 recirculation pumps and two transfer pumps.

Foul air system with 7 fans and wood chip media filtration.

Sludge dewatering facility with 4 centrifuges, 4 inline grinders, 4 polymer pumps with mixing systems, dewatered sludge conveyance system, and two truck scales.

Secondary effluent percolation ponds consisting of 9 ponds, and pumping stations with 4 pumps.

Solar field that is a 1 mega-watt single axis tracking system with numerous combiner boxes, 4 inverters, and step-up transformer. Limited in the number of inverters that can remain online during cogeneration runtime.

Cannot export excess power produced onsite.

Tertiary treatment system: one poly-aluminum storage tank, one sodium hypochlorite storage tank, 3 feed pumps, two chemical feed pumps, cloth media filter, two chlorine contact chambers, 4 return/transfer pumps, and one 3 million gallon storage tank with air tanks for distribution and conveyance.

Several back-up generators.

Attachment 3

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 _____, a _____ *(a California Corporation, Hawaii Corporation, Delaware Corporation, Individual, etc.)* ("DESIGN CONSULTANT").

R E C I T A L S

WHEREAS, CITY is currently developing the _____ (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 _____, 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 $_____ 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.

   2.2 Fixed Fee. CITY will pay DESIGN CONSULTANT a fixed fee of $_____ on a monthly basis based upon the percentage of the Scope of Work completed. This fixed fee will not be altered unless there is a significant alteration in the scope, complexity, or character of the Scope of Work.

   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 $_____ for performing the Scope of Work.

3. **TERM.** Unless terminated sooner as set forth herein, this Agreement shall terminate on _____.

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 _____.

7. **CONTRACT ADMINISTRATOR**.

CITY's Contract Administrator is:

Name: _____
City of Bakersfield
1600 Truxtun Avenue
Bakersfield, California 93301
Telephone: (661) 326-_____

DESIGN CONSULTANT's Project Manager shall be designated as:

_____
_____
_____
_____
Telephone: (_____) _____

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 licensees 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.

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: _____
_____
_____
_____

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

By:_____
KAREN GOH, Mayor

"DESIGN CONSULTANT"
(COMPANY NAME)

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:_____
(NAME & TITLE)

Insurance: _____

COUNTERSIGNED:

By:_____
NELSON SMITH
Finance Director

Attachments: **Exhibits A, B, and C**

"I have received and reviewed the sample DESIGN CONSULTANT'S AGREEMENT including the INDEMNITY clause which was sent to me with the City's RFP. My signature below shall signify our firm's acceptance of said contract if our firm is selected for awarding a contract for the project as described in said RFP. This acceptance is made with the understanding that the Compensation and Time for Completion clauses will be modified to contain the amounts and dates established for this contract."

Signature: _____ Date: _____

BAKERSFIELD

PUBLIC WORKS DEPARTMENT
ADDENDUM TO BID DOCUMENTS

Addendum No. 1

Project:	**Computerized Maintenance Management Softwater (CMMS) Purchase and Implementation for the Wastewater Division**
Project Number:	RFP
Bid Due Date:	April 23, 2019
Time:	5:00 p.m.
Anticipated Contract Award Date:	May 22, 2019
Today's Date:	April 4, 2019

NOTICE TO ALL CONTRACTORS SUBMITTING ON THIS WORK

You are hereby notified of the following changes and/or additions to the Request for Proposals for the above referenced project. Such changes and/or additions are hereby made a part of the Request for Proposals and shall take precedence over anything to the contrary therein.

SPECIFICATIONS:

1. In Section E – Proposal Content, Firm References, **revise** Item 3 to read as follows:

   3. *All five references must be in the United States. Out of the five references, at least three of the* ~~Out of the five above five references, at least three of the references must be in California. These~~ references must have oversight over at least one of the following: wastewater treatment plants, wastewater conveyance systems, water treatment plants, or water distribution systems. It is highly desirable that these references come from public agencies*; however, private agencies will also be given consideration.*

NOTE: All contractors bidding this work shall denote in their proposal that they have received **ADDENDUM NO. 1.**

Addendum approved by:

Evette Roldan
Engineer III - Wastewater

Kim Berrigan
Purchasing Officer

BAKERSFIELD

PUBLIC WORKS DEPARTMENT
ADDENDUM TO BID DOCUMENTS

Addendum No. 2

Project:	**Computerized Maintenance Management Software (CMMS) Purchase and Implementation for the Wastewater Division**
Project Number:	RFP
Bid Due Date:	April 23, 2019
Time:	5:00 p.m.
Anticipated Contract Award Date:	May 22, 2019
Today's Date:	April 19, 2019

NOTICE TO ALL CONTRACTORS SUBMITTING ON THIS WORK

You are hereby notified of the following changes and/or additions to the Request for Proposals for the above referenced project. Such changes and/or additions are hereby made a part of the Request for Proposals and shall take precedence over anything to the contrary therein.

SPECIFICATIONS:

1. In Section I – General Terms and Conditions, Please Note, **revise** first point to read as follows:

   - ~~The City is to be provided at least 30 day written notice of policy cancelation or if there are any material changes in the policy language or terms.~~ *The City is to be provided at least 30 day written notice of policy cancelation. A 10 day written notice will be given for non-payment of premium. A 30 day written notice will also be given if there are any material changes to the General Liability, Automobile or Professional policy language or terms.*

NOTE: All contractors bidding this work shall denote in their proposal that they have received **ADDENDUM NO. 2.**

Addendum approved by:

Zac Meyer
Wastewater Manager

Kim Berrigan
Purchasing Officer

EXHIBIT B

Statement of Work

Infor EAM Implementation with Integration to SCADA

For Plants 2 & 3

Prepared for the City of Bakersfield, CA – Wastewater Division

Released April 23, 2019

EAM|Solutions

About EAM Solutions

EAM Solutions is a professional services group dedicated to implementation of the Infor line of enterprise asset management products, including Infor EAM, MP2, and legacy versions of these systems, as well as all add-on products. The company is headquartered in Houston, TX and works with clients worldwide. All technical and business consultants have been certified by Infor Consulting Services to implement and support Infor EAM and add-on applications. With more than twenty years of experience with asset management software, EAM Solutions is a recognized leader in the EAM industry.

Questions about this Statement of Work, EAM Solutions services and deliverables, or consultants may be directed to:

Wes Kennemore, President

wes.kennemore@eamsolutions.net

(205) 937-1211

Keith Carman, Sr. Account Executive

keith.carman@eamsolutions.net

(979) 388-0276

Bennet Creed, Director of Training Operations

bennet.creeed@eamsolutions.net

(214) 316-6266

EAM|Solutions

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V. PROJECT SUMMARY 8

I. Proposed Project Sprints and Consultant Involvement

EAM Solutions will provide both technical and business consultants expert in implementing Infor EAM. Technical work may be performed away from the client offices, but most business consulting will be onsite with the client project team. The EAM Solutions Project Manager will work both onsite and from a remote office during the project.

EAM Solutions will implement EAM as the Wastewater Division's RFP requires. To meet the implementation requirements, we will use a "Sprint" methodology to help simplify the software planning and deployment. The following project tasks are listed in order of the implementation steps requirements listed in the RFP and are necessary for a successful project according to the Division's stated requirements. The project is also divided into three phases, with the initial project focusing on Phase 1 for the core EAM implementation, and Phase 2 for integration to SCADA systems. Phase 3 for expanded functions in EAM, as well as integration to Superion, may be delivered as a separate project.

Sprint Configuration and Planning

40 consulting hours

An EAM Solutions lead consultant will work with the City of Bakersfield representatives for initial data setup before the Sprint configuration file is loaded into EAM. The consultant will provide standard documents for the configuration and for business processes. Once the Sprint configuration file is loaded into EAM TEST and EAM Production, the consultant will work with the Bakersfield team to create user logins for both environments.

Phase 1: Core EAM Module Development Sprints

160 consulting hours

Sprint 1: Equipment and Employee Record Development

The consultant will spend two days working with project team members to document requirements for tracking Assets and to develop a model for the Equipment Structure (System to Asset). On Wednesday the consultant will lead training sessions for specific team members on data entry and development, as well as construction of the Equipment Structure and creation of Employee records. All work to this point will be in the EAM TEST environment.

For the last two days of Sprint 1 the consultant will assist the team in the EAM Production environment in creating equipment and employee records, as well as making updates to the EAM configuration to accommodate City asset management needs.

Sprint 2: Work Request and Work Order Management

The consultant will work with the City project team for two days to document corrective action work order needs, as well as to adjust the EAM configuration. End-users will be taught entry of work requests and the corrective work order process in Infor EAM on Wednesday in the EAM TEST environment. For the remaining two days the consultant will assist City team members in entering work requests and work orders in the EAM Production environment.

Sprint 3: Spare Parts Inventory Development

The consultant will work with City warehouse or stores manager, as well as purchasing agents to collect requirements for managing and issuing spare parts. On Wednesday the consultant will lead hands-on training for building Stores, Suppliers, Manufactures, Parts, and Part Catalog records in EAM. On Thursday and Friday, the consultant will help build or load records into the EAM Production environment, and assist as parts are issued or otherwise managed in the application.

Sprint 4: PM Schedule and Task Plan Development

The consultant will work with the City project team to collect information on required Preventive Maintenance (PM) Schedules, as well as standard task instruction. On Wednesday the consultant will lead a hands-on training session to teach development of Task Plans, Material Lists, and PM Schedules, as well as PM Work Order Generation. For the next two days in the Sprint the consultant will assist the City project team in building PM Schedules in the EAM Production environment, and guide the team through the initial PM Work Order Generation process.

Phase 2: System Integration to SCADA

264 consulting hours

The consultant will work with the City project team to collect requirements for integrating EAM to both SCADA systems at Plant 2 and 3, respectively. The consultant will also modify the EAM form design and configuration to accommodate SCADA input from the integration. A technical consultant will work with the City SCADA managers and technology department to build integration scripts through Infor ION to accept required SCADA data in Infor EAM. Time will be taken to test the interfaces in the EAM TEST environment before being moved into the EAM Production environment.

The technical consultant will also work with City technology representatives in hands-on training in how to manage the ION integration points, as well as how to trouble-shoot any issues with the system integration.

Phase 3: Advanced EAM Functions

96 consulting hours

This phase of the EAM project for City of Bakersfield may be implemented at any time following Phases 1 & 2. Success of these three Sprints is dependent on the preceding five Sprints, but the City may take time between Phase 2 and Phase 3.

Sprint 6: Develop Capital Expenditure Forecasting

The consultant will work with City engineers, planners, and financial representatives to apply EAM functions to forecasting capital expenditure needs. The consultant will train end-users in apply the Procurement Assessment functions in EAM, as well as releasing and completing Capital Expenditure Requests. Time has been allowed for a development of a custom report, if required.

II. Project Resources

Successful completion of the Infor EAM Implementation project requires cooperative effort between the consultants and the client project team. Our vision of a balanced project includes:

Lead Business Consultant
Technical Consultant
BI Specialist
ION Specialist

Client Project Manager
Maintenance Department
Warehouse or Stores Management
Purchasing and Financial Representative
Operations Management
Technology Department

EAM Solutions encourages the City of Bakersfield to create a dedicated project team to ensure an easy and successful implementation. City of Bakersfield project team participation will grow during each Sprint and the consultants guide participants through specific application functions. The consultants will gradually hand-off responsibilities to the City project team during the progress of each sprint, allowing end-users to take ownership of Infor EAM by the end of each week.

III. Project Documents and Success Criteria

The success of an Infor EAM implementation is dependent on information collected and processed during all project phases. Clear and concise documentation will be provided during each phase or sprint in the project. Project documents include (but are not limited to):

- Project Plan and Project Status Reports
- Consultant Status and Expense Reports
- Application & Security Configuration Specification
- Technical specifications for business intelligence and system integration design
- End-user training curriculum and training guides

System and configuration testing will be an ongoing process during the project phases or sprints, and clearly defined success criteria ensures success for the client project team. Success criteria for this project includes:

- Infor EAM performs as described by Infor technical documentation
- Application & Security configuration supports documented business process and requirements documents
- Data sets from legacy systems and other sources are moved into Infor EAM
- Business intelligence tools return accurate information on demand
- System integration points move data correctly and timely
- End-users can access the application and apply functions to daily job tasks

IV. Project Communication Plan

No project survives without a clear communications plan, and this project management plan document helps to serve as one tool within this overall communications strategy. The key to all elements in the communications plan is transparency, and EAM Solutions offers an open-door policy to all project stakeholders.

General Meeting Schedule

Project initiation and closing meetings will be listed on the project plan. EAM Solutions consultants will meet on Monday afternoons to discuss current and upcoming tasks, as well as activities not yet completed. Consultants will also schedule ad-hoc meetings with client team members as need during various project activities.

The EAM Solutions lead consultant will meet with the client team weekly to discuss budgets, timelines, and project resource issues. This person will also meet monthly with the project steering committee to inform them of project accomplishment, issues, and upcoming events.

Document Control Mechanisms

EAM Solutions encourages the project team to release a SharePoint or other document control site to serve as the project repository. All project reports and documents will be stored in this repository for the life of the project. Updates to approved documents will contain revisions numbers and revision dates.

Escalation Plan

Issues brought to the attention of EAM Solutions consultants will first be addressed by the consultants, with an escalation to the EAM Solutions lead or project executive. The project executive will keep the client team informed of progress and changes at all times. Issues not resolved within five (5) days will be escalated to City of Bakersfield and EAM Solutions management.

Technical issues may be referred to Infor Technical Support (Infor Xtreme) for resolution. Business and software functional issues will be address by EAM Solutions consultants and experts, including authorized persons not directly aligned with the project.

V. Client Responsibilities and Assumptions

Project Definition	The client company will appoint stakeholder representatives to an Infor EAM Implementation Team, with members representing departments or areas affected by the project. Affected areas include (but are not limited to) Maintenance, Operations, Financial (or Accounting), IT, Purchasing, and Warehouse for MRO. The client team leader and team members will work with the EAM Solutions PM or Lead Consultant to develop and approve a final project plan, including resources, deliverables, timelines, and budgets. Client project team members will be present during relevant project tasks and will actively support design and configuration tasks related to implementing Infor EAM.
Infor EAM Installation and Technical Tasks	Client IT representatives will provide access to destination servers, including the database, application, reports, web, and other required servers or virtual servers. The server environment will meet or exceed Infor requirements for installing and operating Infor EAM. Client IT representatives will be available to the EAM Solutions technical consultant to answer questions or make changes to server environments (if needed) during the installation process. Client IT representatives will enter Infor Xtreme support tickets on behalf of their own company throughout the installation and application implementation project, if assistance is needed from Infor technical representatives.
Process Design and Application Configuration	Client project team members will attend relevant seminars, sessions, and meetings lead by EAM Solutions resources for the development of relevant business process charts, application configuration, security design, and other technical definition sessions. The client company will provide meeting space, network access to Infor EAM, a projection device (or large monitor), and a whiteboard or flipchart during design and configuration sessions
Data Management	The client project team and affected stakeholders will provide data sources for data cleansing, alignment, and upload into Infor EAM. Data will be developed in a spreadsheet or a common database format. Data sources for upload into Infor EAM will be provided in a timely manner. Client project team members will be available to EAM Solutions resources for questions about source data prior to initial upload. Client project team members will be available to review and test initial data loads, as well as to give feedback or criticism about the initial data upload. This enables the EAM Solutions resource to refine additional data loads prior to migration to the Production environment.
Business Intelligence Development	Client project team members will provide client company needs for reports, custom reports, Start Center elements, custom grids, email notifications, or other business intelligence tools. Client project team members will work with the EAM Solutions resource to develop and test all business intelligence tools prior to migration to the Production environment. Client IT representatives, or other designated project team members, will actively participate in Advanced Reports Author Training, if included in the core project.

System Integration Definition and Development	Client project team members, relevant stakeholders, and IT representatives will work with EAM Solutions technical resources to help develop and approve an integration mapping and specification document before any integration tasks begin. Client IT representatives will provide access to destination servers, including the database, application, reports, web, and other required servers or virtual servers, required for system integration. The server environment will meet or exceed technical requirements for application integration. User and technical testing of all integration tasks will be a cooperative effort between EAM Solutions resources and designated client team representatives. System integration scripts, procedures, and other elements will not be moved into the Production environment without the express approval of EAM Solutions resources and client project team members, and only after all tests are shown successful.
End-user Engagement	Client project team members will attend relevant seminars, sessions, and training classes lead by EAM Solutions resources. The client company will provide meeting space, network access to Infor EAM, a projection device (or large monitor), and a whiteboard or flipchart during training sessions

VI. Project Summary

The EAM Solutions Project Manager and Consulting Project segments include:

Sprint Configuration, Planning, and Management	40 Hours
Phase 1: Core EAM Module Development Sprints	160 Hours
Phase 2: System Integration to SCADA	264 Hours
Phase 3: Expanded EAM Implementation	96 Hours

The actual cost summary has been provided in the Fee Schedule according to instructions in the Request for Proposal.

For the City of Bakersfield Wastewater project, travel costs are included in the hourly rate and will not be invoiced separately from consulting hours.

Fee Schedule

Prepared in response to the City of Bakersfield's RFP for Consulting Services

Project Name: Computerized Asset Management Software (CMMS) Purchase and Implementation for the Wastewater Division

Closing Date: April 23, 2019

Submitted by:

EAM Solutions, LLC

Keith Carman – Sr. Account Executive

EAM|Solutions

Table of Contents – Fee Proposal

Section 1 – Fee Proposal

EAM|Solutions

City of Bakersfield – RFP for Computerized Maintenance Management Software (CMMS) Purchase and Implementation for the Wastewater Division

Fee Schedule

Fee Pricing Table Year 1

Replace Item #1 with Total Price ($52,370.78) shown on following page (letter dated May 20th, 2019). Sales Tax corrected and TOTAL corrected.

- Fee Schedule (Submitted separately from the SOQ)
-
- The Fee Schedule shall include the following information:
-

1. The firm shall complete the following table to determine their overall proposal fees:

EAM Solutions Response: This pricing is the first year. For ease of option selection subsequent years' software costs are shown below Requirement #5. We added California sales tax to the costs and if they are incorrect, e.g. no sales tax on Services please allow us to correct the Tables.

Item	Description	Costs
1	Initial Purchase Price of CMMS	$64,286.06
2	Installation of CMMS	$82,000
3	Six 8-Hour Training Sessions in consecutive weeks	$8,400
4	Six 8-hour Training Sessions every other week	$8,400
5	Annual Software Renewal Fees (3 options)	
	Sales Tax 7.25% on Software & Services	$11,823.74*
	TOTAL= Year 1	$174,909.80

1. Item 3 and Item 4 should represent remote training.

   EAM Solutions Response: The pricing shown is for remote or onsite EAM training.

2. For Item 3 and Item 4, Firm shall include an additional mark-up price if the City elects to have the training onsite.

   EAM Solutions Response:

   The pricing listed for training in the Table is for onsite or remote. We will work with the Division to provide training that makes the best impact however we highly recommend onsite training.

3. Firm shall also submit a proposal for one-day 8-hour training beyond the initial 18 weeks of implementation (for both remote and onsite training). This fee will be used to contract additional training days at the City's discretion for up to one year from the original contract date.

   EAM Solutions response:

   We propose a one-day training session of 8-hours to the District. The fee for this is $1,400 onsite or remote.

EAM|Solutions

May 20, 2019

Mr. Aaron Kennedy

Mr. Zac Meyer

City of Bakersfield Wastewater Division – Computerized Asset Management System (CMMS)

Dear Aaron, Zac,

Thank you for the discussion with the team Friday. We appreciate the opportunity to clarify and answer your questions concerning our response.

An action item for us is to give you some details on the EAM licensing costs and I am happy to provide that information. You will see the software cost below has changed and there is an explanation for the change below the total.

Infor EAM Software Components & Costs

1. Infor EAM Enterprise SaaS Xi – 30 Users - $46,332
2. Infor EAM Campus Membership – 30 Users $2,430
3. Infor EAM Advanced Report Author – 2 Users $1,636.44
4. Infor EAM Adanced Reporting Consumer – 30 Users $0.00
5. Infor EAM Enterprise Customer Service Requestor – 30 Users $6.74
6. Infor EAM Enterprise Edition Requestor – 30 Users $1,965
7. Infor Data Lake Pipelines SaaS MT – 6 Lines $0.00
8. **Infor ION For Integrating Applications and SCADA - $0.00**
9. **Infor Cloud Storage – 2 Terrabytes - $0.00**

Total - **$52,370.78**

This will be the price for the license renewal for years' 1 through 5; subject to the approval of Bakersfield City Council each year.

The proposed EAM Enterprise Software Xi now includes ION at no charge. This eliminates the need and cost for Web Services Tool Kit and Web Services Connectors lowering the total by $11,915.28.

If there are any questions or clarifications, please let me know and I'll get the answers.

Regards,

Keith Carman – EAM Solution

1717 St James Place, Suite 600, Houston, TX 77056 • (877) 299-7485

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent – Agreements q.

TO: Honorable Mayor and City Council

FROM: Virginia Gennaro, City Attorney

DATE: 6/13/2019

WARD:

SUBJECT: Amendment No. 1 to Agreement No. 19-039 to include companion lawsuit *Linda Yunk and Michael Levi Yunk v. City of Bakersfield; Rafael Gutierrez, Jr.*

STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

BACKGROUND:

On March 14, 2018 the City Attorney's Office outsourced the *Eli Yunk; Jessie Yunk and Calla Yunk v. City of Bakersfield; Rafael Gutierrez, Jr.* wrongful death lawsuit to the law firm of Clifford & Brown under Agreement CA18-006 in the amount of $40,000.

On March 6, 2019, The Agreement was amended for an additional $110,000 with an amount not to exceed $150,000 and became Agreement No. 19-039. The Agreement did not include the companion lawsuit *Linda Yunk and Michael Levi Yunk v. City of Bakersfield; Rafael Gutierrez, Jr.* which has been consolidated with the original lawsuit. The attached amendment simply adds the companion lawsuit to the agreement.

The City Attorney's Office recommends approval of amendment No. 1 to Agreement No. 19-039 to reflect the consolidation of the original lawsuit *Eli Yunk; Jessie Yunk and Calla Yunk v. City of Bakersfield; Rafael Gutierrez, Jr.* with the companion lawsuit *Linda Yunk and Michael Levi Yunk v. City of Bakerfield; Rafael Gutierrez, Jr.*

ATTACHMENTS:

	Description	Type
	Amendment No. 1 to Agreement No. 19-039 with Clifford & Brown	Agreement

AGREEMENT NO. 19-039(1)

AMENDMENT NUMBER ONE (1) TO
ATTORNEY RETAINER AGREEMENT NO. 19-039

THIS AMENDMENT NUMBER ONE TO AGREEMENT NO. 19-039 is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a chartered municipal corporation (referred to herein as "CITY"), and **CLIFFORD & BROWN** (referred to herein as "ATTORNEY").

R E C I T A L S

WHEREAS, CITY and ATTORNEY entered into Agreement for Legal Services No. CA18-006 on March 14, 2018, for legal services not to exceed $40,000 in the matter of:

ELI YUNK, JESSIE YUNK, CALLA YUNK v. CITY OF BAKERSFIELD,
RAFAEL GUTIERREZ, JR., individually, DOES 1 TO 50
Kern County Superior Court Case No. BCV-18-100371, TSC

WHEREAS, CITY amended Agreement No. CA18-006 on March 6, 2019 for additional compensation in the amount of $110,000; which said Agreement became known as Agreement No. 19-039; and,

WHEREAS, the matter for legal services on the Agreement No. CA18-006 did not include the companion matter of *Linda Yunk, Michael Levi Yunk v. City of Bakersfield, Rafael Gutierrez, Jr.* Kern County Superior Court Case No. BCV-18-100279, DRL which has been consolidated with the original matter *Eli Yunk, Jessie Yunk, Calla Yunk v. City of Bakersfield, Rafael Gutierrez, Jr.* Kern County Superior Court Case No. BCV-18-100371, TSC.

NOW, THEREFORE, incorporating the foregoing recitals herein, the parties agree as follows:

1. Paragraph 1 of Agreements for Legal Services No. CA18-006 and 19-039 dated March 14, 2018 and March 6, 2019 respectively, is hereby amended in its entirety to read as follows:

1. <u>SERVICES TO BE RENDERED:</u> ATTORNEY will, as co-council with the Office of the City Attorney, or its designee, represent the CITY in the following matters:

ELI YUNK, JESSIE YUNK, CALLA YUNK v. CITY OF BAKERSFIELD, RAFAEL GUTIERREZ, JR., individually, DOES 1 TO 50
Kern County Superior Court Case No. BCV-18-100371, TSC

And,

LINDA YUNK, MICHAEL LEVI YUNK v. CITY OF BAKERSFIELD, RAFAEL GUTIERREZ, JR.
Kern County Superior Court Case No. BCV-18-100279, DRL

2. <u>EFFECT OF THIS AMENDMENT</u>. Except as amended in this Agreement, all of the provisions of Agreement for Legal Services No. 19-039, dated March 6, 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")	**CLIFFORD & BROWN ("ATTORNEY")**
By:_____	By:_____
KAREN GOH	**PATRICK J. OSBORN**
Mayor	Managing Partner

Additional Signatures on Following Page

APPROVED AS TO FORM:
VIRGINIA GENNARO
City ATTORNEY

By:_____
VIRGINIA GENNARO
City Attorney

Insurance: _____

COUNTERSIGNED:

By:_____
NELSON SMITH
Finance Director

VG:ac

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent – Agreements r.

TO: Honorable Mayor and City Council

FROM: Art Chianello, Water Department Manager

DATE: 6/7/2019

WARD:

SUBJECT: Amendment No. 1 to Agreement No. 16-116 with Allied Weed Control, Inc. ($150,000; revised not to exceed $540,180 and extend term 1 year), for the continued chemical application of Noxious and Aquatic Weed Control.

STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

BACKGROUND:

On June 29, 2016, the City Council approved Agreement No. 16-116 with Allied Weed Control, Inc to perform noxious weed herbicide application and aquatic weed herbicide application on City owned properties including the 2800 acre recharge area roads, the Kern River levee system, 25 miles of earthen and cement lined canals and other areas. The initial agreement was in the amount of $390,180 and carried a term of three years; renewable annually thereafter for two one-year periods. The current agreement will expire on June 29th, 2019.
If approved, Amendment No.1 will add $150,000 for a new revised not to exceed amount of $540,180 and extend term one year. Funds are budgeted in the Water Resources Department's FY 2019-20 budget within Domestic Enterprise Fund for this services. There is no impact to the General Fund for this item.

ATTACHMENTS:

	Description	Type
🗋	Agreement	Agreement
🗋	Exhibit A	Exhibit

AGREEMENT NO. 16-116(1)

AMENDMENT NO. [1] TO
AGREEMENT NO. 16-116

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 16-116 is made and entered into on _____, by and between the **CITY OF BAKERSFIELD,** a municipal corporation (referred to herein as "CITY"), and **ALLIED WEED CONTROL, INC.** (referred to herein as "CONTRACTOR") authorized to do business in California.
.

R E C I T A L S

WHEREAS, on June 29, 2016 CITY and CONTRACTOR entered into Agreement No. 16-116 for chemical application of noxious and aquatic weed control; and

WHEREAS, Agreement No. 16-116 provided for two (2) one (1) year extension periods at CITY's discretion; and

WHEREAS, the parties desire to extend Agreement No. 16-116 for an additional year and to provide additional compensation in the amount of $150,000 to provide additional chemical application of noxious and aquatic weed control.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. Section 2. of Agreement No. 16-116 entitled "COMPENSATION" is hereby amended to read as follows:

> **2. <u>COMPENSATION</u>.** Compensation for all work, services or products called for under this Agreement shall consist of a total compensation not to exceed **Five Hundred Forty Thousand One Hundred Eighty Dollars ($540,180)**, in accordance with the unit prices set forth in "Exhibit A" attached hereto and incorporated by reference. Payment shall be made for completed services after receipt of an itemized invoice approved by the Water Resources Manager or his designee. 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. 16-116 entitled "**TERM"** is hereby amended to read as follows:

> **12.** **TERM.** This Agreement shall be effective through June 30th, 2020 from execution of contract date. The term of this Agreement may be extended for one more consecutive one-year period at City's discretion.

3. Except as amended herein, all provisions of Agreement No. 16-116 shall remain in full force and effect.

-- o0o –

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. 16-116 to be executed the day and year first above written.

"CITY"

CITY OF BAKERSFIELD

By:_____
KAREN GOH
Mayor

APPROVED AS TO CONTENT:
WATER RESOURCES DEPARTMENT

By:_____
ART CHIANELLO, P.E.
Water Resources Manager

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
VIRGINIA GENNARO
City Attorney

Insurance_____

COUNTERSIGNED:

By:_____
RANDY McKEEGAN
Finance Director

"CONTRACTOR"

ALLIED WEED CONTROL, INC.

By:_____

Print Name: _____

Title:_____

Exhibit A attached

EXHIBIT A

FEE PROPOSAL ITEMIZATION

Herbicide Application
(Roundup or equivalent with Blazon® Blue Spray Dye)

Boom Application cost per acre: $ 115.00

Hand Application cost per acre: $ 160.00

Pre-emergent Application
(Diuron or equivalent with Blazon® Blue Spray Dye)

Boom Application cost per acre: $ 120.00

Hand Application cost per acre: $ 165.00

Aquatic Herbicide Application

Apply one (1) treatment application of Sonar Genesis® and Clearcast® to canal bank, slopes and bottom (approximately 15 gross acres). This application shall be applied when canal is down for maintenance during January of each year.
Cost per treatment: $ 12,785.00

Apply up to four (4) Nautique® treatments to Beardsley Canal (1.5 linear miles w/flows to 600CFS), to provide effective control of aquatic weeds in canal.
Cost per treatment: $ 17,100

Note: Look at next page for detailed explination of aquatic herbicide applications. Note that we are basing Nautique pricing on 300 cfs instead of 600 cfs due to past treatment

Aquatic Herbicide Applications:

1. January Application.

We have contacted the SePRO representative (Dave Blodget) about this treatment. This is the company that manufactures the materials that you have requested. We are including his recommendation over the course of the next 3 years. He recommends using Sonar Genesis at a 1.5 gal rate/acre and Clearcast at 2 qts. /acre the first year. The second year recommendation is Sonar Genesis at 1.5 gal. /acre and Galleon at 11 oz. /acre. The third year recommendation is Galleon at 11 oz. /acre and Clearcast at 2 qts. /acre. By rotating these materials it reduces the possibility of chemical resistance of weeds being treated. This is only a recommendation for your consideration. If awarded the contract we will use the materials listed in the proposal unless you deem it wise to go with Dave's recommendation.

2. Nautique Application.

The price that is quoted is based upon 1 qt. **300** cfs. (This is an approximate flow that we treated previously). Every 5 cfs higher or lower will add or subtract $219.00 to price.

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent – Agreements s.

TO: Honorable Mayor and City Council

FROM: Phil Burns, Acting Development Services Director

DATE:

WARD: Ward 6

SUBJECT: Amendment No. 2 to Agreement No. 18-073 to increase Self-Help Enterprises Single-Family Housing project funding from $300,000 to $600,000 and modify the existing terms.

STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

BACKGROUND:

On May 9th, 2018 the City of Bakersfield entered into Agreement No. 18-073 with Self-Help Enterprises to provide $300,000 of Home Investment Partnership Program - Community Housing Development Organization (HOME - CHDO) funds to assist in construction and financing of ten single-family homes for purchase by income-qualified families.

The program allocates the funds during construction and once construction is complete, the same HOME funds are used to provide mortgage assistance in the form of a silent second mortgage to the income qualified buyer. On July 11th, 2018 the agreement was amended to allow homebuyers to pay up to 35% of their income in housing costs, a formula also known as PITI (principal, interest, taxes, and insurance), in order to expand the pool of potential purchasers.

Since that time, Self-Help Enterprises has recruited six program participants to build homes while actively recruiting families for the remaining four units. Currently, the average homeowner is requesting approximately $56,000 in homebuyer's assistance. Because of this, the $300,000 originally allocated to the program will not cover the amount of funds required to ensure all the buyers can qualify within the program requirements. Therefore, staff is recommending an increase from $300,000 to $600,000. These additional funds are available from past HOME CHDO entitlements from the City's fiscal year (FY) 15/16 and FY 18/19 HOME CHDO allocation.

Other modifications in this amendment include:

- Changes to project costs to allow for all HOME eligible construction costs under the HOME program
- Incorporation of a homebuyer agreement between the City of Bakersfield and all future homebuyers, thereby ensuring the City's ability to enforce provisions of the HOME program, per HOME regulations
- Other minor changes to ensure the agreement clearly states all the requirements of 24 CFR 92.504.

ATTACHMENTS:

	Description	Type
🗋	Agreement 18-073(2)	Agreement

AGREEMENT NO. _____

AMENDMENT NO. TWO TO AGREEMENT 18-073 FOR THE CONSTRUCTION OF TEN SINGLE-FAMILY HOMES FOR AFFORDABLE HOUSING

THIS AMENDMENT NO. TWO (2) TO AGREEMENT NO. 18-073 is made and entered into on _____ by and between the **CITY OF BAKERSFIELD**, a California charter city and municipal corporation (hereinafter "CITY"), and **SELF-HELP ENTERPRISES**, a California non-profit, public benefit corporation (hereinafter "DEVELOPER" and/or "SUBRECIPIENT").

R E C I T A L S:

WHEREAS, on May 9th, 2018 CITY and DEVELOPER entered into Agreement No. 18-073 ("Agreement" herein") to construct ten single-family residences in the City of Bakersfield on ten vacant lots owned by the DEVELOPER ("Project Properties"); and

WHEREAS, CITY and DEVELOPER agreed to use the funds granted in the Agreement for hard costs of the construction of homes on the Project Properties, and for eligible down payment assistance in the form of second mortgages to assist income-qualified buyers in purchasing a home; and

WHEREAS, On July 11th, 2018 the CITY and DEVELOPER agreed to increase the maximum first mortgage payment for all program participants from 33% to 35% of the households monthly income in order to qualify more income eligible buyers to purchase a home; and

WHEREAS, CITY and DEVELOPER agreed to enforce the affordability requirements of the HOME program using the recapture provision; and

WHEREAS, CITY and DEVELOPER agreed to comply with all program requirements of the HOME program; and

WHEREAS, CITY and DEVELOPER agreed that additional clarity is needed to ensure the HOME program requirements are detailed in the agreement; and

WHEREAS, CITY will enter into an agreement with each of the homebuyers in order to ensure its enforcement of the HOME program requirements; and

WHEREAS, DEVELOPER has reached out to CITY to request additional HOME funding in order to expand the pool of homebuyers who can qualify for the program; and

WHEREAS, CITY desires to assist DEVELOPER by providing additional funding and expanding the types of costs the HOME funds will reimburse; and

WHEREAS, CITY and DEVELOPER agree it will be beneficial to revise the Agreement to ensure compliance with the HOME program requirements.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and DEVELOPER mutually agree as follows:

1. **Section 1.2** of agreement 18-073 is hereby amended to read as follows:

   "Grant" means City's grant of said Program funds to SUBRECIPIENT to assist in the soft and hard costs for construction of the Properties.

2. **Section 1.4** of agreement 18-073 is hereby amended to read as follows:

   "Project Costs" means HOME eligible construction costs of the Project incurred by the SUBRECIPIENT, which are enumerated in 24 CFR 92.206, which are sometimes referred to herein as Eligible Construction Costs.

3. **Section 2.3** of Agreement 18-073 is hereby amended to read as follows:

   Terms of Lending: Subject to the terms and conditions of this agreement, CITY agrees to grant SUBRECIPIENT, and SUBRECIPIENT agrees to accept from CITY, up to the amount set forth in Section 3.1 herein.

   SUBRECIPIENT shall execute up to (10) Promissory Notes ("Notes") in the form attached hereto at **Exhibit "C"**. Each promissory note shall be in the amount of HOME funds required to achieve the affordability level based on the HOME gap analysis, not to exceed $600,000 for the costs of construction for all ten units. As security for said Note(s), SUBRECIPIENT shall execute one deed of trust on each parcel for which HOME funds are used to construct the housing unit in the form attached hereto at **Exhibit "D"**. Said deed of trust shall be no less than second deeds of trust. The promissory note and deed of trust executed by the homebuyer shall, have a term equal to that of the purchase money loan/first deed of trust. Each homebuyer will execute a loan agreement with SUBRECIPIENT, attached hereto as **Exhibit "E"**. Additionally, each buyer shall execute a HOME homebuyer agreement in substantial form of **Exhibit "O"** with the CITY in order to give CITY enforcement capabilities with regards to compliance with the HOME program. If at any point during the affordability period the home is no longer the principal residence of the qualified low-income buyer, HOME assistance provided to the buyer shall become due payable immediately. Furthermore, if the home is sold at any time during the affordability period the HOME loan shall become due payable immediately. These recapture provisions shall be enforced by a homebuyer agreement between CITY and the purchaser of the home, as enumerated in **EXHIBIT "O",** and a deed of restriction on each property between the SUBRECIPIENT and the purchaser, which shall be recorded on all properties receiving HOME assistance, attached hereto as **EXHIBIT "F"**. Further,

SUBRECIPIENT agrees to ensure all recipients of assistance under this agreement execute a homebuyer agreement with CITY, including an agreement containing covenants, as attached hereto as **EXHIBIT "O".**

4. **Section 2.4** of Agreement 18-073 is hereby amended to read as follows:

   Term and Repayment**.** The terms of the agreement shall be in full force from the date of commitment until the end of the period of affordability for the ten units covered under this agreement. SUBRECIPIENT will receive construction funds from CITY in the form of a grant. After sale of properties to qualified buyer is completed, SUBRECIPIENT shall maintain client files and certify annually the client's occupancy of the unit to the CITY for the duration of the loan.

In addition, SUBRECIPIENT agrees to expend a minimum of $200,000 of the grant amount, as described in paragraph 3.1 by July 5th, 2019. If SUBRECIPIENT is not in full compliance with all of the terms of this Agreement at any time during construction, SUBRECIPIENT shall be subject to the provisions of Section 6 of this agreement.

5. **Section 3.1** of Agreement 18-073 is hereby amended as follows:

   Amount of the Grant:

   CITY shall not grant and SUBRECIPIENT does not expect to receive more than $600,000 of HOME CHDO funds.

6. **Section 3.2** of Agreement 18-073 is hereby amended as follows:

   Disbursement of Grant Funds:

   CITY shall pay the SUBRECIPIENT upon SUBRECIPIENT's submittal to the CITY of a monthly certified claim executed by a properly designated official of SUBRECIPIENT indicating the work has been completed. Said certified claims shall be itemized and properly documented to clearly show the items, task or services for which payment is being claimed and the basis for cost computation as agreed by and between SUBRECIPIENT and CITY, as more fully described in attached **Exhibit "B"**.

   After receipt by CITY of a satisfactory monthly certified claim for construction, including any HUD required labor standards documentation (any required construction compliance monitoring actions), CITY shall make a payment to DEVELOPER in the amount of the Project construction costs incurred by the DEVELOPER. A ten percent (10%) retention payment of the total funding available under this agreement shall be paid to DEVELOPER thirty-five (35) days after DEVELOPER files a Notice of Completion.

7. **Section 5.5** of Agreement 18-073 is hereby amended as follows:

   Schedule. SUBRECIPIENT shall submit to CITY for review and approval a schedule outlining the time frame in which all work on the Project will be done. This document shall be in the form of **Exhibit "G"**, attached hereto. Henceforth, this schedule shall be referred to as the "Schedule of Performance." SUBRECIPIENT shall commence and complete all construction and development within the times specified in the Schedule of Performance or such reasonable extension of said times as may be mutually agreed upon by CITY and SUBRECIPIENT. The Schedule of Performance is subject to revision from time to time if mutually agreed upon in writing between SUBRECIPIENT and CITY. The CITY's City Manager or designee is hereby authorized to approve an extension of no more than one hundred (120) days to any time set for performance in SUBRECIPIENT's Schedule of Performance. Any extension will automatically add that same amount of time to any act which is to perform subsequent to the act for which the extension was granted.

SUBRECIPIENT shall commence construction as required herein by no later than July 5, 2019. SUBRECIPIENT will produce a Schedule of Performance, which shall identify key performance deadlines and allow for Completion and occupancy of the properties by June 30, 2020.

8. **Section 5.25.2** of Agreement 18-073 is hereby amended as follows:
   Provide CITY with completed application packages for homebuyers, which includes applicant information, proof of income, written assurance client's credit criteria meets program guidelines, current credit report, two months copies of paycheck stubs, six months copies of checking account statements, current savings account statements, two years copies of complete tax returns, copy of appraisal, copy of homebuyer counseling certificate, and escrow instructions. Such information shall be needed prior to closing the sale of the home;

9. **Section 5.25.3** of Agreement 18-073 is hereby amended as follows:

   Execute an Agreement with the SUBRECIPIENT, Deed of Trust and Note, and ensure each buyer executes an agreement with the CITY for each Project Property in the form attached as **Exhibits "C", "D", "E", and "O"** and incorporated herein by reference;

10. **Section 5.26** of Agreement 18-073 is hereby amended as follows:

    Throughout the period of affordability, all Project Properties for which HOME funds are utilized in the construction of the unit shall be limited to ownership by low-income households. If at any point the homebuyer no longer occupies the unit as their primary residence, then the loan shall be become due and

payable. There shall by no income qualification requirements for the subsequent buyer, consistent with the recapture requirements of 24 CFR 92.254(a)(5)(ii).

11. **Section 5.26.2** of Agreement No. 18-073 is hereby amended to include the following:

5.26.2.8. The project requirements of 24 CFR Subpart F (24 CFR 92.250-92.258) to the extent required by law.

5.26.2.9. The property standards requirements of 24 CFR 92.251 upon project completion. Further, compliance with these standards shall be maintained through the duration of the period of affordability.

5.26.2.10. Affirmative marketing requirements pursuant to 24 CFR 92.351.

5.26.2.11. Federal requirements and nondiscrimination in accordance with 24 CFR 92.350.

5.26.2.12. As required by law, any displacement, relocation, and acquisition requirements imposed by the CITY and consistent with 24 CFR 92.353.

5.26.2.13. The labor requirements of 24 CFR 92.354.

5.26.2.14. The conflict of interest provision in 24 CFR 92.356(f)

5.26.2.15. As required to the fullest extent by law, the Community Housing Development Organization requirements under 24 CFR 92.300, 92.301, and 92.303.

5.26.2.16. Any applicable provisions within 24 CFR 92.214, prohibited fees and activities.

12. **Section 6** of the agreement is hereby amended as follows:

SUBRECIPIENT covenants and agrees for itself and its subsequent purchasers, and subsequent parties thereafter to purchase the property, SUBRECIPIENT, its successors shall devote the property for which they own, as described in **Exhibit "A"** as the primary residence of a low-income household for a period of five to fifteen years from the completion of the construction of the Project Property as required in 24 CFR 92.2. If the qualified low-income family who purchases the property fails to occupy the property as their primary residency or conveys title during the period of affordability, all HOME funds loan to such buyer shall be due payable. A failure to occupy the property as their primary residency shall require the full

loan to be repaid. Conveying title of the property will require the HOME funds to be recaptured in accordance with 24 CFR 92.254(5)(ii)(A)(1).

13. **Exhibit "B" Scope of Project** of Agreement No. 18-073 is hereby amended and attached hereto and is incorporated herein by reference.

14. **Exhibit "F" DECLARATION OF AFFORDABILITY AND OCCUPANCY RESTRICTIONS** of Agreement No. 18-073 is hereby amended and attached hereto and is incorporated herein by reference.

15. **Exhibit "G" Schedule of Performance** of Agreement No. 18-073 is hereby amended and attached hereto and is incorporated herein by reference.

16. **Exhibit "O" Self-Help Enterprises Chardonnay Tract Assistance** is hereto attached and incorporated herein by reference.

17. Except as amended herein, all other provisions of Agreement No. 18-073 and Agreement No. 18-073(1) shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the day and year first-above written.

"CITY"	"DEVELOPER"
CITY OF BAKERSFIELD	**SELF-HELP ENTERPRISES**
By: _____	By: _____
Karen Goh Mayor	**Tom Collishaw** President/CEO

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney II

APPROVED AS TO CONTENT:
DEVELOPMENT SERVICES DEPARTMENT

By: _____
PHIL BURNS
Interim Development Services Director

COUNTERSIGNED:

By: _____

RANDY MCKEEGAN
Finance Director

EXHIBIT "B"
SCOPE OF PROJECT
SELF-HELP ENTERPRISES SINGLE-FAMILY PROJECT

Purpose

Self-Help Enterprises ("DEVELOPER") and the City of Bakersfield ("CITY") are proposing to enter into an agreement to construct ten affordable single-family housing units on ten separate parcels for low-income persons and families. CITY's contribution to this project is no more than $600,000 HOME CHDO. The proposed project consists of ten units of affordable single-family housing on existing lots located in Bakersfield, CA at the following addresses: 5608 Mckee Road (APN: 532-091-04), 8806 High Ridge Road (APN: 532-093-12), 8810 High Ridge Road (APN: 532-093-13), 5620 Beacon Ridge Court (APN: 532-200-19), 5621 Beacon Ridge Court (APN: 532-200-40), 5618 Poso Ridge Court (APN: 532-200-41), 5602 Poso Ridge Court (APN: 532-200-45), 5603 Poso Ridge Court (APN: 532-200-52), 5607 Poso Ridge Court (APN: 532-200-53), and 5619 Poso Ridge Court (APN: 532-200-56). The project will continue to consist of ten 3-bedroom or 4-bedroom homes. All units will be sold and occupied by households of 80% AMI or lower. The sales price for each shall be established by a certified appraisal, not to exceed the HUD's established limit of 95 percent of the median purchase price for the area based on Federal Housing Administration (FHA) single family mortgage program data, minus the sweat equity contribution of the homeowner in building their unit. Any net proceeds available from the sale shall be retained by DEVELOPER and reused within the City of Bakersfield for HOME eligible projects. HOME funds will be used as silent second mortgages in order to help low-income families purchase a home. The affordability requirements of 24 CFR 92.254 will be enforced using the recapture provision in accordance with 24 CFR 92.254(a)(5)(ii). Recaptured funds shall be retained by DEVELOPER and must continue to be used within the City of Bakersfield for HOME eligible projects.

DEVELOPER shall report annually on its recaptured funds and what projects are being proposed to utilize those funds. Additionally, DEVELOPER shall income-qualify all applicants to ensure that the HOME assistance given to each applicant is not in excess of what is needed to provide assistance to purchase the home. To do so, Self-Help Enterprises will calculate the applicant's first mortgage by maximizing their loan amount to a 45% total debt ratio and a 35% PITI (principal, interest, taxes, and insurance) payment. Furthermore, DEVELOPER agrees to income qualify all applicants in accordance with the definition of income established in 24 CFR Part 5.

The remaining project funds of approximately $2,200,000 for construction will come from a combination of the following sources: sweat equity and the developers existing capital. DEVELOPER, at its discretion and approval by the CITY, may use any additional or alternative funding sources for the construction of the Project. Construction is anticipated to begin by June 2019, and be completed by May 2020.

Description
The City's contribution of approximately $600,000 will be a grant to DEVELOPER. The period of affordability will be five to fifteen (5-15) years for each home, which utilizes HOME funds in its construction, and secured by a Deed of Trust on the property.

Construction Costs: The HOME CHDO funds will be used for HOME eligible costs as defined by 24 CFR Part 92.206. Payment of these costs will not be required to comply with Federal Davis Bacon prevailing wage because the number of units assisted with federal funds is less than twelve. For all contracts and subcontracts secured for the construction of the Project, DEVELOPER will adhere to all federal, state and local requirements with regards to procurement, contract administration and post contract monitoring and reporting. HOME funds will only be disbursed when they are needed to pay for eligible costs, and request for funds shall be limited to the amount of funds needed for such cost. The following tables show the total sources for the project.

Source of Funds:	
City Contribution of HOME CHDO funds	$600,000
FHA Financing Loans*	$1,450,000
Sweat Equity	$150,000
TOTAL FUNDS	***$2,200,000***
Uses of Funds:	
Hard Construction Costs	$1,097,500
Land Costs	$450,000
Local City Fees	$272,800
Financing Fees and Technical Assistance	$229,700
Sweat Equity	$150,000
TOTAL FUNDS	***$2,200,000***

* The land cost will be reimbursed to DEVELOPER at the sale of each home. The total mortgage amount will be approximately $145,000/buyer based on income, household size, etc. DEVELOPER will provide organizational capital during construction to fund all costs including the unit construction, permits, fees, etc. That capital for construction will be reimbursed through the sale of each home.

Reporting: DEVELOPER shall be responsible for complying with all HOME regulations (24 CFR 92.251) and ensuring that HOME assisted units remain affordable for a period of five to fifteen (5-15) years from the date of project completion, in accordance with 24 CFR 92.2. To ensure compliance, the CITY will monitor DEVELOPER's program on a yearly basis. DEVELOPER will submit yearly reports each January 1st, beginning after Project Completion, to the CITY to ensure that each housing unit is being utilized, and occupied, for an affordable housing recipient. The information required by the CITY in these reports will be given to DEVELOPER within 60 days of Council approval. Further, the DEVELOPER shall report annually on any program income that it receives and what projects within the City of Bakersfield those funds are going to be used for.

EXHIBIT "F"

RECORDING REQUESTED BY, AND
WHEN RECORDED, RETURN TO:

City of Bakersfield
1600 Truxtun Avenue
Bakersfield, CA 93301

Free Recording in Accordance
With Section 6103 of the
California Government Code

DECLARATION OF AFFORDABILITY AND OCCUPANCY RESTRICTIONS

RECITALS

This Declaration of Affordability and Occupancy Restrictions is made and entered into on _____, by SELF-HELP ENTERPRISES ("DEVELOPER" herein).

This Declaration is an exhibit to that certain agreement between DEVELOPER and the City of Bakersfield ("CITY").

This Declaration of Restrictions affects that certain land (hereinafter called "Project Property") in the City of Bakersfield, Kern County, California, having the following legal description:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Legal Description for each individual parcel to be inserted with this section.

This Declaration of Restrictions shall be, and is intended to be effective for a period of five to fifteen years from the date of project completion in accordance with 24 CFR 92.254 ("Period of Affordability"). After the Period of Affordability has expired, this declaration shall expire and become extinguished. If the subsequent buyer of the property conveys title, the covenant on the property shall be extinguished.

NOW, THEREFORE, for value received, DEVELOPER, on behalf of itself and its successors and assigns, hereby declares and adopts the following restrictions as to the Project Property, for the benefit of the Project Property, and acknowledge and assert that said restrictions touch and concern the Project Property:

Section 1. Definitions

(a) For purposes of this Declaration, the “Kern County median income” shall be determined pursuant to the regulations published by the United States Department of Housing and Urban Development (“HUD”) or its successor.

(b) For purposes of this Declaration, the term “Low-Income Homebuyer” means persons or families whose annual incomes do not exceed 80 percent of the Kern County median income.

(c) For the purposes of this Declaration, “Period of Affordability” means a five to fifteen year period during which the Project Property must remain occupied by Low Income Homebuyers as their principal residence. The period of affordability will terminate upon conveyance of the property to another party.

(d) For the purposes of this Declaration, “Principal Residence” means the address where the Low-Income Homebuyer expects to list at least nine (9) months of the calendar year.

Section 2. Project Property Shall Only be Conveyed to Low-Income Homebuyers

The Project Property will be conveyed to Low-Income Homebuyers who will occupy the property throughout the Period of Affordability. If the Property is sold by the subsequent homeowner at any time during the Period of Affordability, the homebuyer shall return the HOME funds investment in said property to the DEVELOPER, and the restriction shall become extinguished.

Section 3. Occupied as Principal Residence

DEVELOPER will only convey the Project Property to a Low-Income Homebuyer who will occupy the Project Property as their Principal Residence. If this subsequent owner fails to occupy the Project Property as their Principal Residence, the CITY may seek any remedy allowed in law or equity to enforce this restriction, including causing the subsequent owner to immediately remit its HOME loan funds to the CITY.

Section 4. Record Keeping

DEVELOPER shall obtain, complete, and maintain on file, an “income certification,” dated immediately before the initial sale of the Project Property.

Section 5. In amplification and not in restriction of the provisions set forth hereinabove, it is intended and agreed that CITY shall be deemed a beneficiary of the covenants and agreements provided hereinabove both for and in its own right and also for the purposes of protecting the interests of the community. All covenants without regard to technical classification or designation shall be binding for the benefit of CITY,

and such covenants shall run in favor of CITY for the entire period during which such covenants shall be in force and effect, without regard to whether CITY is or remains an owner of any land or interest therein to which such covenants relate. CITY shall have the right, in the event of any breach of any such covenant or agreement, to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach of covenant or agreement.

Section 6. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Declaration shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest permitted by the agreement for the sale of the Project Property to a Low Income Homebuyer, provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, limitations, and provisions, unless such owner's title was acquired by foreclosure trustee's sale through the Primary Lender.

Section 7. Only the CITY, its successors and assigns, the DEVELOPER, and the subsequent Low Income Homebuyer shall have the right to consent and mutually agree to changes in, or to eliminate in whole or in part, any of the covenants, easements, or other restrictions contained in this Declaration, or to subject the Property to additional covenants, easements or other restrictions. Any such consent and mutually agreed changes in any of the covenants, easements, or restrictions contained in this Declaration may be made without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust, or any other person or entity having any interest less than a fee in the Property.

Section 8. The covenants established in this Declaration, shall, without regard to technical classification and designation, be binding on the DEVELOPER and the subsequent income-qualified homebuyer of the Property or any part thereof for the benefit and in favor of the CITY, its successors and assigns. Except as set forth below, the covenants contained in this Agreement shall remain in effect for not less than five to fifteen (5-15) years from the date of project completion as described in 24 CFR 92.2. The covenants against discrimination (as described in Paragraph 10) shall remain in perpetuity.

Section 9. Independent and Severable Provisions

If a court of competent jurisdiction should hold any part of this Declaration to be unenforceable or invalid, such holding shall not render any other part unenforceable or invalid. Each part of this Declaration is severable and independently enforceable to the fullest extent permitted by law.

Section 10. Nondiscrimination.

DEVELOPER and all subsequent owners shall not discriminate against or segregate any person, or group of persons, on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, AIDS-related condition, age, marital status, disability or handicap, or Vietnam Era veteran status, in the sale, transfer, use, occupancy or enjoyment of the Project Property.

SELF-HELP ENTERPRISES

_____

TOM COLLISHAW
President/CEO

EXHIBIT "G"

SCHEDULE OF PERFORMANCE

Assuming construction starts by June 2019, grant funds in the amount of $600,000 will be available to SUBRECIPIENT and must be expended no more than 25 months from the date of City Council approval. By July 5th, 2019 $200,000 of the HOME CHDO funds which were granted must be spent. The following schedule initiates from the date of City Council approval.

Activity	**Estimated Completion**
Outreach and Gateway Enrollment	May 2018 – June 2019
Income Qualification of Buyers	May 2018 – June 2019
Plan Check/Pull Permits	May 2018 – June 2019
Buyer Preapproval: Submit to City for Review	June 2019
Loan Documents/Contracts	June 2019 – July 2019
Construction	May 2019 – May 2020
Final Sale/Move In	June 2020

EXHIBIT "O"

AGREEMENT NO. _____

SELF-HELP ENTERPRISES CHARDONNAY TRACT ASSISTANCE (H)

(Purchaser Name)

(Property Address)

THIS AGREEMENT is made and entered into on Date of Loan Signing by and between the **CITY OF BAKERSFIELD**, a California charter city and municipal corporation (hereinafter "CITY"), and **CLIENTS NAME(S)** hereinafter "PURCHASER").

R E C I T A L S:

WHEREAS, The Congress of the United States has enacted the "HOME Investment Partnerships Act" (hereinafter called "said Program") at 42 USC 12741 et. seq. of the Cranston-Gonzalez National Affordable Housing Act and amendments (hereinafter called "said ACT"); and

WHEREAS, CITY has submitted certain documents to the Department of Housing and Urban Development (hereinafter called "HUD") hoping to receive funds pursuant to said Program; and

WHEREAS, CITY is empowered, under said Program, to administer funds received under said Program and to enter into agreements with qualified homebuyers; and

WHEREAS, PURCHASER desires to acquire a single-family residence located at the address listed above, in the City of Bakersfield ("the Property"). A legal description of the Property is attached hereto as **Exhibit "A"** and incorporated herein by reference; and

WHEREAS, CITY desires to assist PURCHASER by approving HOME funds to be loaned from Self-Help Enterprises (herein after called "NONPROFIT"), a non-profit affordable housing provider, to the PURCHASER to be used towards the purchase of the Property.

NOW, THEREFORE, CITY and PURCHASER mutually agree as follows:

I. Definitions

A. Except to the extent modified or supplemented by any said Program agreement between CITY and HUD, any term defined in said ACT or said Program, shall have the same meaning when used herein.

B. “Loan" means City’s funds from said Program being loaned by NONPROFIT to PURCHASER to assist in the purchase of the Property.

C. "Project" means the acquisition of a single-family residence located at ***the address listed on page 1 of this Agreement***, to be owned by and occupied as the principal residence of PURCHASER.

D. “Project Costs” means the total costs of the Project incurred by the PURCHASER.

E. "Project Completion" shall be deemed to have occurred when the Project, as defined in this Agreement, has closed escrow and title to the Property has been conveyed to PURCHASER, there has been compliance with all applicable laws and regulations and the Project meets the definition of Project Completion as specified at 24 CFR 92.2.

F. “Affordability Period” is a period of 5-15 years from the date of project completion as defined in 24 CFR 92.2, during which time PURCHASER agrees to comply with the terms and conditions contained in this Agreement. The “Affordability Period” and the related conditions will terminate upon transfer of property title to another owner, whether voluntary or involuntary.

G. “Primary Lender” is the lending institution, which is providing the non-CITY supplied funds for the purchase of the Property.

II. PURPOSE

The purpose of this Agreement is to ensure compliance with the ACT as required in connection with assistance being provided by NONPROFIT to provide for principal buy down, down payment, closing costs and builder’s options required for the acquisition of a single-family residence to be owned by and occupied as the principal residence of PURCHASER. To the extent that PURCHASER qualifies at the maximum income allowable purchase price.

III. LOAN TERMS AND CONDITIONS

The Loan commitment made pursuant to this Agreement shall be in accordance with the following terms and conditions:

A. Loan and Note. Subject to the terms and conditions of this Agreement, CITY hereby agrees to make available to PURCHASER and PURCHASER hereby agrees to accept from NONPROFIT the amount of LOAN AMT SPELLED OUT ($XX,XXX.XX).

The obligation of PURCHASER to repay this Loan shall be evidenced by a promissory note ("Note") from the PURCHASER in a form satisfactory to CITY, fully secured by the Property, and payable to the order of the NONPROFIT, or its assigns, for the amount of the Loan. The Loan shall bear **NO INTEREST** as specified in the Note.

B. Term and Repayment. The term of the Loan shall commence with the date of the Note and shall end as stated therein.

If, at any time during the term of the Note, PURCHASER allows conveyance of the title to the Property, or fails to occupy the Property as Purchaser's principal place of residence, the Note shall be immediately due and payable to NONPROFIT as the CITY's assigns.

C. Execution of Deed of Trust. To secure performance of all conditions of this Agreement, and full repayment of any sums payable by PURCHASER hereunder, PURCHASER shall execute a Deed of Trust on the Property in favor of NONPROFIT. Said Deed of Trust shall be free and clear of any and all prior liens, except Primary Lender's First Deed of Trust.

Said Deed of Trust shall provide that if the Property is sold, conveyed, transferred, encumbered (other than as provided for in this Agreement) or full or partial possessory rights therein transferred, then NONPROFIT may declare all sums secured by said Deed of Trust, due and payable.

D. Disbursal of Funds Contingent upon Receipt. City's participation is dependent upon Program funds being made available to CITY from HUD for the purpose of this Agreement. In the event that such funds are not received by CITY, PURCHASER agrees that CITY, at its sole option, may terminate or suspend this Agreement until such funds are received. PURCHASER hereby agrees to and grants said option to CITY without reservation or claim for future cause of action based thereon. Furthermore, CITY is obligated by this Agreement only if PURCHASER complies with all applicable Federal, State and Local laws and requirements now or hereinafter in effect.

E. No Assumption of Liability. CITY assumes no responsibilities or liability to PURCHASER or any other party, for any action or failure of any vendor or any other party with respect to the Project.

F. Occupancy and Affordability Covenants. PURCHASER shall occupy the Property as his/her/their principal place of residence throughout PURCHASER's ownership, and, if the Property is later sold by PURCHASER, the loan shall become due. These obligations to occupy the Property shall remain in effect for the longest feasible time, but not less than five-fifteen (5-15) years from the date of Closing. PURCHASER agrees to record an Agreement Containing Covenants stating these promises, in a form approved by CITY, at the time PURCHASER closes escrow. Said Agreement Containing Covenants shall be subordinated only to the Primary Lender's

First Deed of Trust. Repayment of the Loan shall not automatically terminate the Agreement Containing Covenants. Agreement containing covenants will be terminated through transfer of title to the property, or completion of the period of affordability as required under 24 CFR 92.254.

IV. DISBURSEMENT OF LOAN PROCEEDS

Loan proceeds shall only be used to pay for eligible Project Costs and shall, on behalf of and to assist PURCHASER, be paid to the order of a title company designated by PURCHASER or lender holding the First Deed of Trust and approved by CITY.

Prior to CITY disbursing Loan proceeds, PURCHASER, NONPROFIT, or lender holding the First Deed of Trust shall provide CITY with documentation acceptable to CITY's Development Services Department, of Project Costs incurred.

V. CONDITIONS OF LENDING

The obligation of CITY to make the Loan and to subsequently disburse proceeds shall be subject to the prior fulfillment of each and every one of the following conditions:

A. HUD Release of Funds. HUD shall have released the funds for this Project. CITY shall make the application for such release of funds.

B. Approval of Others. PURCHASER shall have secured all necessary approvals or consents required with respect to this transaction by NONPROFIT, any mortgagor, creditor or other party having any financial interest in the Property.

C. Property Standards. The Property shall meet CITY's housing quality standards and be free of any and all defects that pose a danger to health and safety.

D. Flood Disaster Protection. PURCHASER shall abide by the requirements of the Flood Disaster Protection Act of 1973. PURCHASER shall also comply with the provision of Executive Order 11988 related to evaluation of flood hazards.

E. Affordable Housing. The Property shall meet the HOME Program requirements at 24 CFR Part 92.254, including but not limited to the requirements that PURCHASER, at the time of the purchase, qualify as a low-income family as defined by HUD and PURCHASER will occupy the Property as its principal place of residence.

VI. GENERAL REPRESENTATIONS AND WARRANTIES

PURCHASER represents and covenants as follows:

A. Diligently Pursue the Project. PURCHASER shall obtain ownership of the Property within sixty (60) days from the date of the execution of this Agreement. If ownership of the Property is not conveyed to PURCHASER within sixty (60) days from

date of the execution of this Agreement, the CITY, at its sole discretion, may terminate this Agreement and no funds will be provided to PURCHASER by NONPROFIT.

B. Not in Default. PURCHASER represents and warrants that PURCHASER is not in default on any obligation, covenant or condition contained in any bond, debenture, note or other evidence of indebtedness or any mortgage or collateral instrument securing the same.

C. Taxes are Paid. PURCHASER represents and warrants that PURCHASER has filed all tax returns which are required to be filed and has paid or made acceptable provision for the payment of all taxes which are shown as due pursuant to said tax returns or pursuant to any assessment levied against PURCHASER or its personal or real property by any taxing agency (federal, state or local), and that no tax liability has been asserted by the Internal Revenue Service or other taxing agency (federal, state or local) for taxes materially in excess of those already provided for and PURCHASER knows of no basis for any such deficient assessment. Notwithstanding the above, this shall not prevent PURCHASER from contesting any tax assessment or governmental charge by appropriate proceedings.

D. No Adverse Change. PURCHASER certifies that there has been no adverse change in the financial condition of PURCHASER since the date of application for CITY Loan.

E. Indemnification. PURCHASER agrees to indemnify, defend (upon request of CITY) and hold harmless the CITY, HUD, their agents, officers and employees and each of them, from any and all losses, costs, expenses, claims, liabilities, actions or damages, including liability for injuries or death to person or persons, or damage to property of PURCHASER, CITY or third persons, which may arise out of any act or omission of PURCHASER or Purchaser's agents, during the performance of this Agreement.

F. Right of Inspection. PURCHASER grants to CITY, HUD and their officers or agent, until the Loan referenced herein has been fully repaid or forgiven, the right at all reasonable hours to inspect the Property. PURCHASER further agrees to provide CITY free access to PURCHASER premises for the purposes of such inspection. CITY shall exercise all such inspection rights in such a manner as to not unreasonably interfere with the normal use of the Property by PURCHASER.

G. Null and Void Covenants. PURCHASER agrees that in the event any provisions of this Agreement shall be declared null, void, invalid or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall nevertheless remain in full force and effect. The provisions of all covenants, conditions and agreements described herein are deemed separate.

VII. SPECIAL REPRESENTATIONS AND WARRANTIES

The assistance from NONPROFIT under the terms of this Agreement is made from funds provided to the CITY by the U.S. Department of Housing and Urban Development (HUD) through its HOME Program, and, as such, is subject to certain laws and Executive Orders. PURCHASER hereby certifies that PURCHASER shall obey the provisions of said ACT, and any amendments thereto, the federal regulations and guidelines now or hereafter in effect, the regulations now or hereafter enacted by CITY to facilitate the administration of CITY's and NONPROFIT Single-Family Housing Project and any other statute, regulation or guideline applicable to that program.

CITY may require NONPROFIT to withhold funds from PURCHASER and/or terminate this Agreement if PURCHASER is not complying with the provision of said ACT, federal regulation hereunder, terms of the HOME Program from the federal government to CITY, the regulations of CITY to facilitate the administration of this program, the terms of this Agreement, or any other statute or regulation applicable to this transaction.

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. No employee of PURCHASER, or Purchaser's designees or agents, no member of the City Council of CITY or any other public official who exercises any functions or responsibilities with respect to the Community Development Block Grant Program or the HOME Program during his tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, or derive any benefit from the Project described in this Agreement.

VIII. MISCELLANEOUS

A. <u>Non Waiver of Remedies</u>. No failure or delay on the part of CITY in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No modification or waiver of any provision of this Agreement, nor any consent to any department by PURCHASER here from, shall be effective unless the same shall be in writing and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on PURCHASER in any case shall entitle PURCHASER to any other or further notice or demand in similar or other circumstances.

B. <u>Notices</u>. All notices, consents, requests, demands and other communications made hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or if mailed by certified mail, prepaid to CITY at its address set forth in the Deed of Trust and to PURCHASER at the address below:

Property Address
Bakersfield, California 93301

Any such notice or other communication, if mailed, shall be deemed given three business days after deposit in the mail in accordance with this Section.

C. Survival of Representations and Warranties. All agreements, representations and warranties made by PURCHASER herein and any other document or certificate delivered to CITY in connection with the transactions contemplated by this Loan Agreement shall survive the delivery of this Agreement.

D. Non-Assignment by PURCHASER. PURCHASER may not, and shall not have the power to, assign or attempt to assign its rights or delegate or attempt to delegate its duties under this Agreement or any of the CITY Loan documents without the prior written consent of CITY. Any actual or attempted assignment or delegation by PURCHASER without City's express written consent shall be null and void.

E. CITY Reliance on Representations. CITY may conclusively assume that the statements, acts, information and representations made orally or in writing by PURCHASER or on its behalf by third parities are true and correct and CITY may absolutely rely thereon without any investigation or inquiry.

F. Incorporation by Reference. All exhibits attached hereto are incorporated herein by reference and expressly made a part hereof by this reference.

G. No Brokerage Fees or Commissions. PURCHASER represents that it has not utilized or employed the services of any broker, finder or any other person or entity as the same concerns the obtaining of CITY assistance hereunder. PURCHASER further agrees to hold CITY free and harmless and indemnify and defend CITY from any responsibility or liability for the payment of any commission, charge or brokerage fees to anyone which may be payable in connection with the obtaining of CITY assistance.

H. Relationship between PURCHASER and CITY. Nothing contained herein shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or partnership or joint venture between the parties and no provisions contained herein or acts of the parties hereto shall be deemed to create any relationship between PURCHASER and CITY other than the relationship of PURCHASER and lender. PURCHASER shall indemnify, defend and hold CITY harmless from any and all claims, demands, losses, expenses and other damages of any nature, including attorneys' fees, which may be or are asserted by any person, firm, corporation or other entity against CITY alleging that City's relationship herein with PURCHASER, or any other person, firm, corporation or other party, constituted a joint venture, partnership or relationship of principal and agent.

IX. MODIFICATIONS TO AGREEMENT

A. Except as otherwise provided herein, the terms of this Agreement may only be modified by the written consent of the parties hereto.

B. This Agreement shall be in effect for the duration of the CITY Loan.

C. CITY reserves the right to terminate this Agreement upon giving PURCHASER notice of its intention to terminate at least fifteen (15) days prior to the effective date of the termination.

D. Upon termination of this Agreement for any reason whatsoever, CITY Loan shall be accelerated and the total outstanding principal balance as of the date of termination shall be immediately due and payable to CITY or its assigns.

IN WITNESS WHEREOF, the parties hereto have each cause this Agreement to be duly executed as of the day and year first written above.

"CITY"
CITY OF BAKERSFIELD

By: _____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney II

APPROVED AS TO CONTENT:
DEVELOPMENT SERVICES DEPARTMENT

By: _____
PHIL BURNS
Interim Development Services Director

"PURCHASER"

By: _____
CLIENT NAME

"PURCHASER"

By: _____
CLIENT NAME

COUNTERSIGNED:

By: _____

RANDY MCKEEGAN
Finance Director

EXHIBIT “A”

LEGAL DESCRIPTION

Legal Description

EXHIBIT B

AGREEMENT CONTAINING COVENANTS AFFECTING HOUSING

THIS AGREEMENT ("Agreement Containing Covenants") is entered into as of Date of Loan Signing, by and between **CLIENTS NAME(S)** (the "Purchaser"), and the **CITY OF BAKERSFIELD**, a California charter city and municipal corporation ("City").

WHEREAS, Purchaser is the owner of fee title to that certain real property (the "Property") located in the County of Kern more particularly described in Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, City and Purchaser have entered into a Homebuyer Purchaser Agreement ("Homebuyer Agreement") for the purposes of allowing Purchaser to acquire affordable housing for persons and households of Low-and Moderate-Income, as more specifically described in that Homebuyer Agreement between the City and the Purchaser relating to the Property, dated Date of Loan Signing; and

WHEREAS, pursuant to that Homebuyer Agreement, Purchaser shall acquire the Property and occupy it as Purchaser's principal residence; and

WHEREAS, the Homebuyer Agreement contains certain provisions relating to the use of the Property, with respect to which the parties have agreed to execute and record this Agreement Containing Covenants.

NOW, THEREFORE, CITY AND PURCHASER COVENANT AND AGREE AS FOLLOWS:

1. The Purchaser covenants and agrees that the Purchaser, such successors, and such assigns, shall devote the Property (or any part thereof), for a period of five-fifteen (5-15) years, to the uses specified therefore in the Homebuyer Agreement, and this Agreement Containing Covenants attached to the Homebuyer Agreement as Exhibit B, (collectively, the "Restrictions") and incorporated herein by this reference. These uses include use of the Property as the principal place of residence of Purchaser.

2. For purposes of the Restrictions, a Low Income household is one whose household income does not exceed eighty percent (80%) of the area median income, adjusted for family size, as such figure is published from time to time by the United States Department of Housing and Urban Development ("HUD"), and a Moderate Income household is one whose household income does not exceed one hundred-twenty percent (120%) of the area median income, adjusted for family size, as such figure is published from time to time by HUD. The applicable income limits as of Date of Loan Signing, are set forth in Exhibit B, attached hereto and incorporated herein by this reference. Upon request of the Purchaser, the City shall provide to Purchaser the current income limits, as published by HUD, and such revised income limits shall be deemed to replace Exhibit B.

3. Purchaser covenants and agrees for itself, that there shall be no unlawful discrimination against or segregation of any person, or group of persons, on account of race, color, religious creed, national origin, ancestry, physical disability (including HIV and AIDS - acquired or perceived), medical condition (including cancer), age, marital status, sex, sexual orientation or preference, or retaliation for having filed a discrimination complaint, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Purchaser itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property.

4. The Purchaser shall refrain from restricting the sale, lease, sublease, rental, transfer, use, occupancy, tenure, or enjoyment of the Property (or any part thereof) on the basis of race, color, religious creed, national origin, ancestry, physical disability (including HIV and AIDS - acquired or perceived), medical condition (including cancer), age, marital status, sex, sexual orientation or preference, or in retaliation for having filed a discrimination complaint. All such deeds, leases or contracts pertaining thereto shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) "The grantee herein covenants by and for himself/herself, his/her heirs, executors, administrators and assigns, and all persons claiming under or through him/her, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religious creed, national origin, ancestry, physical disability (including HIV and AIDS - acquired or perceived), medical condition (including cancer), age, marital status, sex, sexual orientation or preference, or retaliation for having filed a discrimination complaint in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself/herself or any person claiming under or through him/her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

5. The expansive provisions contained in Paragraphs 3. and 4. of this Agreement, prohibiting discrimination and segregation for any conceivable use of the Property, shall not be deemed or construed to permit rental occupancy, or any use other than residential ownership of the Property. Purchaser's covenant of owner-occupancy shall not be circumvented by language prohibiting discrimination in any and all uses of the Property.

6. In amplification and not in restriction of the provisions set forth hereinabove, it is intended and agreed that City shall be deemed a beneficiary of the covenants and agreements provided hereinabove both for and in its own right and also for the purposes of protecting the interests of the community. All covenants without regard to technical classification or designation shall be binding for the benefit of City, and such covenants shall run in favor of City for the entire period during which such covenants shall be in force and effect, without regard to whether City is or remains an owner of any land or interest therein to which such covenants relate. City shall have the right, in the event of any breach of any such covenant or agreement, to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach of covenant or agreement.

7. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Agreement Containing Covenants shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest permitted by the Homebuyer Agreement, provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, limitations, and provisions, unless such owner's title was acquired by foreclosure trustee's sale through the Primary Lender.

8. Only the City, its successors and assigns, and Purchaser and the successors and assigns of Purchaser in and to all or any part of the title to the Property shall have the right to consent and mutually agree to changes in, or to eliminate in whole or in part, any of the covenants, easements, or other restrictions contained in this Agreement Containing Covenants, or to subject the Property and/or manufactured housing units acquired pursuant to the Homebuyer Agreement to additional covenants, easements or other restrictions. City, its successors and assigns, and Purchaser and the successors and assigns of Purchaser in and to all or any part of the title to the Property shall have the right to consent and mutually agree to changes in, or to eliminate in whole or in part, any of the covenants, easements, or restrictions contained in this Agreement Containing Covenants or to subject the Property to additional covenants, easements, or other restrictions without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust, or any other person or entity having any interest less than a fee in the Property.

9. The covenants established in this Agreement, shall, without regard to technical classification and designation, be binding on the Purchaser for the benefit and in favor of the City, its successors and assigns. Except as set forth below, the covenants contained in this Agreement shall remain in effect for not less than five-fifteen (5-15) years from the date of this Agreement Containing Covenants or until the purchaser transfers title to another party. The covenants against discrimination (as described in Paragraphs 3 and 4) shall remain in perpetuity.

IN WITNESS WHEREOF, the City and the Purchaser have executed this Agreement Containing Covenants.

"CITY"
City Of Bakersfield

By: _____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney

"PURCHASER"

By: _____
CLIENT NAME

"PURCHASER"

By: _____
CLIENT NAME

(more signatures follow)

APPROVED AS TO CONTENT:
DEVELOPMENT SERVICES DEPARTMENT

By: _____
PHIL BURNS
Interim Development Services Director

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

EXHIBIT “A”

LEGAL DESCRIPTION

Legal Description

EXHIBIT "B"

INCOME LIMITS

Number of Persons in Family	HUD 80% Median	HCD 120% Median
1	$33,450	$54,450
2	$38,200	$62,200
3	$43,000	$70,000
4	$47,750	$77,750
5	$51,600	$83,950
6	$55,400	$90,200

EFFECTIVE MAY 31, 2019

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent – Agreements t.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 2/21/2019

WARD: Ward(s) 1, 2

SUBJECT: Amendment to No. 2 to Agreement 13-226 ($152,154.74; revised not to exceed $272,912.74), with PG&E for utility relocations.

STAFF RECOMMENDATION:

Staff recommends approval of amendment.

BACKGROUND:

As a part of the City's Beltway Operational Improvements Project, it is necessary to relocate electric facilities that were in direct conflict with the project. Relocation is required for the City to obtain a right-of-way certification from Caltrans.

Therefore, the City of Bakersfield and PG&E entered into Agreement No. 13-226 on December 11, 2013 to complete the relocation. The cost was based on a preliminary estimate; however actual costs were higher than the preliminary estimate. This total cost is shared between the City and PG&E at a 71-29 ratio based on whether the electric facilities are in a private easement or covered under the City's franchise agreement with PG&E. The new total and final cost for the relocation is $272,912.74, of which, the City's cost is $194,859.70 and PG&E's is $78,053.04.

Adequate local funds have been previously budgeted to cover these additional costs. There is no General Fund impact associated with this amendment.

ATTACHMENTS:

Description	Type
Amendment 2 for Agreement 13-226	Agreement

AGREEMENT NO. _____

AMENDMENT NO. [2] TO
UTILITY AGREEMENT NO. 13-226

THIS AMENDMENT NO. 2 TO UTILITY AGREEMENT NO. 13-226 is made and entered into on _____, by and between the **CITY OF BAKERSFIELD,** a municipal corporation (referred to herein as "CITY"), and **PG&E,** a California public utility company, ("OWNER" herein).

R E C I T A L S

WHEREAS, CITY and OWNER entered into Utility Agreement No. 13-226 ("AGREEMENT" herein) on December 11, 2013 for relocation work of OWNER's facilities that are within the limits of CITY's project; and

WHEREAS, On August 13, 2014, CITY and OWNER entered into Amendment No. 1 to this Agreement to clarify that this relocation work was to be done under the Beltway Operational Improvements Project ("PROJECT" herein); and

WHEREAS, the original agreement and cost estimate were based on a preliminary engineering relocation plan performed by PG&E; and

WHEREAS, the City needed this Utility Agreement approved before the end of December of 2013 in order to avoid new federal requirements to utility agreements rules in regards to utility regulations; and

WHEREAS, this preliminary estimate was not accurate as a full and formal process to estimate was not performed due to this upcoming deadline; and

WHEREAS, the OWNER has submitted a Final Billing Invoice in the amount of $194,859.70 for the CITY's portion of the relocation cost

WHEREAS, CITY and OWNER now desire to enter into Amendment No. Two (2) to Utility Agreement No. 13-226 to address additional relocation costs; and

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and OWNER mutually agree as follows:

I. Section II of AGREEMENT, entitled, "LIABILITY OF WORK" is hereby amended to read as follows:

II. LIABILITY OF WORK

The liability rights varied amongst the 7 poles to be relocated; 3 poles in accordance with superior rights and 4 poles in accordance with Section 5(C) of the Freeway Master Contract dated November 1, 2004.

Section 5(C) of Freeway Master Contract	=	50% City	=	4/7 poles	=	28.6%
Owner's Superior Rights	=	100% City	=	3/7poles	=	42.8%
TOTAL CITY PERCENTAGE						**71.4%**
CITY COST						**$194,859.70**
TOTAL OWNER's PERCENTAGE						**28.6%**
OWNER's COST						**$78,053.04**

The existing facilities described in Section I above will be relocated at **71.4% CITY** expense and **28.6% Owner** expense. The total cost to perform this work is estimated to be **$272,912.74**.

II. Except as amended herein, all provisions of Utility Agreement No. 13-226 as amended shall remain in full force and effect.

[Signatures on the next page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. Two (2) to Utility Agreement No 13-226 to be executed the day and year first above written.

"CITY"
CITY OF BAKERSFIELD

By: _____
KAREN GOH, Mayor

"OWNER"
PACIFIC GAS AND ELECTRIC COMPANY

By: _____

Print Name: ROBERT L JONES

Title: Manager, Land Rights

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By: _____
NICK FIDLER
Public Works Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
ANDREW HEGLUND
Deputy City Attorney

COUNTERSIGNED:

By: _____
NELSON SMITH
Finance Director

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent – Agreements u.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 5/21/2019

WARD:

SUBJECT: Amendment No.1 to Agreement No. 16-117 with Group Delta Consultants, Inc. ($25,000; revised not exceed $125,000 and extend term one year to June 30, 2020) for On-Call Asbestos & Lead Testing.

STAFF RECOMMENDATION:

Staff recommends approval of the amendment

BACKGROUND:

On June 29, 2016, the City Council approved Agreement No. 16-117 for $100,000.00 with Group Delta Consultants, Inc. (consultant) to provide on-call asbestos and lead testing for the Capital Improvement Program (CIP) for Fiscal Year (FY) 2016-2017, FY 2017-2018, and FY 2018-2019.

The consultant has provided exceptional asbestos testing services to the City, which is crucial in completing CIP projects in a timely manner. Asbestos and lead testing are necessary for several CIP projects. Examples of these services include a location survey and identification of the presense of asbestos and/or lead in structures that must be demolished in order to make way for roadway or other CIP projects.

The funding source for this agreement is through budgeted CIP projects in various funds. Staff recommends extending the term of the agreement through June 30, 2020, which will cover FY 2019-2020. Additionally, staff recommends expanding the scope of work, with an increase in compensation of $25,000 to account for the expanded scope. The consultant's total compensation after this amendment is not to exceed $125,000.

ATTACHMENTS:

Description	Type
Amendment No. 1 to Agreement No. 16-117	Agreement

AGREEMENT NO. _____

AMENDMENT NO. ONE TO
AGREEMENT NO. 16-117

THIS AMENDMENT NO. ONE TO AGREEMENT NO. 16-117 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 **GROUP DELTA CONSULTANTS, INC.,** a California corporation (referred to herein as "CONTRACTOR").

R E C I T A L S

WHEREAS, on June 29, 2016, the CITY and CONTRACTOR entered into Agreement No. 16-117, wherein CONTRACTOR agreed to provide On Call Asbestos Survey for Capital Improvement Projects; and

WHEREAS, CITY and CONTRACTOR desire to expand scope of work, increase compensation by $25,000.00, and extend the term of Agreement No. 16-117 to June 30, 2020.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree to amend Agreement No. 16-117 as follows:

1. Section 1 of Agreement No. 16-117 entitled "Scope of Work" is hereby amended to read as follows:

> **1. SCOPE OF WORK.** The scope of work is generally described as "On Call Asbestos Survey for Capital Improvement Projects of the City of Bakersfield – Fiscal Years 2016-2017, 2017-2018, 2018-2019, and 2019-2020". The scope of work for on call services is more particularly described as providing asbestos survey to the CITY as the CITY identifies specific projects for which the CONTRACTOR will provide said services during the CITY's Fiscal Year 2016-2017, Fiscal Year 2017-2018, Fiscal Year 2018-2019, and Fiscal Year 2019-2020. The scope of work shall include all items contained in CITY's RFQ&P, dated March 25, 2016; CITY's Request for Proposal for a specific project, which is yet to be prepared; and CONTRACTOR's Proposal prepared for a specific project, which is yet to be prepared. CITY's yet to be prepared Request for Proposal(s) and CONTRACTOR's yet

to be prepared Proposals(s) are incorporated herein by reference as though fully set forth.
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. Section 2 of Agreement No. 16-117 entitled "Compensation" is hereby amended to read as follows:

> **2. <u>COMPENSATION</u>.** Compensation for all work, services, or products called for under this Agreement shall consist of a total payment in the amounts outlined in CONTRACTOR's Proposal(s) for specific projects, which shall be based on the hourly rate schedule CONTRACTOR submitted with his SOQ. In no case shall the CONTRACTOR receive more than One Hundred Twenty-Five Thousand Dollars ($125,000.00) in aggregate total for all work performed under this Agreement during the term of this Agreement as set forth in Clause 12.
>
> 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.

3. Section 12 of Agreement No. 16-117 entitled "Term" is hereby amended to read as follows:

> **12. <u>TERM</u>.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on June 30, 2020.

4. Except as amended herein, all other provisions of Agreement No. 16-117 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. One to Agreement No. 16-117 to be executed the day and year first above written.

"CITY"
CITY OF BAKERSFIELD

By:_____
KAREN K. GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
ANDREW HEGLUND
Deputy City Attorney II

Insurance_____

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By:_____
NICK FIDLER
Public Works Director

COUNTERSIGNED:

By:_____
NELSON SMITH

"CONTRACTOR"
GROUP DELTA CONSULTANTS, INC.

By:_____

Print Name:_____

Title: _____

Finance Director

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent – Agreements v.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 5/21/2019

WARD:

SUBJECT: Amendment No. 2 to Agreement No. 16-115 with Quad Knopf, Inc. ($50,000; revised not to exceed $200,000 and extend term one year to June 30, 2020) for On-Call Environmental Services for non-federally funded capital improvement projects.

STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

BACKGROUND:

On June 29, 2016, the City Council approved Agreement No. 16-115 for $150,000.00 with Quad Knopf, Inc.(dba QK) (consultant) to provide on-call environmental services for non-federally funded capital improvement projects (CIP) for Fiscal Year (FY) 2016-2017 and FY 2017-2018.

On June 20, 2018, the City Council approved Amendment No. 1 to Agreement No. 16-115 with the consultant, which extended the term of the agreement one year, to June 30, 2019, to cover FY 2018-2019, with no additional compensation.

The consultant continues to provide exceptional environmental services to the City, with less than 24-hour notice in some cases. This prompt response time is important in completing CIP projects in a timely manner. Environmental services are necessary for several CIP projects. An example of these services includes surveying to determine if endangered species inhabit a project site. The consultant conducts training sessions for contractor's staff to ensure that staff follow certain procedures in the event that a kit fox, or other endangered species, is encountered on, or around a project site.

The funding source for this agreement is through budgeted CIP projects in various funds. Staff recommends extending the term of the agreement through June 30, 2020, which will cover FY 2019-2020. Additionally, staff recommends expanding the scope of work, with an increase in compensation of $50,000 to account for the expanded scope. The consultant's total compensation after this amendment is not to exceed $200,000.

ATTACHMENTS:

	Description	Type
	Amendment No. 2 to Agreement No. 16-115	Agreement

AGREEMENT NO. _____

AMENDMENT NO. TWO TO
AGREEMENT NO. 16-115

THIS AMENDMENT NO. TWO TO AGREEMENT NO. 16-115 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 **QUAD KNOPF, INC., (dba QK)** a California corporation (referred to herein as "CONTRACTOR").

R E C I T A L S

WHEREAS, on June 29, 2016, the CITY and CONTRACTOR entered into Agreement No. 16-115, wherein CONTRACTOR agreed to provide On Call Environmental Services for Non-Federally Funded Capital Improvement Projects; and

WHEREAS, on June 20, 2018, the CITY and CONTRACTOR entered into Amendment No. 1 for Agreement No. 16-115, wherein Contractor agreed to extend terms of Agreement No. 16-115 to June 30, 2019.

WHEREAS, CITY and CONTRACTOR desire to expand scope of work, increase compensation by $50,000.00, and extend the term of Agreement No. 16-115 to June 30, 2020.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree to amend Agreement No. 16-115 as follows:

1. Section 1 of Agreement No. 16-115 entitled "Scope of Work" is hereby amended to read as follows:

> **1. SCOPE OF WORK.** The scope of work is generally described as "On Call Environmental Services for Non-Federally Funded Capital Improvement Projects of the City of Bakersfield – Fiscal Years 2016-2017, 2017-2018, 2018-2019, and 2019-2020". The scope of work for on call services is more particularly described as providing environmental services to the CITY as the CITY identifies specific projects for which the CONTRACTOR will provide said services during the CITY's Fiscal Year 2016-2017, Fiscal Year 2017-2018, Fiscal Year 2018-2019, and Fiscal Year 2019-2020. The scope of work shall include all items contained in CITY's RFQ&P, dated March 25, 2016;

CITY's Request for Proposal for a specific project, which is yet to be prepared; and CONTRACTOR's Proposal prepared for a specific project, which is yet to be prepared. CITY's yet to be prepared Request for Proposal(s) and CONTRACTOR's yet to be prepared Proposals(s) are incorporated herein by reference as though fully set forth.

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. Section 2 of Agreement No. 16-115 entitled "Compensation" is hereby amended to read as follows:

2. <u>COMPENSATION</u>. Compensation for all work, services, or products called for under this Agreement shall consist of a total payment in the amounts outlined in CONTRACTOR's Proposal(s) for specific projects, which shall be based on the hourly rate schedule CONTRACTOR submitted with his SOQ. In no case shall the CONTRACTOR receive more than Two Hundred Thousand Dollars ($200,000.00) in aggregate total for all work performed under this Agreement during the term of this Agreement as set forth in Clause 12.

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.

3. Section 12 of Agreement No. 16-115 entitled "Term" is hereby amended to read as follows:

12. <u>TERM</u>. Unless terminated sooner, as set forth herein, this Agreement shall terminate on June 30, 2020.

Except as amended herein, all other provisions of Agreement No. 16-115 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. Two to Agreement No. 16-115 to be executed the day and year first above written.

"CITY"
CITY OF BAKERSFIELD

By:_____
KAREN K. GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
ANDREW HEGLUND
Deputy City Attorney II

Insurance_____

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By:_____
NICK FIDLER
Public Works Director

COUNTERSIGNED:

By:_____
NELSON SMITH
Finance Director

"CONTRACTOR"
QUAD KNOPF, INC. (dba QK)

By:_____

Print Name:_____

Title: _____

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent – Agreements w.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 5/17/2019

WARD: Ward 1

SUBJECT: Amendment No. 1 to Agreement No. PW18-123 with VN Enterprises, Inc. DBA Mulchmaster ($80,000; revised not to exceed $120,000) to continue accepting recycled wood material.

STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

BACKGROUND:

The City entered Agreement No. PW18-123 with Mulchmaster on September 17, 2018 to establish an outlet for recycled wood material from the Mt. Vernon Avenue Greenwaste Facility. Mulchmaster is one of four outlets the facility uses that accepts recycled wood material.

Mulchmaster has provided a beneficial service to the facility by specializing in taking wood as large logs and stumps that other outlets do not handle. With no other outlets available of this type, it is prudent to continue utilizing Mulchmaster's services.

If approved this amendment will increase the compensation by $80,000 for a revised not to exceed amount of $120,000. The costs for this service are part of the Greenwaste Facility program for which Kern County reimburses a pro-rata share.

Refuse Enterprise funds provide funding for this agreement, therefore, there is no General Fund impact associated with this amendment.

ATTACHMENTS:

	Description	Type
🗋	Amendment One to Mulch Master Agreement No. PW18-123	Agreement

AGREEMENT NO. _____

AMENDMENT NO. ONE [1] TO
AGREEMENT NO. PW18-123

THIS AMENDMENT NO. ONE (1) TO AGREEMENT NO. PW18-123 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 **VN ENTERPRISES, INC. DBA MULCHMASTER** (referred to herein as "CONTRACTOR").

R E C I T A L S

WHEREAS, on September 17, 2018, the CITY and CONTRACTOR entered into Agreement No. PW18-123, whereby CONTRACTOR agrees to accept delivery of up to 2,000 tons of logs and rounds during the term; and

WHEREAS, Agreement No. PW18-123 was entered into with a total compensation of Forty Thousand Dollars ($40,000); and

WHEREAS, CITY and CONTRACTOR wish to continue the delivery of logs and rounds, and increase the total compensation by Eighty Thousand Dollars ($80,000) for a total compensation not to exceed One Hundred and Twenty Thousand Dollars ($120,000); and

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree to amend Agreement No. PW18-123 as follows:

1. Section 2 of Agreement No. PW18-123 entitled "Compensation" is hereby amended to read as follows:

> **2. COMPENSATION; TITLE AND RISK OF LOSS.** CITY agrees to pay CONTRACTOR $250.00 per load of logs and rounds loaded in CONTRACTOR'S high side end dump trucks. The compensation set forth in this section shall be the total compensation not to exceed One Hundred and Twenty Thousand Dollars ($120,000) including, but not limited to, all out-of-pocket costs and taxes. Title and risk of loss to the logs and rounds shall transfer to Contractor from the City, after the logs and rounds are loaded in Contractor's trucks.

2. Except as amended herein, all other provisions of Agreement No. PW18-123 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. One [1] to Agreement No. PW18-123 to be executed the day and year first above written.

"CITY"
CITY OF BAKERSFIELD
MULCHMASTER

By:_____
KAREN GOH
Mayor

"CONTRACTOR"
VN ENTERPRISES, INC. DBA

By:_____

Print Name: **David Mittelstadt**

Title: **President**

APPROVED AS TO CONTENT:
PUBLIC WORKS DIRECTOR

By:_____
NICK FIDLER
Public Works Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
JOSHUA H. RUDNICK
Deputy City Attorney II

Insurance: _____

COUNTERSIGNED:

By:_____
NELSON SMITH
Finance Director

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent – Agreements x.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 5/3/2019

WARD:

SUBJECT: Amendment No. 3 to Agreement No. 18-103 with Metropolitan Recycling Corporation ($900,000; revised not to exceed $1,700,000 and extend term one year) for the acceptance of commingled recyclables.

STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

BACKGROUND:

Recyclable materials from the City's curbside and commercial blue bin recycling programs are collected as a commingled mix of plastic, paper, metal, and glass. The commingled recyclables are sorted into separate commodities at local facilities and shipped to mills that use the raw commodities in manufacturing. The majority of the mills are located in China.

Historically, over two-thirds of California's recyclables have been sold in China. During the last two decades, economic growth in China provided a demand for recyclables. However, the Chinese government has since changed policy to reserve its domestic mill capacity for handling the increasing amount of recyclables from China's rapid urbanization. This policy change, which began in early 2016, resulted in tighter markets for California's recyclables and lowered the market value of recyclables.

In 2011, the City received a high of $65 per ton for commingled recyclables, the value declined to zero in late 2017. Further declining values have resulted in one sorting center currently charging $90 per ton to take City's recyclables. This charge covers the cost of labor and equipment for sorting, plus shipping costs. Such costs were historically covered by the higher value of recyclables. Despite these new costs, the City is required to continue the recycling programs in order to maintain compliance with state mandates.

The City is currently recycling about 12,000 tons per year. There are two local sorting facilities in Bakersfield - BARC on South Union Avenue and Metropolitan Recycling Center (MRC) located on Mt Vernon Avenue. It is necessary for the City to be able to use both facilities as the capacity

and prices fluctuate from time to time.

On April 24, 2018, the City entered Agreement #PW18-057 with MRC. The agreement was a stopgap measure to allow recycling to continue in the wake of the unprecedented market shift described above. The agreement amount of $40,000 was estimated to cover the remainder of FY 2017-18. Since then, the following amendments were approved:

- Amendment No. 1 approved on June 20, 2018 extended the term to July 1, 2019 and added $90,000 to the agreement (revised not to exceed $130,000).
- Amendment No. 2 approved on September 19, 2018 added $670,000 to the agreement (revised not to exceed $800,000).

Proposed amendment No. 3 will extend the agreement's term to July 1, 2020 and add $900,000 to the agreement. If approved, the revised not to exceed compensation will be $1,700,000.

Staff recommends approval of the amendment. Refuse Enterprise funds provide funding for this agreement; therefore, there is no impact to the General Fund.

ATTACHMENTS:

	Description	Type
🗋	Amendment (3) to Agreement No. 18-103 with MRC	Agreement

AGREEMENT NO. _____

AMENDMENT NO. THREE (3) TO
AGREEMENT NO. 18-103

THIS AMENDMENT NO. THREE (3) TO AGREEMENT NO. 18-103 is made and entered into on _____, by and between the **CITY OF BAKERSFIELD,** a municipal corporation, ("CITY" herein) and **METROPOLITAN RECYCLING LLC.**, a California corporation ("CONTRACTOR" herein).

R E C I T A L S

WHEREAS, CONTRACTOR operates a materials recovery facility (the "MRF") on property leased from CITY pursuant to that certain Recycling Facility Ground Lease, Agreement No. 99-329 as amended by Agreement No. 99-329(1), Agreement NO. 99-329(2), and Agreement No. 99-329(3) (collectively the "Lease"); and

WHEREAS, CITY has implemented a residential curbside recycling program pursuant to which residential recyclable materials are source separated and deposited into blue carts by program participants (the "Comingled Materials"), which are then taken to a processing facility (including the MRF) for processing into marketable recycled materials; and

WHEREAS, CITY has also implemented a commercial recycling program pursuant to which commercial recyclable materials are source separated and deposited into blue carts or bins by program participants (the "Comingled Materials"), which are then taken to a processing facility (including the MRF) for processing into marketable recycled materials; and

WHEREAS, CITY has entered into a Refuse Collection Agreement, Agreement No. 06-300 as amended by Agreement No. 06-300(1) with Kern Refuse Disposal, Inc. (collectively the "Refuse Collection Agreement"). Pursuant to said Refuse Collection Agreement, Kern Refuse Disposal, Inc. ("Kern Refuse"), through its member haulers, services certain residential and commercial accounts of the CITY on behalf of the CITY. Such accounts include collection of Comingled Recyclable Materials; and

WHEREAS, CITY owns the Comingled Recyclable Materials that are picked up by both the CITY and the haulers of Kern Refuse in the residential curbside recycling program. Neither CITY nor any of the Kern Refuse haulers is required to take the Materials to the MRF although much of such Materials have been taken to the MRF for processing; and

WHEREAS, in the past CONTRACTOR has paid City for the Comingled Recyclable Materials, and the market value of the Materials after processing by the MRF exceeded the cost of processing. More recently, the cost of processing the Comingled Recyclable Materials has exceeded the value of processed recycled materials due to market conditions, so that CONTRACTOR needs to charge CITY and its other customers for its acceptance of the Comingled Recyclable Materials to avoid or minimize its losses; and

WHEREAS, on April 24, 2018 the parties entered into Agreement No PW18-057 to more thoroughly set forth the terms and conditions under which CONTRACTOR shall be required to accept Comingled Recyclable Material from the CITY and from the Kern Refuse haulers with respect to the Comingled Recyclable Materials owned by the CITY as determined under the Refuse Collection Agreement, and for other comingled Recyclable Materials collected by CITY under its commercial recycling program; and

WHEREAS, on June 20, 2018 the parties amended Agreement No. 18-103 to extend the agreement term to expire July 1, 2019, and increase compensation by NINETY THOUSAND DOLLARS ($90,000) in an amount not to exceed ONE HUNDRED THIRTY THOUSAND DOLLARS ($130,000); and

WHEREAS, on September 19, 2018 the parties amended Agreement No. 18-103 to increase compensation by SIX HUNDRED SEVENTY THOUSAND DOLLARS ($670,000) for a total amount not to exceed EIGHT HUNDRED THOUSAND DOLLARS ($800,000) to allow the continuance of accepting Comingled Recyclable Materials; and

WHEREAS, the parties agree to amend Agreement No. 18-103 to extend the agreement term to expire July 1, 2020 and increase compensation by NINE HUNDRED SEVENTY THOUSAND DOLLARS ($900,000) for a total amount not to exceed ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS ($1,700,000) to allow the continuance of accepting Comingled Recyclable Materials.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. Section 3 of Agreement No. 18-103 entitled "Limitations on Amounts Payable by City" is hereby amended to read as follows:

> **3. LIMITATIONS ON AMOUNTS PAYABLE BY CITY**. In no event shall the amounts payable by CITY to CONTRACTOR exceed the sum of ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS ($1,700,000) without the approval of a modification of this Agreement by the CITY and the City Council.

2. Section 8 of Agreement No. PW18-057 entitled "Term" is hereby amended to read as follows:

8. TERM. This Agreement shall have a term ending July 1, 2020.

3. Except as amended herein, all other provisions of Agreement No. 18-103 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first-above written.

"CITY"
CITY OF BAKERSFIELD

By:_____
Karen Goh
Mayor

"CONTRACTOR"
METROPOLITAN RECYCLING LLC.

By:_____

Print Name:__**Martin D. Graves**

Title: __**Facility Sales Manager**

APPROVED AS TO CONTENT:
PUBLIC WORKS DIRECTOR

By:_____
NICK FIDLER
Public Works Director

APPROVED AS TO FORM:
CITY ATTORNEY

By:_____
JOSHUA H. RUDNICK
Deputy City Attorney II

Insurance: _____

COUNTERSIGNED:

By:_____
NELSON SMITH
Finance Director

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ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent – Agreements y.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 4/26/2019

WARD:

SUBJECT: Freeway Litter Program:

1. Amendment No. 7 to Agreement No. 13-072 with the Bakersfield Homeless Center ($544,640; revised not to exceed $3,661,684 and extend term one year, to June 30, 2020) for litter and debris removal services.
2. Memorandum of Agreement with Kern Council of Governments to provide continuation of funding ($150,000) for freeway litter program for Fiscal Year 2019-20.

STAFF RECOMMENDATION:

Staff recommends approval of the amendment and memorandum of agreement.

BACKGROUND:

On May 1, 2013, Council adopted the "Freeway Litter Program" and approved associated agreements with the Bakersfield Homeless Center (BHC), Caltrans, and Kern Council of Governments (Kern COG). These agreements allowed Caltrans and Kern COG to provide the funding for freeway litter removal services, while BHC crews performed the work. Since then, private sponsors have also contributed to Westside Parkway litter removal, PG&E litter removal at the old Kern Power Plant site at Rosedale and Coffee, and for cleanup along the bike path/riverbank.

The Litter Program has been a resounding success, and has been implemented at minimal cost to the City. The freeways, bike paths and other areas are cleaned regularly, and BHC clients have received income from the program which has helped to facilitate housing solutions for clients and their families. The City also continues to receive awards and recognition for this innovative program. More recently, several additional City Departments have budgeted to use BHC for seasonal clean-up services within their respective functions and the program has proven to be cost effective for seasonal clean-ups.

Item 1 – Amendment No. 7 to Agreement No. 13-072 with BHC

Agreement No. 13-072 was approved on May 1, 2013 and provided for litter removal services with annual compensation not to exceed $561,600. This Agreement was for a one-year term,

with four annual renewal options. Council has approved the following Amendments to the original agreement:

- **Amendment No. 1** (April 16, 2014) extended term to June 30, 2015 and added $129,040 to the Agreement (revised not to exceed of $690,640).
- **Amendment No. 2** (May 21, 2014) added Kern Cog's $150,000 commitment to the Program (revised not to exceed of $840,640).
- **Amendment No. 3** (June 24, 2015) extended term to June 30, 2016 and added $561,588 to the Agreement (revised not to exceed of $1,402,228).
- **Amendment No. 4** (June 29, 2016) extended term to June 30, 2017 and added $561,588 to the Agreement (revised not to exceed of $1,963,816).
- **Amendment No. 5** (June 7, 2017) extended term to June 30, 2018, with a renewal option of five years and added $561,588 to the Agreement (revised not to exceed of $2,525,404).
- **Amendment No. 6** (June 6, 2018) extended term to June 30, 2019 and added $591,640 to the Agreement (revised not to exceed of $3,117,044).

Proposed Amendment No. 7 will extend the Agreement's term one year and will expire on June 30, 2020 and adds $544,640 to the Agreement. If approved, the revised not to exceed compensation would be $3,661,684. The impact of the minimum wage increase that takes effect January 1, 2020 was offset by a slight reduction in hours to be worked.

Item 2 – Memorandum of Agreement (MOA) with Kern COG

Kern COG has provided funding for freeway litter removal services since the program's inception. The proposed MOA continues the partnership between Kern COG, BHC, and the City to meet the Council's goal of beautification of the City. The MOA provides $150,000 of funding for FY 19/20.

The original agreement with Caltrans provides continued annual funding of $252,640 with no amendment required.

ATTACHMENTS:

	Description	Type
	Amendment (7) to Agreement No. 13-072 with Bakersfield Homeless Center	Agreement
	MOA	Agreement

AGREEMENT NO. _____

AMENDMENT NO. SEVEN [7] TO
AGREEMENT NO. 13-072

THIS AMENDMENT NO. SEVEN (7) TO AGREEMENT NO. 13-072 is made and entered into on _____, by and between the **CITY OF BAKERSFIELD,** a municipal corporation (referred to herein as "CITY"), and **BAKERSFIELD HOMELESS CENTER**; (referred to herein as "CONTRACTOR").

R E C I T A L S

WHEREAS, on the 1st of May of 2013, the CITY and CONTRACTOR entered into Agreement No. 13-072, wherein CONTRACTOR, using its own trained labor force, shall manually gather, bag, and pile litter from alongside designated roadways and other designated areas. Up to three crews of five (5) people each and one (1) working supervisor and up to one (1) crew of three (3) people each and one (1) working supervisor from Contractor will gather, bag and pile all litter and loose debris found along the roadway and other designated areas on a schedule as determined by CITY; and

WHEREAS, on May 21st, 2014 the CITY and CONTRACTOR entered into Agreement No. 13-072(2) whereby the contract was increased to not exceed $840,640 with a termination date of June 30th, 2015; and

WHEREAS, on June 24th, 2015 the CITY and CONTRACTOR entered into Agreement No. 13-072(3) whereby the contract was increased to not exceed $1,402,228 with a termination date of June 30th, 2016; and

WHEREAS, on June 08, 2016 the CITY and CONTRACTOR entered into Agreement No. 13-072(4) whereby the contract was increased to not exceed $1,963,816 with a termination date of June 30th, 2017; and

WHEREAS, on June 07, 2017 the CITY and CONTRACTOR entered into Agreement No. 13-072(5) whereby the contract was increased to not exceed $2,525,404 with a termination date of June 30th, 2018; and

WHEREAS, on June 06, 2018 the CITY and CONTRACTOR entered into Agreement No. 13-072(6) whereby the contract was increased to not exceed $3,117,044 with a termination date of June 30th, 2019; and

WHEREAS, the term of the Agreement is nearing expiration and the parties desire to renew the term of the Agreement No. 13-072 for a period of one year so that the Agreement can end on June 30th, 2020; and

WHEREAS, due to an increase in the California State minimum wage effective January 1, 2020 and corresponding insurance premiums, both parties agree to increase the hourly rate paid to CONTRACTOR; and

WHEREAS, CITY and CONTRACTOR wish to increase the total compensation by $544,640 to continue with the litter gathering services.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree to amend Agreement as follows:

1. Paragraph No. 2 of Agreement No. 13-072, entitled "Compensation" is hereby amended to read as follows:

2. <u>COMPENSATION</u>. Compensation for all work, services or products called for under this Agreement shall be payable in accordance with section 2.1 "Payment Procedure" as stated below but in no event shall exceed **Three Million Six Hundred Sixty-One Thousand, Six Hundred and Eighty Four Dollars ($3,661,684)** for the life of the contract.

2.1 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. Compensation shall be made on a per crew basis but crew sizes may vary. The fee for service will be based on a **$20.31** per hour rate per person through December 31, 2019. As of January 1, 2020, the fee for service will be based on a **$22.68** per hour rate per person. Calculating the hourly rate is based on starting at the time the crew leaves their facility to the time the crew returns to their facility and does not include a 30 minute lunch break. Weekly safety training is included as part of the payment period.

2. Paragraph No. 9 of Agreement No. 13-072, entitled "Term" is hereby amended to read as follows:

9. <u>TERM.</u> Unless terminated sooner, as set forth herein, this Agreement shall be for a one (1) year period and shall be renewable annually thereafter for three (3) more consecutive one-year periods. Renewal options shall be exercised by written notice by the Public Works Director or his designee at the sole option and discretion of the CITY. Both parties agree to renew the term of the Agreement for a sixth year ending on June 30th, 2020.

3. Except as amended herein, all other provisions of Agreement No. 13-072, as amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. [7] to Agreement No. 13-072 to be executed the day and year first above written.

"CITY"
CITY OF BAKERSFIELD

By:_____
KAREN GOH
Mayor

"CONTRACTOR"
BAKERSFIELD HOMELESS CENTER

By:_____

Print Name: _**Louis B. Gill**____

Title: _**Executive Director**_____

APPROVED AS TO CONTENT:
PUBLIC WORKS DIRECTOR

By:_____
NICK FIDLER
Public Works Director

APPROVED AS TO FORM:
CITY ATTORNEY

By:_____
JOSHUA H. RUDNICK
Deputy City Attorney II

Insurance: _____

COUNTERSIGNED:

By:_____
NELSON SMITH
Finance Director

MEMORANDUM OF AGREEMENT BETWEEN KERN COUNCIL OF GOVERNMENTS ACTING AS THE KERN MOTORIST AID AUTHORITY AND THE CITY OF BAKERSFIELD

THIS MEMORANDUM OF AGREEMENT (**"Agreement"**), made and entered into this ____ day of _____, 2019 (**"Execution Date"**), is by and between the City of Bakersfield, a charter city and municipal corporation, (**"CITY "**) and Kern Council of Governments acting as the Kern Motorist Aid Authority, a joint powers entity (**"KERN COG"**). City and Kern COG are referred to individually **as a "Party" and collectively as the "Parties"**.

RECITALS:

A. KERN COG adopted the FY 2019-20 Overall Work Program and Financial Plan; and

B. KERN COG acting as the Kern Motorist Aid Authority adopted a Financial Plan for operation and maintenance of a motorist aid system; and

C. California Streets and Highways Code Section 2557(d) states that monies that exceed the amount needed for full implementation and ongoing costs to maintain and operate the motorist aid system, may be used for purposes of safety-related motorist aid projects; and

D. Studies show that roadway hazards and obstructions, including litter and debris cause numerous accidents per year in North America; and

E. The CITY has established a program for hazard and obstruction removal on state highways traversing the CITY; and

F. KERN COG acting as the Kern Motorist Aid Authority is willing to provide funding to assist with hazard and obstruction removal on state highways traversing through the CITY.

AGREEMENT:

1. CITY shall be the lead agency for the operation of the hazard and obstruction removal program on state highways traversing through the CITY.

2. CITY, beginning July 1, 2019, shall submit an invoice each month to KERN COG in the amount of twelve thousand five hundred dollars ($12,500) to be used for hazard and obstruction removal on state highways traversing the CITY. The first invoice shall be dated after the Execution Date of this Agreement, and the final invoice shall be dated June 1, 2020.

3. KERN COG shall provide CITY up to one hundred fifty thousand dollars ($150,000) from funds programmed in the Kern Motorist Aid Financial Plan to pay for costs incurred by CITY in hazard and obstruction removal on state highways traversing the CITY.

4. CITY shall provide a monthly report to the Kern COG Board on the amount of hazards and obstructions removed from state highways traversing the CITY.

5. The term of this Agreement shall be from the Execution Date through June 30, 2020.

6. Either Party may, at its sole discretion, terminate this Agreement at any time by giving 30 days written notice to the other Party.

7. CITY shall indemnify, defend (upon written request of KERN COG) and save harmless KERN COG, its officers, agents and employees from any and all losses, damages,

Brian Van Wyk

15. CITY agrees to maintain and make available to KERN COG accurate books and records relative to all its activities under this Agreement. CITY shall permit KERN COG to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, and records of personnel or other data related to all other matters covered by this Agreement. CITY shall maintain such data and records in an accessible location and condition for a period of not less than three years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon KERN COG herein.

16. CITY shall observe and comply with all applicable state, federal, and local laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have caused this MEMORANDUM OF AGREEMENT to be executed by their respective officers and agents thereunto duly authorized as of the Execution Date.

KERN COUNCIL OF GOVERNMENTS

Bob Smith, Chair
"KERN COG"

APPROVED AS TO CONTENT:

Ahron Hakimi, Executive Director
Kern Council of Governments

APPROVED AS TO FORM:

Brian Van Wyk,
Deputy County Counsel
For KERN COG

CITY OF BAKERSFIELD

Karen Goh
City of Bakersfield
"CITY"

APPROVED AS TO CONTENT:

Nick Fidler, Director
City of Bakersfield Public Works Dept.

APPROVED AS TO FORM:

Joshua H. Rudnick,
Deputy City Attorney II
City of Bakersfield

COUNTERSIGNED:

Nelson Smith
Finance Director

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019 Consent – Agreements z.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 5/21/2019

WARD:

SUBJECT: Amendments to various consultant agreements for additional On-Call Civil Engineering and Surveying Services for Capital Improvement Program projects:

1. Accept and approve Amendment No. 1 to Agreement No. 17-085 with AECOM Technical Services, Inc. ($150,000; revised not to exceed $450,000 and extend term one year to June 30, 2020).
2. Accept and approve Amendment No. 1 to Agreement No. 17-086 with Meyer Civil Engineering, Inc. ($250,000; revised not to exceed $550,000 and extend term one year to June 30, 2020).
3. Accept and approve Amendment No. 1 to Agreement No. 17-087 with Ruettgers & Schuler Civil Engineers ($150,000; revised not to exceed $450,000 and extend term one year to June 30, 2020).

STAFF RECOMMENDATION:

Staff recommends approval of the amendments.

BACKGROUND:

To expedite delivery of Capital Improvement Program (CIP) projects, City staff advertised a request for qualifications (RFQ) for on-call civil engineering and surveying services on March 24, 2017. Through a qualifications-based selection process, the aforementioned three civil engineering firms were chosen to perform these services based on the respective statements of qualifications submittals in response to the City's RFQ. Agreement Nos. 17-085 (AECOM), 17-086 (MCE), and 17-087 (R&S) were approved by the City Council on June 28, 2017.

All three agreements are set to expire on June 30, 2019. However, the consultants are each currently working on various projects that will not be completed by the expiration date. Therefore, the proposed Amendment No. 1 for each consultant extends the term of each agreement by one year, to June 30, 2020, which covers FY 2019-2020. City staff has been pleased with the work and timely response each of the three consultants has provided. In addition to the extension of the term of the agreement for each consultant, these amendments expand the scope of work and provide additional compensation for each consultant. The increase of compensation (with

the total, not-to-exceed amount) for each consultant is as follows:

- Amendment No. 1 to Agreement 17-085 (AECOM): Increase of $150,000.00, revised not to exceed $450,000.
- Amendment No. 1 to Agreement 17-086 (MCE): Increase of $250,000.00, revised not to exceed $550,000.
- Amendment No. 1 to Agreement 17-087 (R&S): Increase of $150,000.00, revised not to exceed $450,000.

The amendment for MCE is being increased by $250,000 while the other two consultants are being increased by $150,000. The reason for this difference is that MCE covers a broad scope of work for engineering services which allows other City departments to use its services as well. Some of those departments include Water Resources and Recreation and Parks. Staff recommends increasing the amendment for MCE by $250,000 to allow other departments the ability to use these services.

No appropriations are necessary for these amendments as these services are paid for from the budgeted CIP project funding.

ATTACHMENTS:

	Description	Type
🗋	Amendment No. 1 to Agreement No. 17-085	Agreement
🗋	Amendment No. 1 to Agreement No. 17-086	Agreement
🗋	Amendment No. 1 to Agreement No. 17-087	Agreement

AGREEMENT NO. _____

AMENDMENT NO. ONE TO
AGREEMENT NO. 17-085

THIS AMENDMENT NO. ONE TO AGREEMENT NO. 17-085 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 **AECOM TECHNICAL SERVICES, INC.,** a California corporation (referred to herein as "DESIGN CONSULTANT").

R E C I T A L S

WHEREAS, on June 28, 2017, CITY and DESIGN CONSULTANT entered into Agreement No. 17-085, wherein DESIGN CONSULTANT agreed to provide on call civil engineering and surveying services; and

WHEREAS, CITY and DESIGN CONSULTANT desire to expand the scope of work, increase compensation by $150,000.00, and extend the term of Agreement No. 17-085 to June 30, 2020.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and DESIGN CONSULTANT mutually agree to amend Agreement No. 17-085 as follows:

1. Section 1 of Agreement No. 17-085 entitled "Scope of Work" is hereby amended to read as follows:

> **1. SCOPE OF WORK.** DESIGN CONSULTANT shall competently and thoroughly design the project set forth in CITY's RFQ. The general scope of work for on call services is described as providing engineering and surveying services to CITY as CITY identifies specific projects for which DESIGN CONSULTANT will provide those on-call services during CITY's Fiscal Year 2017-2018, Fiscal Year 2018-2019 and Fiscal Year 2019-2020. The scope of work shall include all items contained in CITY's RFQ, dated March 24, 2017; CITY's Request for Proposal for a specific project, which is yet to be prepared; and DESIGN CONSULTANT's Proposal prepared for a specific project, which is yet to be prepared. CITY's yet to be prepared Request for Proposal(s) and DESIGN CONSULTANT's yet to be prepared

Proposals(s) are incorporated herein by reference as though fully set forth.

DESIGN CONSULTANT's services shall include all the procedures necessary to properly complete the task DESIGN CONSULTANT has been called upon to perform, whether specifically included in the scope of work or not.

2. Section 2 of Agreement No. 17-085 entitled "Compensation" is hereby amended to read as follows:

> **2. <u>COMPENSATION</u>.** Compensation for all work, services or products called for under this Agreement shall consist of payments in the amounts outlined in DESIGN CONSULTANT's Proposal(s) for specific projects; said payments shall be paid in accordance with the hourly rate schedule DESIGN CONSULTANT submitted with his SOQ. In no case shall the DESIGN CONSULTANT receive more than $450,000.00 in aggregate total for all work performed under this Agreement during the term of this Agreement as set forth in Section 1.
>
> 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.

3. Section 17 of Agreement No. 17-085 entitled "Term" is hereby amended to read as follows:

> **17. <u>TERM</u>.** Unless terminated sooner as set forth herein this Agreement shall terminate on June 30, 2020.

4. Except as amended herein, all other provisions of Agreement No. 17-085 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. One to Agreement No. 17-085 to be executed the day and year first above written.

"CITY"
CITY OF BAKERSFIELD

By:_____
KAREN GOH
Mayor

"DESIGN CONSULTANT"
AECOM TECHNICAL SERVICES, INC.

By:_____
BEN P. HORN
Managing Engineer

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By:_____
NICK FIDLER
Public Works Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
ANDREW HEGLUND
Deputy City Attorney II

Insurance: _____

COUNTERSIGNED:

By:_____

NELSON SMITH
Finance Director

AGREEMENT NO. _____

AMENDMENT NO. ONE TO
AGREEMENT NO. 17-086

THIS AMENDMENT NO. ONE TO AGREEMENT NO. 17-086 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 **MEYER CIVIL ENGINEERING, INC.,** a California corporation (referred to herein as "DESIGN CONSULTANT").

R E C I T A L S

WHEREAS, on June 28, 2017, CITY and DESIGN CONSULTANT entered into Agreement No. 17-086, wherein DESIGN CONSULTANT agreed to provide on call civil engineering and surveying services; and

WHEREAS, CITY and DESIGN CONSULTANT desire to expand the scope of work, increase compensation by $250,000.00, and extend the term of Agreement No. 17-086 to June 30, 2020.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and DESIGN CONSULTANT mutually agree to amend Agreement No. 17-086 as follows:

1. Section 1 of Agreement No. 17-086 entitled "Scope of Work" is hereby amended to read as follows:

> **1. SCOPE OF WORK.** DESIGN CONSULTANT shall competently and thoroughly design the project set forth in CITY's RFQ. The general scope of work for on call services is described as providing engineering and surveying services to CITY as CITY identifies specific projects for which DESIGN CONSULTANT will provide those on-call services during CITY's Fiscal Year 2017-2018, Fiscal Year 2018-2019 and Fiscal Year 2019-2020. The scope of work shall include all items contained in CITY's RFQ, dated March 24, 2017; CITY's Request for Proposal for a specific project, which is yet to be prepared; and DESIGN CONSULTANT's Proposal prepared for a specific project, which is yet to be prepared. CITY's yet to be prepared Request for Proposal(s) and DESIGN CONSULTANT's yet to be prepared

Proposals(s) are incorporated herein by reference as though fully set forth.

DESIGN CONSULTANT's services shall include all the procedures necessary to properly complete the task DESIGN CONSULTANT has been called upon to perform, whether specifically included in the scope of work or not.

2. Section 2 of Agreement No. 17-086 entitled "Compensation" is hereby amended to read as follows:

> **2. <u>COMPENSATION</u>.** Compensation for all work, services or products called for under this Agreement shall consist of payments in the amounts outlined in DESIGN CONSULTANT's Proposal(s) for specific projects; said payments shall be paid in accordance with the hourly rate schedule DESIGN CONSULTANT submitted with his SOQ. In no case shall the DESIGN CONSULTANT receive more than $550,000.00 in aggregate total for all work performed under this Agreement during the term of this Agreement as set forth in Section 1.
>
> 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.

3. Section 17 of Agreement No. 17-086 entitled "Term" is hereby amended to read as follows:

> **17. <u>TERM</u>.** Unless terminated sooner as set forth herein this Agreement shall terminate on June 30, 2020.

4. Except as amended herein, all other provisions of Agreement No. 17-086 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. One to Agreement No. 17-086 to be executed the day and year first above written.

"CITY"
CITY OF BAKERSFIELD

By:_____
KAREN GOH
Mayor

"DESIGN CONSULTANT"
MEYER CIVIL ENGINEERING, INC.

By:_____
RICHARD D. MEYER
President

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By:_____
NICK FIDLER
Public Works Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
ANDREW HEGLUND
Deputy City Attorney II

Insurance: _____

COUNTERSIGNED:

By:_____
NELSON SMITH

Finance Director

AGREEMENT NO. _____

AMENDMENT NO. ONE TO
AGREEMENT NO. 17-087

THIS AMENDMENT NO. ONE TO AGREEMENT NO. 17-087 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 **RUETTGERS & SCHULER CIVIL ENGINEERS,** a California corporation (referred to herein as "DESIGN CONSULTANT").

R E C I T A L S

WHEREAS, on June 28, 2017, CITY and DESIGN CONSULTANT entered into Agreement No. 17-087, wherein DESIGN CONSULTANT agreed to provide on call civil engineering and surveying services; and

WHEREAS, CITY and DESIGN CONSULTANT desire to expand the scope of work, increase compensation by $150,000.00, and extend the term of Agreement No. 17-087 to June 30, 2020.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and DESIGN CONSULTANT mutually agree to amend Agreement No. 17-087 as follows:

1. Section 1 of Agreement No. 17-087 entitled "Scope of Work" is hereby amended to read as follows:

> **1. SCOPE OF WORK.** DESIGN CONSULTANT shall competently and thoroughly design the project set forth in CITY's RFQ. The general scope of work for on call services is described as providing engineering and surveying services to CITY as CITY identifies specific projects for which DESIGN CONSULTANT will provide those on-call services during CITY's Fiscal Year 2017-2018, Fiscal Year 2018-2019 and Fiscal Year 2019-2020. The scope of work shall include all items contained in CITY's RFQ, dated March 24, 2017; CITY's Request for Proposal for a specific project, which is yet to be prepared; and DESIGN CONSULTANT's Proposal prepared for a specific project, which is yet to be prepared. CITY's yet to be prepared Request for Proposal(s) and DESIGN CONSULTANT's yet to be prepared

Proposals(s) are incorporated herein by reference as though fully set forth.

DESIGN CONSULTANT's services shall include all the procedures necessary to properly complete the task DESIGN CONSULTANT has been called upon to perform, whether specifically included in the scope of work or not.

2. Section 2 of Agreement No. 17-087 entitled "Compensation" is hereby amended to read as follows:

> **2. <u>COMPENSATION</u>.** Compensation for all work, services or products called for under this Agreement shall consist of payments in the amounts outlined in DESIGN CONSULTANT's Proposal(s) for specific projects; said payments shall be paid in accordance with the hourly rate schedule DESIGN CONSULTANT submitted with his SOQ. In no case shall the DESIGN CONSULTANT receive more than $450,000.00 in aggregate total for all work performed under this Agreement during the term of this Agreement as set forth in Section 1.
>
> 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.

3. Section 17 of Agreement No. 17-087 entitled "Term" is hereby amended to read as follows:

> **17. <u>TERM</u>.** Unless terminated sooner as set forth herein, this Agreement shall terminate on June 30, 2020.

4. Except as amended herein, all other provisions of Agreement No. 17-087 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. One to Agreement No. 17-087 to be executed the day and year first above written.

"CITY"
CITY OF BAKERSFIELD

By:_____
KAREN GOH
Mayor

"DESIGN CONSULTANT"
RUETTGERS & SCHULER CIVIL ENGINEERS

By:_____
IAN J. PARKS
Partner

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By:_____
NICK FIDLER
Public Works Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
ANDREW HEGLUND
Deputy City Attorney II

Insurance: _____

COUNTERSIGNED:

By:_____
NELSON SMITH

Finance Director

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent – Agreements aa.

TO: Honorable Mayor and City Council

FROM: Dianne Hoover, Director of Recreation and Parks

DATE: 6/11/2019

WARD: Ward 2

SUBJECT: Contract Change Order No. 1 to Agreement No. 19-012 with Courts and Greens ($49,366.73; revised not to exceed $223,806.53) for Jastro Park Tennis Court Rehabilitation and Pickleball Conversion Project.

STAFF RECOMMENDATION:

Staff recommends approval of the contract change order.

BACKGROUND:

Over the past few years, the sport of pickleball has gained popularity and local participation has significantly increased. As a result, the two permanent pickleball courts installed at Jastro Park have not met public's increasing demand. Due to utilization and age of the facility, the existing courts were in need of resurfacing. In response, the City Council approved a capital improvement project in FY 2018-2019 to permanently convert three existing tennis courts to six pickleball courts and to refurbish the remaining three tennis courts.

The initial scope and budget allocation included the application of acrylic resurfacing, installation of pickleball equipment and striping, and refurbishing the remaining tennis courts. Prior to staff seeking bids for the conversion, the surface was evaluated by a third party engineering firm. The engineering firm determined the concrete surface on the existing courts had severe delamination issues which required removing and replacing the concrete. The removal and replacement of the concrete is necessary to ensure the resurfacing is not compromised prematurely.

After the initial demolition was completed and inspected, the contractor discovered additional areas of the concrete that was delaminated. This required additional sections of the existing concrete to be removed and replaced.

Contract Change Order No. 1 will provide the compensation related to the removal and replacement of the additional concrete sections that are delaminated.

The net increase from the Contract Change Order No. 1 is $49,366.73, which results in a 28.3% increase to the original contract amount as described below:

Original Contract Amount	$174,439.80
Contract Change Order No. 1	$49,366.73
Amended Contract Amount after CCO	$223,806.53

Funding for this project is currently available within the Recreation and Parks Department Capital Improvement Budget within the Capital Outlay Fund. Therefore, no additional funding is necessary for this item.

ATTACHMENTS:

	Description	Type
🗋	Contract Change Order No. 1	Agreement

CITY OF BAKERSFIELD
RECREATION AND PARKS DEPARTMENT

CONTRACT NO. 19-012 **CHANGE ORDER NO.** 1 **P. O. NO.** 192627

PROJECT: P9C212
JASTRO PARK PICKLEBALL AND TENNIS COURT
REHABILITATION

SHEET 1 **OF** 1

CONTRACTOR: COURTS AND GREENS
ADDRESS: 3615 Gilmore Ave
Bakersfield CA 93308

N/A
FEDERAL NO. (S)

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 REQUESTED BY: Fidel Gonzalez, **Parks Construction and Facilities Planner** **SUBMITTED BY:** Rajan Mistry, **Business Manager** **DATE:** May 16, 2019

EXTRA WORK AT AGREED LUMP SUM PRICE

- Saw cut to remove and replace an additional 2,873.5 square feet of play surface concrete.
- Contractor agrees to accept a lump sum price of $49,366.73 as full compensation, including mark-ups, for the above mentioned work.

ESTIMATED COST:

ACCOUNT NO (S) 321-5021-834.80-41 P9C212
311-5021-834.80-41 P9C212

Increase: $49,366.73
Decrease:

By reason of this order the time of completion will be adjusted as follows: Will delay the project by 15 working days.

City Council Approval Required **YES** XX **NO**

Approved As to Form: CITY ATTORNEY

Dianne Hove 6/11/19

Approval Recommended: RECREATION AND PARKS DIRECTOR

Approved by the Council of City of Bakersfield

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 therefor the prices shown above.

Accepted, Date: 6/7/19 Contractor: Title: Owner

Change Order Request

Courts and Greens

3615 Gilmore A
Bakersfield CA, 93308
661-587-4602
courtsandgreens.com
License# 1016498
DIR#1000045849

Jastro Park Pickleball/Tennis
Court Project
Project ID:273798

Description	
Courts and Greens Inc. propose the following change order for additional services required:	
Contract Line Item #3 Court Construction:	
1. Additional Court Reconstruction:	
• Court #1- 897.25 SF	
• Court #2- None	
• Court #3- 457 SF	
• Court #4- 728.25 SF	
• Court #5- 436 SF	
• Court #6- 355 SF	
Total SF required: 2,873.5 @ $17.18 SF =	$49,366.73

Bid Includes:
Court Reconstruction materials and services outlined in initial project contract
Bid Excludes:
Repairs to damaged utilities not marked out, repairs or replacement to damaged or stolen items due to vandalism or theft.

Phone Number	661-587-4602
Fax Number	661-587-4603
Toll Free	1-888-512-6878

Make all checks payable to Courts and Greens.

Thank you for your business!

www.CourtsandGreens.com

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent – Agreements ab.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 6/12/2019

WARD: Ward 2

SUBJECT: Contract Change Order No. 1 to Agreement No. 18-120 with CIMCO Refrigeration, Inc. ($30,629; revised not to exceed $1,032,129), for the Ice Chiller Upgrade at Rabobank Arena Project.

STAFF RECOMMENDATION:

Staff recommends approval of the contract change order.

BACKGROUND:

The ice chiller at Rabobank Arena is the original equipment from when the facility opened in 1998. The ice chiller is integral in maintaining the arena ice for the Bakersfield Condor's hockey season and for any special events requiring ice. Failure of the ice chiller would affect home games for the Condors, cancellation of special events requiring arena ice and a loss of revenue for both AEG and the City of Bakersfield.

The ice chiller is near the end of its useful life and needs to be replaced. In spring of 2014, emergency repairs were made to the ice chiller to extend its use, however, staff has continued to deal with additional leaks since the repairs. In addition, the original equipment for the ice chiller utilizes R22 refrigerant which will be phased out by the Federal Environmental Protection Agency in 2020. As a result, the cost of R22 is expected to triple in cost in the next few years and will be difficult to acquire.

As a result of the issues described, a project to replace the chiller was included in a prior year capital improvement budget and work is currently underway on the project.

Contract Change Order No. 1 provides for the design and structural engineering of a vestibule and louver structural penetrations. In addition, the change order provides for placement and construction of the vestibule and lighting. The vestibule is required to meet IIAR Ammonia Code for the safe entry and exit of the mechanical room.

The total cost increase of the contract change order No. 1 is $30,629. The project and change order are funded by previously budgeted Capital Outlay Funds, and, therefore, no additional

appropriation is necessary.

ATTACHMENTS:

	Description	Type
🗋	CCO No 1 Ice Chiller Upgrade at Rabobank	Agreement

COPY DISTRIBUTION:

ORIGINAL-CITY CLERK, WHITE-CONTRACTOR, BLUE-CONSTRUCTION, GREEN-CONTRACTOR'S INFO, YELLOW-CALTRANS, PINK ENGR., GOLD-PURCHASING

CITY OF BAKERSFIELD
PUBLIC WORKS DEPARTMENT

CONTRACT NO. 18-120 **CHANGE ORDER NO.** 1 **P. O. NO.** 192094

PROJECT: Replace Ice Chiller @ Rabobank Arena **SHEET** 1 **OF** 1
Rabobank Arena
1001 Truxtun Avenue 93301

CONTRACTOR: CIMCO
ADDRESS: 2502 Commercial Park Drive
Mobile, Alabama 36606

N/A
FEDERAL NO. (S)

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 REQUESTED BY: Justin Berhow **SUBMITTED BY:** Sean B. Cacal **DATE:** June 13, 2019

HVAC/Building Maintenance Supervisor II — **General Services Superintendent**

EXTRA WORK AT AGREED LUMP SUM PRICE

Design/engineer vestibule requirements and louver structural penetrations and placement to meet IIAR Ammonia Code, manage the construction of the vestibule to meet mechanical room entry and exit safety, lighting installation, scanning of existing surfaces prior to construction. CIMCO will be providing structural engineering services as part of the change order.	$30,629.00
	$30,629.00

Contractor agrees to accept a lump sum price, $30,629.00, for doing the above mentioned work as full compensation, including all markups.

ESTIMATED COST:

ACCOUNT NO (S)

INCREASE $30,629.00
DECREASE

By reason of this order the time of completion will be adjusted as follows: NONE

City Council Approval Required **YES** **NO** xx

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 therefor the prices shown above.

Accepted, Date: _____ Contractor: _____ Title: _____

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent – Agreements ac.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 6/11/2019

WARD: Ward(s) 6, 7

SUBJECT: Stine Road Widening & Traffic Signal Improvements/Modifications from Ryzona Drive to Poppyseed Street Project:

1. Contract Change Order No. 1 to Agreement No. 18-212 with Bowman Asphalt ($24,131, revised not to exceed $1,787,906).
2. Appropriate $24,250 Domestic Water Fund balance to said project within the Domestic Water Fund.

STAFF RECOMMENDATION:

Staff recommends approval of the contract change order.

BACKGROUND:

This project provides for the demolition of existing improvements, construction of street improvements including hot mix asphalt (HMA) pavement section, concrete sidewalk, concrete curb and gutter, curb ramps, concrete drive approaches, street light removal, tree removal, relocating existing dirt berm from City right of way, creating drainage swales, installing type A HMA dikes, installing surface mounted channelizers, installation of a new traffic signal and lighting system at the intersection of Berkshire Road and Stine Road, modification to existing traffic signal and lighting facilities at the intersections of Stine Road at Ryzona Drive and at McCutchen Road/Hosking Avenue, installation of vehicle detectors, and installation of road side signs.

Item 1: This change order provides for the protection of the 12" PVC water line owned by the City Water Resources Department. During construction, a 12" PVC water main was discovered one foot below the new roadway section of Stine Road. In lieu of relocating the water main at an exceedingly high cost to the City, it was determined that a 5' wide by 3 inch thick concrete cap could be placed one foot above the length of the water line to protect it in perpetuity. The contractor has agreed to perform this work for the lump sum price of $24,131.

The total cost increase of contract change order No. 1 is $24,131. This is the first contract change order for this project and reflects a 1.4 percent increase of the original contract amount as illustrated below.

Original Contract Amount	=	$1,763,775.00
Amended Contract Agreement after Change Orders	=	$1,787,906.00
Net Increase to Date	=	$ 24,131.00

Item 2: Since, this change order is to protect the domestic waterline that is currently in Stine Road, an appropriation of $24,250 from City's Domestic Water Fund balance is needed to fund this change order.

This contract change order is funded by City's Domestic Water Fund, therefore it will not impact the General Fund.

ATTACHMENTS:

	Description	Type
	Contract Change Order No. 1 to Agreement 18-212 with Bowman Asphalt, Inc. for the Stine Road Widening and Traffic Signal Improvements/Modifications from Ryzona Drive to Poppyseed Street	Agreement

COPY DISTRIBUTION:

ORIGINAL-CITY CLERK, WHITE-CONTRACTOR, BLUE-CONSTRUCTION, GREEN-CONTRACTOR'S INFO, YELLOW-CALTRANS, PINK ENGR., GOLD-PURCHASING

CITY OF BAKERSFIELD
PUBLIC WORKS DEPARTMENT

CONTRACT NO. 18-212 **CHANGE ORDER NO.** 1 **P. O. NO.** 192056

PROJECT: Stine Road Widening & Traffic Signal Improvements/Modifications from Ryzona Drive to Poppyseed Street **SHEET** 1 **OF** 1

CONTRACTOR: Bowman Asphalt
ADDRESS: 3351 Fairhaven Drive
Bakersfield Ca. 93308

N/A
FEDERAL NO. (S)

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 REQUESTED BY: R. Campos, **Construction Superintendent** **SUBMITTED BY:** R. Campos, **Construction Superintendent** **DATE:** May 20, 2019

EXTRA WORK AT AGREED LUMP SUM PRICE

- Install a 3" thick by 5' wide concrete cap 1' above existing 12" water main on Stine Road between Station 22+51 and Station 24+18. = $24,131.00

The contractor agrees to accept a lump sum price of $24,131.00 as full compensation including all markups for performing the above mentioned work

ACCOUNT NO (S) 441-4521-597-4031 $24,131.00

ESTIMATED COST:

INCREASE $24,131.00
DECREASE

By reason of this order the time of completion will be adjusted as follows: 4 working days

City Council Approval Required **YES** XX **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 therefor the prices shown above.

Accepted, Date: 6/4/19 Contractor: GARY WOTHERS BOWMAN ASPHALT Title: ESTIMATOR/PM

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019 Consent - Bids ad.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

DATE: 6/3/2019

WARD:

SUBJECT: Accept bid and approve contract to Granite Construction Company ($8,000,000) for the annual contract to supply street materials.

STAFF RECOMMENDATION:

Staff recommends acceptance of bid and approval of contract.

BACKGROUND:

Bids were solicited for an annual contract for the supply of street materials used for maintenance of City streets. Three bids were received in response to solicitation. The contract award is for a one-year period, renewable annually for four consecutive one-year periods at the City's option and upon mutually agreeable terms.

Funds in the amount of $8,000,000 are budgeted in the Capital Outlay, Gas Tax, Utility Roads Fund and General Fund for this contract. Even though the mathematical calculations of the various bidders' unit prices multiplied by the City's estimated number of units exceeds the budget figure, we only enter into the contract for the amount of budgeted funds available. (Spreadsheet attached).

The three bids received are as follows:

BIDDER	AMOUNT
Granite Construction Company Bakersfield, CA (County)	$9,322,219.38
Bowman Asphalt Bakersfield, CA (County)	$9,325,575.13
Cal Mat Co. dba Vulcan Materials Bakersfield, CA (City)	$9,396,370.63

Staff finds the low bid to be acceptable and recommends approval of the contract for $8,000,000 to Granite Construction Company.

ATTACHMENTS:

	Description	Type
🗋	Agreement	Agreement
🗋	Spreadsheet	Backup Material

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 **GRANITE CONSTRUCTION COMPANY** ("CONTRACTOR" herein).

R E C I T A L S

WHEREAS, CONTRACTOR represents CONTRACTOR is experienced, well qualified and a specialist in the field of supplying street materials on an on call as needed basis.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. SCOPE OF WORK. The scope of work is described as providing all materials, labor, equipment, permits and services necessary to fulfill the requirements of Bid No. 18-19-89 and any addenda thereto, all incorporated as though fully set forth herein. 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. The following shall be deemed to be part of this Agreement as if fully set forth herein:

- Invitation to Bid No. 18-19-89
- Bid Proposal
- Non-Collusion Affidavit
- Insurance
- All Provisions required by law to be inserted in this Agreement Whether actually inserted or not.

2. COMPENSATION. Compensation for all work, services or products called for under this Agreement shall consist of a total payment **NOT TO EXCEED EIGHT MILLION DOLLARS ($8,000,000)** 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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 licensees or professional degrees.

9. 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.

10. 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.

11. 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.

12. TERM. This Agreement shall be for a one year term beginning July 21, 2019 and may be renewable annually thereafter for four (4) consecutive one-year periods at the City's option and upon mutually agreeable terms.

13. TERMINATION. This Agreement may be terminated by any party upon five (5) days written notice, served by mail or personal service, to all other parties.

14. 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.

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. 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.

17. DIRECTION. CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.

18. EQUIPMENT. CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.

19. 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:

19.1 Automobile liability insurance, 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:

19.1.1 Provide coverage for owned, non-owned and hired autos.

19.2 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:

19.2.1 Provide contractual liability coverage for the terms of this Agreement.

19.2.2 Provide unlimited products and completed operations coverage.

19.2.3 Contain an additional insured endorsement in favor of the City, its mayor, council, officers, agents, employees and volunteers.

19.2.4 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.

19.3 **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.

19.4 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.

19.5 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.

19.6 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.

19.7 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.

19.8 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.

19.9 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.

19.10 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.

19.11 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.

19.12 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.

20. 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.

21. 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.

22. 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.

23. 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: **GRANITE CONSTRUCTION COMPANY**
3005 James Road
Bakersfield, CA 93308
(661) 399-3361 phone
(661) 399-3598 fax

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. <u>ACCOUNTING RECORDS</u>. 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.

30. <u>CORPORATE AUTHORITY</u>. Each individual signing this Agreement on behalf of entities represent and warrant 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.

31. <u>TAX NUMBERS</u>.

CONTRACTOR's Federal Tax ID Number **94-0519552**
CONTRACTOR is a corporation? Yes___X_____ No_____
(Please check one.)

32. <u>NON-INTEREST</u>. No officer or employee of the CITY shall hold any interest in this Agreement (California Government Code section 1090).

33. <u>RESOURCE ALLOCATION</u>. All obligations of CITY under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

"CITY"
CITY OF BAKERSFIELD

By:_____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
JOSHUA H. RUDNICK
Deputy City Attorney

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By:_____
NICK FIDLER
Public Works Director

COUNTERSIGNED:

By:_____
RANDY McKEEGAN
Finance Director

"CONTRACTOR"
GRANITE CONSTRUCTION COMPANY

By:_____

Print Name:_____

Title:_____

Insurance:_____

Annual Contract for Street Materials
Bid No. 18-19-89

			Granite Construction Bakersfield, CA		Bowman Asphalt Bakersfield, CA		Cal Mat Co. dba Vulcan Materials Bakersfield, CA	
Description	**Qty.**	**Unit of Measure**	**Unit Price**	**Extended Total**	**Unit Price**	**Extended Total**	**Unit Price**	**Extended Total**
Type B Asphalt Concrete, 3/8" aggregate. Picked up by City	20,000	Ton	57.17	1,143,400.00	57.00	1,140,000.00	57.00	1,140,000.00
Type B Asphalt Concrete, 1/2" aggregate. Picked up by City	90,000	Ton	56.02	5,041,800.00	56.00	5,040,000.00	55.50	4,995,000.00
Type B Asphalt Concrete, 3/4" aggregate. Picked up by City	25,000	Ton	54.29	1,357,250.00	55.00	1,375,000.00	54.50	1,362,500.00
Sheet Asphalt. Picked up by City	50	Ton	75.00	3,750.00	67.00	3,350.00	63.00	3,150.00
Plant Mix SC800 or SC3000/3/8 Cold Mix. Picked up by City	100	Ton	75.00	7,500.00	55.00	5,500.00	61.00	6,100.00
Class 2 Aggregate Base 3/4 "(3/4") maximum. Delivered to Stockpile	14,000	Ton	14.75	206,500.00	14.00	196,000.00	15.25	213,500.00
Oil Sand. Delivered to various City locations.	15,000	Ton	56.77	851,550.00	57.00	855,000.00	64.00	960,000.00
Subtotal				8,611,750.00		8,614,850.00		8,680,250.00
8.25% Sales Tax				710,469.38		710,725.13		716,120.63
Flat fee charge for product availability Mon-Fri 10 p.m.-6 a.m.	50	occurrences	0.00	0.00	0.00	0.00	0.00	0.00
Flat fee charge for product availability on Saturday	50	occurrences	0.00	0.00	0.00	0.00	0.00	0.00
Total Bid				$9,322,219.38		$9,325,575.13		$9,396,370.63

ADMINISTRATIVE REPORT

MEETING DATE:	6/28/2019	Consent - Bids ae.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

DATE: 6/13/2019

WARD:

SUBJECT: Extend bid from Dell Marketing, L.P. ($49,281.29) for Dell Latitude Laptop computers for the Technology Services Division.

STAFF RECOMMENDATION:

Staff recommends extension of bid.

BACKGROUND:

On April 10, 2019, the City Council accepted the bid from Dell Marketing, L.P. for 65 laptop computers for staff in various City departments as part of the normal four year replacement schedule. The Technology Services division has since received and deployed those units. An additional order of 35 units will complete the planned replacement and installation of three new laptop computers for the current budget year.

Dell Marketing, L.P., has agreed to extend the same per unit cost for 35 laptop computers. Funds are budgeted in the equipment management fund for this purchase.

Staff recommends extension of bid and authorization to purchase 35 Dell Latitude Laptop computers from Dell Marketing, L.P., Round Rock, TX in the amount of $49,281.29.

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent- Bids af.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 4/29/2019

WARD: Ward 3

SUBJECT: Accept bid and approve contract with Granite Construction Company ($1,891,726.00) for the 2018/19 SB 1 funded project: Pavement Rehabilitation: Haley Street from Columbus Street to University Avenue.

STAFF RECOMMENDATION:

Staff recommends acceptance of low bid and approval of contract.

BACKGROUND:

This project consists of rehabilitating the existing pavement on Haley Street from Columbus Street to University Avenue. The existing pavement is in poor condition and in need of rehabilitation. The pavement rehabilitation consists of a full depth reconstruction with new hot asphalt mix pavement. The project also consists of roadway excavation, clearing and grubbing, installation of traffic detector loops, installation of pavement striping and markings, adjustments of monuments and manholes, and modification of existing curb and gutter, cross gutters, and access ramps to meet current ADA standards.

This project will be constructed using funds available through Senate Bill 1 (SB 1). As background, in April 2017, the State Legislature enacted SB 1, also known as the Road Repair and Accountability Act. This legislation increases revenues statewide for California's transportation system projects. This project is 100 percent funded with SB 1 funds.
.
The engineer's estimate for the project is $1,820,000

On June 18, 2019 the City received three bids from the pre-approved bidders for the project. All three bids were deemed acceptable. Those acceptable bids are as follows.

Granite Construction Company 3005 James Road Bakersfield, CA 93308 (County)	in the amount of	$1,891,726.00

Bowman Asphalt, Inc.

3351 Fairhaven Drive Bakersfield, CA 93308 (County)	in the amount of	$1,947,839.00
Griffith Company 1128 Carrier Parkway Avenue Bakersfield, CA 93308 (County)	in the amount of	$2,138,164.00

This project is entirely funded with SB 1 funds. Therefore, there is no General Fund impact associated with this project.

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent – Miscellaneous ag.

TO: Honorable Mayor and City Council

FROM: Phil Burns, Acting Development Services Director

DATE: 6/6/2019

WARD:

SUBJECT: Appropriate $70,865 State Grant Revenue for the Waste Tire Enforcement Grant Program to the Development Services Operating Budget in the General Fund.

STAFF RECOMMENDATION:

Staff recommends approval of appropriation.

BACKGROUND:

The City has received a $70,865 grant from the California Department of Resources, Recycling and Recovery for waste tire enforcement. The grant will offset funding for Code Enforcement staff time directly related to the development, monitoring and implementation of a program to educate tire dealers and auto dismantlers of their responsibilities as waste tire generators and reduce the illegal disposal of waste tires.

The California Department of Resources, Recycling and Recovery, over the past grant cycles have reimbursed the City over $436,582 through the Tire Enforcement Grant Program. In that time, Code Enforcement staff has conducted 2,585 inspections of waste tire generators and identified over 1,169 piles of illegally-dumped tires within the City's jurisdiction. Over 18,282 illegally- dumped tires have been abated by private property owners, Code Enforcement or through other CalRecycle Grant programs. Code Enforcement has referred five cases to the District Attorney's Office for prosecution of tire related violations of State law. Code Enforcement staff has conducted 1,246 hours patrolling the City for tire related activities, conducted 1,046 hours of surveillance and received over 682 hours in training from the California Department of Resources, Recycling and Recovery.

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent – Miscellaneous ah.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 6/17/2019

WARD:

SUBJECT: Appropriate $110,000 Sewer Enterprise Fund balance to the Public Works Department's operating budget for increased operating costs.

STAFF RECOMMENDATION:

Staff recommends approval of appropriation.

BACKGROUND:

Due to an increase in citizen complaints regarding odors from sewer lift stations, the amount of Bioxide used by staff to counteract the odors has increased. The frequency of complaints have increased, especially in newly developed areas due to state regulations requiring new homes and businesses to install low-flow fixtures. The decrease in water use contributes to higher strength waste, which leads to increased odors within the sewer system. Staff is required to increase chemical dosage in these areas to control odors, which has resulted in increased and unanticipated costs in the current fiscal year. Absent this proposed action, operating expenditures for this Division may exceed budgetary appropriations. Therefore, staff is recommending the appropriation of $110,000 in Sewer Enterprise Fund balance to continue to provide for the increased utilization of Bioxide to reduce sewer odors and resident complaints. There is no General Fund impact associated with this appropriation.

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent – Miscellaneous ai.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 6/5/2019

WARD:

SUBJECT: Appropriate $700,000 in additional internal service vehicular fee revenue to the Public Works Department Operating Budget within the Equipment Management Fund.

STAFF RECOMMENDATION:

Staff recommends approval of the appropriation.

BACKGROUND:

The City's Fleet Division is responsible for the maintenance, repair and fueling of all City vehicles and equipment. City vehicles are utilized by all departments to provide services to the community. Each department remits costs to the Equipment Fund for the future replacement cost of its vehicles and equipment, as well as for the actual cost of required maintenance and fuel.

For each fiscal year, the Fleet Division budgets for anticipated costs associated with maintaining, repairing and fueling the City's fleet. However, in the current fiscal year, two unanticipated items have arisen that are projected to result in the Fleet Division's operating expenditures exceeding budgetary appropriations. Federal tariffs on imported Chinese materials and goods have increased the price of parts used in the maintenance and repair of the City's fleet. Secondarily, as the number and type of vehicles within the City's fleet have increased, so has the need to utilize private sector vendors to perform certain types of repair work. The utilization of private sector vendors to perform these repairs and maintenance generally result in slightly hire costs to perform the work. The use of these vendors is dependent on the type of repair and maintenance needed, therefore the utilization may vary from year to year. For FY 2018-19, utilization rates were higher than anticipated, thus resulting in projected expenditures exceeding budgetary appropriations.

The increased parts and repair costs are billed to the department for which the respective vehicle is assigned, however the revenue is not automatically appropriated to the Fleet Division budget. Therefore, it is necessary to appropriate $700,000 in additional revenue to offset these increased, unanticipated expenses. There is no General Fund impact associated with this

appropriation.

ATTACHMENTS:

	Description	Type
🗋	Blue Memo	Cover Memo

BAKERSFIELD

CITY OF BAKERSFIELD
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO: **HONORABLE MAYOR AND COUNCILMEMBERS**

FROM: **NICK FIDLER, PUBLIC WORKS DIRECTOR**

DATE: **June 28, 2019**

SUBJECT: **CONSENT CALENDAR AGENDA ITEM – MISCELLANEOUS ai.**

A typographical error was found in the second paragraph, third sentence of above item.
The sentence reads: *The utilization of private sector vendors to perform these repairs and maintenance generally result in slightly hire costs.* The word should be *higher.*

elp

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent – Miscellaneous aj.

TO: Honorable Mayor and City Council

FROM: Phil Burns, Acting Development Services Director

DATE: 6/7/2019

WARD:

SUBJECT: Appropriate $150,726.30 of HOME Investment Partnership Grant Revenue to the Development Services Department, Planning Division operating Budget within the HOME fund.

STAFF RECOMMENDATION:

Staff recommends approval of the appropriation.

BACKGROUND:

The City of Bakersfield annually receives funding through the HOME Investment Partnership Program (HOME) program, administered through the federal Department of Housing and Urban Development. As a participating jurisdiction, the City is required to adhere to timeliness requirements for commitment and expenditure of grant funds. 24 CFR 92.500(d) requires commitment of at least 15% of HOME funds to Community Housing Development Organization's (CHDO's) within 24 months of HUD notification of each annual allocation.

Consistent to the law above, 15% of the the City's FY 15/16 HOME allocation required commitment to a qualified CHDO by August 31, 2017. The deadline was not met due to a program change in HUD's methodology for measuring compliance with this requirement. As such, $150,726.30 in HOME funds was de-obligated from the City by HUD on January 24, 2018.

However, on May 14, 2019 HUD advised the City that the passage of the "Consolidated Appropriations Act of 2019" returned all HOME funds which were de-obligated in 2018 . As such, the funds have been returned to the City to use for qualified CHDO projects. Approval of this appropriation will move the once de-obligated funds back into Development Services, Planning Division operating Budget within the HOME fund.

ATTACHMENTS:

	Description	Type
🗋	Blue Memo	Cover Memo

BAKERSFIELD

Development Services Department

MEMORANDUM

June 27, 2019

TO: **HONORABLE MAYOR AND COUNCILMEMBERS**

FROM: **PHIL BURNS, INTERIM DEVELOPMENT SERVICES DIRECTOR**

SUBJECT: **COUNCIL MEETING OF JUNE 28, 2019**
AGENDA ITEM MISCELLANEOUS AJ - Appropriate $150,726.30 of HOME Investment Partnership Grant Revenue to the Development Services Department, Planning Division operating Budget within the HOME fund.

Upon further review and consultation with the Finance Department, the appropriation requested in this item is not required as the funds needed to cover the allocation are already in the current year budget. As such, staff requests item AJ be removed from the agenda for the June 28th, 2019 City Council meeting.

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent – Miscellaneous ak.

TO: Honorable Mayor and City Council

FROM: Phil Burns, Interim Development Services Director

DATE:

WARD: Ward 1

SUBJECT: Appropriate $55,000 of Successor Housing Agency Funds (Creekview Villas Sales Proceeds) to the Development Services Department, Planning Division operating budget within the Successor Housing Agency Fund for agreement 19-062 approved by council May 8, 2019.

STAFF RECOMMENDATION:

Staff recommends approval of the Appropriation.

BACKGROUND:

On May 8th, 2019, City Council approved agreement 19-062 to provide a $55,000 construction loan to Habitat for Humanity Golden Empire for the development of a single-family home at 230 Rodman Street. In order to process payments for this agreement, an appropriation from the Successor Housing Agency Funds must be made to the Development Services Department, Planning Division operating budget within the General Fund.

Approval of this appropriation will allow staff to begin processing payments for construction funds at 230 Rodman Street, while assisting Habitat for Humanity – Golden Empire in their mission to provide quality affordable housing for low-income residents in our community.

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent – Miscellaneous al.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 5/17/2019

WARD: Ward 2

SUBJECT: Appropriate $3,300,000 million State Highway Operation and Protection Program funds to the Public Works Capital Improvement Budget within the Federal/State Road Fund and Appropriate $200,000 of additional Utility Surcharge revenues to the Public Works Capital Improvement Budget within the Utility Surcharge Fund for the construction of the Belle Terrace Project.

STAFF RECOMMENDATION:

Staff recommends approval of appropriations.

BACKGROUND:

The California Department of Transportation (Caltrans) and the City of Bakersfield have been coordinating the construction of the Belle Terrace Project for several months. During the initial stages of construction, the City's contractor encountered unexpected field conditions that differed from the project's geotechnical report and boring information. These conditions resulted in additional expenses to stabilize very sandy conditions between Wible Road and the northbound SR-99. This additional work will allow the contractor to construct about 3,200 feet of retaining walls in this location.

Because of the complexity of this work and the expensive nature of soil stabilization, Caltrans agreed to provide $3.3 million in additional SHOPP funds and required a $200,000 local contribution to this new funding for a total additional funding of $3.5 million for the construction of the project.

The California Transportation Commission, during its meeting in May 2019, approved the $3.3 million of additional SHOPP funds for this project. Utility Surcharge revenues are available for the $200,0000 local matching requirement. This item appropriates both amounts to the project. There is no General Fund impact.

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent – Miscellaneous am.

TO: Honorable Mayor and City Council

FROM: Jacquelyn R. Kitchen, Development Services Director

DATE: 5/8/2019

WARD:

SUBJECT: Appropriate $886,286 from the CDBG Fund Balance and $123,963 from the HOME Fund Balance to Contingency Funds in connection to prior year project savings.

STAFF RECOMMENDATION:

Staff recommends approval of the appropriation of funds.

BACKGROUND:

At the end of each fiscal year, City departments Business Managers inform the Finance Department of their intention to carryover unexpended funds in the department's budget for use in the coming fiscal year. Unused funds from the CDBG and HOME investment Partnerships programs were eligible for the carryover; however, because of an administrative oversight due to staff turnover in the Development Services Department, this task was overlooked until now. The following is an explanation of the carryovers:

• Fund 111-CDBG: funds to be carried over from FY's 15-16, 16-17 and 17-18, total $886,286.00. Of this total, $284,670.15 is committed for operating and administrative expenses; and $601,615.85, is intended as part of the funding for the Bakersfield Homeless Center 40-bed expansion project.

• Fund 112 – HOME: funds to be carried over from FY's 15-16, 16-17, and 17-18, total $123,963.08. All these funds are unspent Operating and Administrative funds that are committed for those purposes.

Staff is requesting approval to carryover the abovementioned funds to appropriate to contingency. This will allow the funds to be used for the activities for which they were originally intended. A detailed breakdown of the funding years is attached.

ATTACHMENTS:

Description	Type

Appropriations Details Backup Material

Fund Balance to Contingency Detail

The calculations for each FY that should have been carried over are below.

CDBG $245,968.49
$455,592.18
$184,725.33
$886,286.00 ($601,615.85 available to commit to projects and $284,670.15 Operating/Admin committed in IDIS to Admin)

HOME $123,955.35
$ .13
$ 7.60
$123,963.08 (Unspent Operating Budget/Admin Funds committed in IDIS to Admin)

Description	111		112	Comments
FY 15-16 Unencumbered Balance	$933,423.49		$843,227.35	
Less Carryovers	-$687,455.00		-$719,272.00	
Total	**$245,968.49**		**$123,955.35**	
Mid-Year Adjustments				
Balance	**$245,968.49**		**$123,955.35**	

Description	111		112	Comments
FY 16-17 Unencumbered Balance	$1,142,778.18		$1,682,218.13	
			-	
Less Carryovers	-$687,186.00		$1,682,218.00	
Total	**$455,592.18**		**$0.13**	
Mid-Year Adjustments				
Balance	**$455,592.18**		**$0.13**	

Description	111		112	Comments
FY 17-18 Unencumbered Balance	$2,009,401.33		$2,296,328.60	
	-		-	
Less Carryovers	$1,799,676.00		$2,296,321.00	
Total	**$209,725.33**		**$7.60**	
Mid-Year Adjustments	-$25,000.00	SR.Center		
Balance	**$184,725.33**		**$7.60**	

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent - Miscellaneous an.

TO: Honorable Mayor and City Council

FROM: Lyle D. Martin, Chief of Police

DATE: 6/11/2019

WARD:

SUBJECT: Appropriate Other Agency Share Revenues from the Board of State and Community Corrections Trust Account ($87,330) to the Police Department Operating Budget within the General Fund.

STAFF RECOMMENDATION:

Staff recommends approval of the appropriation.

BACKGROUND:

The Public Safety Realignment Act of 2011 (Assembly Bill 109 and Assembly Bill 117) transferred the responsibility for incarcerating adult offenders of non-serious, non-violent or non-sex offenses to County jails instead of State prison. Additionally, AB 109 authorized the early release and probation of certain individuals incarcerated in the State prison system for non-violent offenses.

The Public Safety Realignment Act of 2011 was funded with a dedicated portion of State sales tax revenue and vehicle license fees outlined in trailer bills AB 118 and SB 89. However, this funding only applied to County jails and probation. Recognizing the need for State support for City law enforcement agencies due to the steady erosion of funding for City police agencies over the last several years, State funding has been provided to City police departments, through the Board of State Community Correction (BSCC), to enable front-line intervention services in each County since the 2013 Budget Act.

The Bakersfield Police Department received funding under this State provision from 2011 through 2017. As funds were received, they were placed in a trust account to be appropriated as necessary, under the conditions of which they were distributed. Per statute, local law enforcement agencies may use the funds to supplement, not supplant the following activities: homeless outreach teams, crisis intervention training for officers, gang resistance education and training, resources for drug endangered children, outreach to high-risk youth, youth diversion programs and gang and violence prevention programs.

The Bakersfield Police Department requests an appropriation from the BSCC Trust account in

the amount of $87,330 to offset unbudgeted qualified expenditures from Fiscal Year 2018-19 and provide carry-over funds to fund training and events to build community trust, junior police academies and one citizen volunteer academy in FY 2019-20. A summary of the expenditures is as follows:

FY 2018-19 Expenditures:		
Junior Police Academies	$ 4,000	
Training (Building Community Trust)	$ 10,330	
	$ 14,330	**$ 14,330**
FY 2019-20 Estimated Expenditures:		
Junior Police Academies	$ 40,000	
Citizen Volunteer Academy	$ 10,000	
Community Events	$ 8,000	
Training (Building Community Trust)	$ 15,000	
	$ 73,000	**$ 73,000**
Total Appropriation		**$87,330**

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent Calendar Public Hearings 9. a.

TO: Honorable Mayor and City Council

FROM: Phil Burns, Acting Development Services Director

DATE: 6/19/2019

WARD: Ward 3

SUBJECT: Development Services Support Foundation:

1. Resolution approving the issuance of revenue bonds by the California Municipal Finance Authority ("CMFA") for the purpose of refinancing the acquisition, rehabilitation, improvement and equipping of office buildings for the Kern Regional Center and certain other matters relating thereto.
2. Indemnification agreement between the City and the Development Services Support Foundation.

STAFF RECOMMENDATION:

Staff recommends conducting a public hearing, adoption of the resolution, and approving the indemnification agreement.

BACKGROUND:

Developmental Services Support Foundation, a California nonprofit public benefit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Borrower"), has requested that the California Municipal Finance Authority ("CMFA") serve as the municipal issuer of the Bonds in an aggregate principal amount not to exceed $13,500,000 of tax-exempt revenue bonds. The proceeds of the Bonds will be used for the purpose of refinancing of certain debt obligations that were issued to finance the acquisition of certain real property and improvements, including for the construction, equipping and/or renovation of certain improvements, of two buildings, for use primarily as office facilities, owned and operated by the Borrower, and leased to the Kern Regional Center, a nonprofit public benefit organization, and located within the City of Bakersfield.

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of Bakersfield must conduct a public hearing (the "TEFRA Hearing") providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an "applicable elected representative" of the governmental unit hosting the Project must provide its approval of the

issuance of the Bonds for the financing of the Project.

The CMFA was created on January 1, 2004 pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. The CMFA is a California joint exercise of powers authority, organized and existing under the laws of the State of California (specifically, California Government Code Section 6500 and Following). Under the California Government Code, cities and counties are authorized to form by agreement a governmental entity that combines the powers of such entities to perform certain governmental functions specifically outlined in the Agreements with respect to the CMFA, over 310 municipalities, including the City of Bakersfield have entered into and executed the Agreement to become member of the CMFA. The CMFA is authorized to assist in the financing of affordable housing projects. Pursuant to the Agreement, the CMFA's debt, liabilities, and obligations do not constitute debts, liabilities, or obligations of the City. In addition, the CMFA has the authority to indemnify the City by providing legal protection in the unlikely event of any legal claims or suits associated with the proposed bond transaction.

In order for the CMFA to issue such Bonds, the City must (1) conduct a public hearing allowing members of the public to comment on the proposed Project, and (2) approve the CMFA's issuance of Bonds on behalf of the proposed financing. Although the CMFA (not the City) will be the issuer of the tax-exempt revenue bonds for the Project, the financing cannot proceed without the City approving the issuance of indebtedness.

The bonds would be tax-exempt private activity bonds of the purposes of the Internal Revenue Code and as such, require the approval of the elected body of the governmental entity having jurisdiction over the area where the project to be financed is located. The City will not be under any obligation to repay the bond indebtedness.

There is no direct or indirect financial impact to the City of Bakersfield as a result of this proposed financing. The CMFA will issue tax-exempt revenue bonds on behalf of the Project. The tax-exempt revenue bonds are payable solely out of the revenues derived by the Borrower from the applicable Project. No financial obligations are placed on the City for project financing costs or debt repayment.

ATTACHMENTS:

Description	Type
Resolution	Resolution
Indemnity Agreement	Agreement

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY REVENUE BONDS (KERN REGIONAL CENTER PROJECT) IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $13,500,000 FOR THE PURPOSE OF REFINANCING THE ACQUISITION, REHABILITATION, IMPROVEMENT AND EQUIPPING OF OFFICE BUILDINGS FOR THE KERN REGIONAL CENTER AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, the Developmental Services Support Foundation, a California nonprofit public benefit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Borrower"), has requested that the California Municipal Finance Authority (the "Authority") participate in the issuance of one or more series of revenue bonds in an aggregate principal amount not to exceed $13,500,000 (collectively, the "Bonds") for the purpose of refinancing of certain debt obligations that were issued to finance the acquisition, improvement, construction, and equipping of two buildings, for use primarily as office facilities (the "Facilities"), owned and operated by the Borrower, and leased to the Kern Regional Center, a nonprofit public benefit organization, and located within the City of Bakersfield (the "City") at 3200 and 3300 North Sillect Avenue (collectively, the "Project"); and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), the issuance of the Bonds by the Authority must be approved by the City because the Project is located within the territorial limits of the City; and

WHEREAS, the City Council of the City of Bakersfield (the "Council") is the elected legislative body of the City and is an applicable elected representative required to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the Council approve the issuance of the Bonds by the Authority to satisfy the public approval requirement

of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including, the City; and

WHEREAS, pursuant to Section 147(f) of the Code, the Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority.

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

1. The City Council finds and declares that the foregoing recitals are true and correct and are incorporated herein by reference.

2. The Council hereby approves the issuance of the Bonds by the Authority for the purposes of financing and refinancing, among other things, the Project. It is the purpose and intent of the Council that this resolution constitute approval of the issuance of the Bonds by the Authority for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located, in accordance with such Section 147(f), and (b) Section 4 of the Agreement.

3. The City Manager of the City and his designees are hereby authorized and directed to do any and all things and to execute and deliver any and all documents that they deem necessary or advisable to carry out, give effect to, and comply with the terms and intent of this resolution and the financing transaction approved hereby.

4. The City Clerk shall attest and certify to the passage and adoption of this Resolution and it shall become effective immediately upon its approval.

--oo0oo--

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:

YES: COUNCIL MEMBER RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES: COUNCIL MEMBER _____
ABSTAIN: COUNCIL MEMBER _____
ABSENT: COUNCIL MEMBER _____

_____
JULIE DRIMAKIS, CMC
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 _____
JOSHUA H. RUDNICK
Deputy City Attorney

JHR:lsc
S:\COUNCIL\Resos\18-19\TEFRA.KernRegionalCenter.docx

AGREEMENT NO. _____

INDEMNIFICATION AGREEMENT BETWEEN CITY OF BAKERSFIELD AND THE DEVELOPMENT SERVICES SUPPORT FOUNDATION

THIS Indemnification Agreement (this "Agreement") is entered into as of _____, 2019, by and between the **CITY OF BAKERSFIELD**, a municipal corporation and political subdivision of the State of California (the "CITY"), and the **DEVELOPMENT SERVICES SUPPORT FOUNDATION**, a nonprofit public benefit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "CORPORATION"), (the CITY and the CORPORATION being collectively referred to herein as the "Parties" and individually as a "Party") with reference to the following facts, and is as follows:

RECITALS:

WHEREAS, the CORPORATION has requested that the California Municipal Finance Authority (the "Authority") issue bonds in one or more series in an aggregate principal amount not to exceed $13,500,000 (collectively, the "Bonds") for the purpose of refinancing of certain debt obligations that were issued to finance the acquisition, improvement, construction and equipping of two buildings, for use primarily as office facilities (the "Facilities"), owned and operated by CORPORATION and located within the City of Bakersfield (the "City") at 3200 and 3300 North Sillect Avenue (collectively, the "Project"); and

WHEREAS, the City Council of the CITY (the "Council") is the elected legislative body of the CITY and is one of the applicable elected representatives required to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, the CORPORATION has requested that the Council approve the issuance of the Bonds by the CORPORATION in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including the City; and

WHEREAS, the Bonds will be qualified "private activity bonds" for purposes of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, pursuant to Section 147(f) of the Code, the proposed issuance of private activity bonds is required to be approved by the "applicable elected representative" of the governmental unit having jurisdiction over the area in which the facility financed by such bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, the Project is located in the CITY and the members of the City Council of the CITY (the "City Council") are the applicable elected representatives of the CITY; and

WHEREAS, the CITY has agreed to provide such reasonable public notice, hold such public hearing, and thereafter request that the City Council approve the CORPORATION's issuance of the Bonds, all in accordance with and pursuant to Section 147(f) of the Code (collectively, the "TEFRA Actions"); and

WHEREAS, the City Council understands that its actions in holding the public hearing and in adopting this Resolution do not obligate the CITY in any manner for payment of the principal, interest, fees or any other costs associated with the issuance of the Bonds, nor does the CITY have any responsibility for the Project and the City Council expressly conditions its approval of the issuance of the Bonds by the Authority by the adoption of this Resolution on this understanding.

NOW, THEREFORE, based on the foregoing recitals, the Parties agree as follows:

1. <u>PURPOSE</u>. The purpose of this Agreement is to defend and provide for indemnification of the CITY for any claims associated with the TEFRA Actions, the Bonds, or the Project.

2. <u>TERMS OF THE AGREEMENT</u>. During the term of this Agreement the Parties agree to the following:

A. <u>Duty To Defend</u>. The CORPORATION shall defend the CITY against any cause of action or claim brought by any third party, including, without limitation, any state or federal governmental agency or organization, with respect to any matter relating to the TEFRA Actions, the Bonds, or the Project (a " Subject Claim "). The CITY shall have the right in its sole and absolute discretion to choose legal counsel to defend the CITY hereunder, and such counsel shall have the right to concurrently represent the CORPORATION in the same cause of action or claim. So

long as the CORPORATION engages legal counsel, such legal counsel agrees to defend the CITY, and the CORPORATION continues to diligently and continuously provide such defense using such counsel (or any substitute counsel meeting the foregoing qualifications, which the CORPORATION appoints) until the Subject Claim is "Fully Resolved" (as defined in Section 2.B below), then the CORPORATION shall have satisfied its defense obligations hereunder in full. The CITY shall fully cooperate with and assist the CORPORATION and such counsel in the defense of any Subject Claim. So long as the CORPORATION is defending the CITY against a Subject Claim in accordance herewith, the CITY shall not settle any Subject Claim without the CORPORATION's written consent, which consent shall not be unreasonably withheld. The CITY shall consent to any settlement of a Subject Claim requested by the CORPORATION so long as i) the CITY is not required to contribute or agree to contribute to any payment on account of the Subject Claim, (ii) the CITY is not required to admit to any wrongdoing as a condition to such settlement; (iii) the settlement includes an agreement by the CORPORATION to indemnify the CITY for any claims against the CITY arising out of the settlement agreement. Nothing in this provision shall be construed to limit the CITY' s ability to decline a settlement that the CITY reasonably believes impairs, or could impair, the exercise of the CITY' s legitimate exercise of its police, zoning, or other municipal powers.

B. <u>Indemnification</u>. The CORPORATION will indemnify and hold harmless the CITY from any: (i) actual damages awarded to such third party that result directly and proximately from a binding, final and non - appealable adverse determination of any Subject Claim made by a court of competent jurisdiction; and (ii) any settlement payment arising out of the settlement of such Subject Claim. The CORPORATION's obligations hereunder shall terminate and be of no further force and effect on the date that is five (5) years after the date on which no Bonds are outstanding, whether at maturity or through redemption, whichever first occurs. The CORPORATION shall have no obligation to defend, indemnify, or hold harmless the CITY from the CITY's gross negligence or willful misconduct. As used in this Agreement, a Subject Claim shall be deemed "Fully Resolved" by (1) a final, non-appealable judgment by a court of competent jurisdiction or by entry of a final, non – appealable award by and arbitrator to whose jurisdiction all parties have consented, in favor of CITY, or if against CITY by satisfaction of such judgment or award; or (2) a settlement agreement executed by all parties to be bound thereby and releasing CITY from any monetary obligation.

C. Notice Of Subject Claims. The CITY shall notify the CORPORATION in writing within thirty (30) days following CITY's receipt of notice of any Subject Claim for which it seeks a defense and /or indemnity. If the CITY fails to notify the CORPORATION as provided herein, the CORPORATION shall have no obligation to defend or indemnify the CITY for such Subject Claim. All notices shall be sent in compliance with section 14 of this Agreement.

3. GOVERNING LAW. This Agreement shall be interpreted and enforced in accordance with the provisions of laws of the State of California in effect at the time it is executed, without regard to conflict of law provisions.

4. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity thereof shall not affect the remaining provisions of this Agreement.

5. THIRD-PARTY BENEFICIARIES. Nothing in this Agreement is intended or deemed to create any legal or contractual relationship between the CITY or the CORPORATION and any party other than the signatories to this Agreement, including but not limited to any alleged third-party beneficiary.

6. LIMITATION OF LIABILITY AND WAIVER. THE CORPORATION WAIVES AND RELEASES ANY CLAIMS AGAINST THE CITY AND ITS MAYOR, COUNCILMEMBERS, OFFICERS, AND EMPLOYEES FOR DAMAGES ARISING FROM THIS AGREEMENT, EXCEPT FOR CLAIMS TO ENFORCE OR FOR BREACH OF THIS AGREEMENT. IN NO EVENT SHALL THE CITY OR SUCH PERSONS BE LIABLE FOR, AND THE CORPORATION HEREBY WAIVES, ANY AND ALL CLAIMS FOR LOST PROFITS OR PUNITIVE DAMAGES.

7. ENTIRE AGREEMENT. This Agreement shall be deemed to be the complete and entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, understandings, or other agreements or statements between the Parties or their representatives.

8. NON-ASSIGNMENT. The CORPORATION shall not assign this Agreement or any rights or obligations hereunder without the approval from the City Council of the CITY, and any attempted unpermitted assignment shall be null and void and without further effect.

9. AMENDMENTS. This Agreement shall not be modified except by an instrument in an express writing signed by the Parties.

10. FURTHER ASSURANCES. From time to time, at the request and expense of the requesting Party whether at or after the date of execution and delivery of this Agreement, without further consideration, the other Party shall execute and deliver such further instruments and take such other action that does not increase the burden on the other party as the requesting Party may reasonably request in order to effectuate the transactions set forth herein consistent with the terms hereof.

11. HEADINGS. All headings and captions herein are inserted for convenience only.

12. NON-WAIVER. No delay or omission or exercise of a right or remedy accruing to any Party on any breach or default by the other shall impair any such right or remedy, and the same shall not be construed to be a waiver of any such breach or default. Any waiver must be in writing and shall be effective only to the extent specifically allowed by such writing.

13. COUNTERPARTS. This Agreement may be executed in any number of counterparts, which when so executed and delivered shall be deemed an original, and such counterparts shall constitute one and the same Agreement.

14. NOTICES. All notices, requests, claims, demands and other communications hereunder shall be in writing. Such notices shall be given by i) delivery in person, (ii) a nationally recognized next day courier service, iii) registered or certified mail, or (iv) facsimile. Notices shall be effective (a) upon receipt by the party to which notice is give or (b) on the fifth day following mailing, whichever occurs first.

All notices shall be provided:

If to the CITY:
CITY of Bakersfield
Office of the CITY Attorney
CITY Hall North
1600 Truxtun Avenue, 4th Floor
Bakersfield, California 93301
Attention: CITY Attorney
Telephone: (661) 326 -3721

If to the CORPORATION:
Development Services Support Foundation
1400 Chester Avenue, Suite N
Bakersfield, CA 93301
Attention: Diana Campbell Rice, President
Telephone: (661) 326-0603

IN WITNESS WHEREOF, this Indemnification Agreement has been executed and delivered by the Parties as of the date first written above.

"CITY"

CITY OF BAKERSFIELD

By:_____

KAREN GOH
Mayor

"CORPORATION"

DEVELOPMENTAL SERVICES SUPPORT FOUNDATION

By:_____

DIANA CAMPBELL RICE
President

APPROVED AS TO FORM:

VIRGINIA GENNARO
City Attorney

By:_____

JOSHUA H. RUDNICK
Deputy City Attorney

Insurance:_____

APPROVED AS TO CONTENT:

DEVELOPMENT SERVICES DEPARTMENT

By:_____

PHIL BURNS
Interim Development Services Director

COUNTERSIGNED:

By:_____

RANDY MCKEEGAN
Finance Director

JHR/vlg

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent Calendar Public Hearings 9. b.

TO: Honorable Mayor and City Council

FROM: Phil Burns, Acting Development Services Director

DATE:

WARD: Ward 6

SUBJECT: Rosewood Continuing Care Community:

1. Resolution approving the issuance of revenue bonds by the California Municipal Finance Authority ("CMFA") for the purpose of financing and refinancing the acquisition, construction, furnishing and equipping of continuing care communities, including the Rosewood Continuing Care Community, located at 1301 New Stine Road, Bakersfield, California 93309.
2. Indemnification agreement between the City and Rosewood Continuing Care Community.

STAFF RECOMMENDATION:

Staff recommends conducting a public hearing, adoption of the resolution, and approving the indemnification agreement.

BACKGROUND:

HumanGood, a California nonprofit public benefit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, requested that the CMFA serve as the municipal issuer of the Bonds in an aggregate principal amount not to exceed $180,000,000 of tax-exempt revenue bonds. The proceeds of the Bonds will be used to finance and refinance the acquisition, construction, furnishing and equipping of fourteen continuing care communities, including the Rosewood Continuing Care Community, located at 1301 New Stine Road, Bakersfield, California 93309. The facilities are expected to be owned by HumanGood , a California nonprofit public benefit corporation, or an affiliate thereof (together, the "Borrower").

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of Bakersfield must conduct a public hearing (the "TEFRA Hearing") providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an "applicable elected representative" of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

The CMFA was created on January 1, 2004 pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. The CMFA is a California joint exercise of powers authority, organized and existing under the laws of the State of California (specifically, California Government Code Section 6500 and Following). Under the California Government code, cities and counties are authorized to form by agreement a governmental entity that combines the powers of such entities to perform certain governmental functions specifically outlined in the Agreements with respect to the CMFA, over 310 municipalities, including the City of Bakersfield have entered into and executed the Agreement to become a member of the CMFA. The CMFA is authorized to assist in the financing of affordable housing projects. Pursuant to the Agreement, the CMFA's debt, liabilities, and obligations do not constitute debts, liabilities, or obligations of the City. In addition, the CMFA has the authority to indemnify the City by providing legal protection in the unlikely event of any legal claims or suits associated with the proposed bond transaction.

In order for the CMFA to issue such Bonds, the City must (1) conduct a public hearing allowing members of the public to comment on the proposed Project, and (2) approve the CMFA's issuance of Bonds on behalf of the proposed financing. Although the Authority (not the City) will be the issuer of the tax-exempt revenue bonds for the Project, the financing cannot proceed without the City approving the issuance of indebtedness.

The bond proceeds will be used, among other things, (a) to refund all or a portion of the outstanding $77,805,000 original principal amount California Statewide Communities Development Authority Senior Living Revenue Bonds, Series 2009 (Southern California Presbyterian Homes) (the "Series 2009 Bonds"), (b) to refund all or a portion of the outstanding $106,580,000 original principal amount California Statewide Communities Development Authority Revenue Bonds, Series 2010 (American Baptist Homes of the West) (the "Series 2010 Bonds"), (c) to finance or reimburse the cost of remodeling, renovating, furnishing and equipping certain of the Borrower's continuing care communities located in several jurisdictions throughout the state of California, including in the City of Bakersfield, (d) to pay a portion of the interest on the Bonds, (e) to provide working capital to the Borrower, (f) to fund a debt service reserve fund, and (g) to pay certain expenses incurred in connection with the issuance of the Bonds.

A portion of the Bond proceeds in a principal amount not to exceed $17,000,000 will be used to finance or refinance expenditures at the Rosewood Continuing Care Community, owned and operated by the Borrower and located in the City of Bakersfield.

The bonds would be tax-exempt private activity bonds of the purposes of the Internal Revenue Code and as such, require the approval of the elected body of the governmental entity having jurisdiction over the area where the project to be financed is located. The City will not be under any obligation to repay the bond indebtedness.

There is no direct or indirect financial impact to the City of Bakersfield as a result of this proposed financing. The Authority will issue tax-exempt revenue bonds on behalf of the Project. The tax-exempt revenue bonds are payable solely out of the revenues derived by the Borrower from the applicable Project. No financial obligations are placed on the City for project financing costs or debt repayment.

ATTACHMENTS:

Description	Type
Resolution	Resolution
Indemnity Agreement	Agreement

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY REVENUE BONDS, SERIES 2019 (HUMANGOOD PORTFOLIO PROJECT) IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $180,000,000 FOR THE PURPOSE OF REFINANCING THE ACQUISITION, CONSTRUCTION, FURNISHING AND EQUIPPING OF CONTINUING CARE FACILITY FOR HUMANGOOD AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, HumanGood, HumanGood NorCal (formerly known as American Baptist Homes of the West), HumanGood SoCal (formerly known as Southern California Presbyterian Homes), HumanGood Fresno (formerly known as The Terraces at San Joaquin Gardens), Redwood Senior Homes and Services and Westminster Gardens, each a California nonprofit public benefit corporation (collectively, the *"Corporation"*), has requested that the California Municipal Finance Authority (the *"Authority"*) participate in the issuance of one or more series of revenue bonds in an aggregate principal amount not to exceed $180,000,000 (the *"Bonds"*), the proceeds of which will be used, among other things, (a) in a principal amount not to exceed $65,000,000, to refund all or a portion of the outstanding $77,805,000 original principal amount California Statewide Communities Development Authority Senior Living Revenue Bonds, Series 2009 (Southern California Presbyterian Homes) (the "*Series 2009 Bonds*"), (b) in a principal amount not to exceed $95,000,000, to refund all or a portion of the outstanding $106,580,000 original principal amount California Statewide Communities Development Authority Revenue Bonds, Series 2010 (American Baptist Homes of the West) (the "*Series 2010 Bonds*"), (c) in a principal amount not to exceed $35,000,000, to finance or reimburse the cost of remodeling, renovating, furnishing and equipping certain of the Corporation's continuing care communities located in several jurisdictions throughout the state of California, including in the City of Bakersfield, (d) to pay a portion of the interest

on the Bonds, if deemed necessary or advisable by the Authority or the Corporation, (e) to provide working capital to the Corporation, if deemed necessary or advisable by the Authority or the Corporation, (f) to fund a debt service reserve fund, if deemed necessary or advisable by the Authority or the Corporation, and (g) to pay certain expenses incurred in connection with the issuance of the Bonds; and

WHEREAS, a portion of the proceeds of the Bonds in a principal amount not to exceed $17,000,000 will be used to finance or refinance expenditures at the following continuing care community owned and operated by the Corporation and located in the City of Bakersfield (the *"City"*): Rosewood located at 1301 New Stine Road, Bakersfield, California 93309 (the "*Community*"); and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), the issuance of the Bonds by the Authority must be approved by the City because the Community is located within the territorial limits of the City; and

WHEREAS, the City Council of the City of Bakersfield (the "Council") is the elected legislative body of the City and is an applicable elected representative required to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, the Council understands that its actions in holding the public hearing and in adopting this Resolution do not obligate the City in any manner for payment of the principal, interest, fees or any other costs associated with the issuance of the Bonds, and the Council expressly conditions its approval of the issuance of the Bonds by the Authority by the adoption of this Resolution on this understanding; and

WHEREAS, the Authority has requested that the Council approve the issuance of the Bonds by the Authority to satisfy the public approval requirement

of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including, the City; and

WHEREAS, pursuant to Section 147(f) of the Code, the Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority.

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

1. The City Council finds and declares that the foregoing recitals are true and correct and are incorporated herein by reference.

2. The Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the Council that this Resolution constitute approval of the issuance of the Bonds by the Authority for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Community is located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement..

3. The officers and employees of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby.

4**.** The Council expressly conditions its approval of this Resolution on its understanding that the City shall have no obligation whatsoever to pay any principal, interest, fees or other costs associated with the Authority's issuance of the Bonds.

5. This Resolution shall take effect immediately upon its adoption.

--oo0oo--

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:

YES: COUNCIL MEMBER RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES: COUNCIL MEMBER _____
ABSTAIN: COUNCIL MEMBER _____
ABSENT: COUNCIL MEMBER _____

_____
JULIE DRIMAKIS, CMC
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 _____
JOSHUA H. RUDNICK
Deputy City Attorney

JHR:lsc
S:\COUNCIL\Resos\18-19\TEFRA.KernRegionalCenter.docx

AGREEMENT NO. _____

INDEMNIFICATION AGREEMENT BETWEEN CITY OF BAKERSFIELD AND HUMANGOOD SOCAL

THIS Indemnification Agreement (this "Agreement") is entered into as of _____, 2019, by and between the **CITY OF BAKERSFIELD**, a municipal corporation and political subdivision of the State of California (the "CITY"), and **HUMANGOOD SOCAL**, a California nonprofit public benefit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "CORPORATION"), (the CITY and the CORPORATION being collectively referred to herein as the "Parties" and individually as a "Party") with reference to the following facts, and is as follows:

RECITALS:

WHEREAS, the CORPORATION has requested that the California Municipal Finance Authority (the "Authority") participate in the issuance of one or more series of revenue bonds in an aggregate principal amount not to exceed $180,000,000 (collectively, the "Bonds") for the purposes of refinancing of certain debt obligations that were issued to finance the acquisition of certain real property and improvements, including for the construction, equipping and/or renovation of certain improvements, of a continuing care facility, for use primarily as for providing continuing care for seniors (the "Facilities"), owned and operated by the CORPORATION, and located within the CITY (collectively, the "Project"); and

WHEREAS, the City Council of the CITY (the "Council") is the elected legislative body of the CITY and is one of the applicable elected representatives required to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, the CORPORATION has requested that the Council approve the issuance of the Bonds by the AUTHORITY in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including the City; and

WHEREAS, the Bonds will be qualified "private activity bonds" for purposes of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, pursuant to Section 147(f) of the Code, the proposed issuance of private activity bonds is required to be approved by the "applicable elected representative" of the governmental unit having jurisdiction over the area in which the facility financed by such bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, the Project is located in the CITY and the members of the City Council of the CITY (the "City Council") are the applicable elected representatives of the CITY; and

WHEREAS, the CITY has agreed to provide such reasonable public notice, hold such public hearing, and thereafter request that the City Council approve the CORPORATION's issuance of the Bonds, all in accordance with and pursuant to Section 147(f) of the Code (collectively, the "TEFRA Actions"); and

WHEREAS, the City Council understands that its actions in holding the public hearing and in adopting this Resolution do not obligate the CITY in any manner for payment of the principal, interest, fees or any other costs associated with the issuance of the Bonds, nor does the CITY have any responsibility for the Project and the City Council expressly conditions its approval of the issuance of the Bonds by the Authority by the adoption of this Resolution on this understanding.

NOW, THEREFORE, based on the foregoing recitals, the Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to defend and provide for indemnification of the CITY for any claims associated with the TEFRA Actions, the Bonds, or the Project.

2. TERMS OF THE AGREEMENT. During the term of this Agreement the Parties agree to the following:

A. Duty To Defend. The CORPORATION shall defend the CITY against any cause of action or claim brought by any third party, including, without limitation, any state or federal governmental agency or organization, with respect to any matter relating to the TEFRA Actions, the Bonds, or the Project (a " Subject Claim "). The CITY shall have the right in its sole and absolute discretion to choose legal counsel to defend the CITY hereunder, and such counsel may, if agreed to by the

CORPORATION in the CORPORATION's sole discretion, concurrently represent the CORPORATION in the same cause of action or claim. So long as the CORPORATION engages legal counsel, such legal counsel agrees to defend the CITY, and the CORPORATION continues to diligently and continuously provide such defense using such counsel (or any substitute counsel meeting the foregoing qualifications, which the CORPORATION appoints) until the Subject Claim is "Fully Resolved" (as defined in Section 2.B below), then the CORPORATION shall have satisfied its defense obligations hereunder in full. The CITY shall fully cooperate with and assist the CORPORATION and such counsel in the defense of any Subject Claim. So long as the CORPORATION is defending the CITY against a Subject Claim in accordance herewith, the CITY shall not settle any Subject Claim without the CORPORATION's written consent, which consent shall not be unreasonably withheld. The CITY shall consent to any settlement of a Subject Claim requested by the CORPORATION so long as i) the CITY is not required to contribute or agree to contribute to any payment on account of the Subject Claim, (ii) the CITY is not required to admit to any wrongdoing as a condition to such settlement; (iii) the settlement includes an agreement by the CORPORATION to indemnify the CITY for any claims against the CITY arising out of the settlement agreement. Nothing in this provision shall be construed to limit the CITY' s ability to decline a settlement that the CITY reasonably believes impairs, or could impair, the exercise of the CITY' s legitimate exercise of its police, zoning, or other municipal powers.

B. <u>Indemnification</u>. The CORPORATION will indemnify and hold harmless the CITY from any: (i) actual damages awarded to such third party that result directly and proximately from a binding, final and non - appealable adverse determination of any Subject Claim made by a court of competent jurisdiction; and (ii) any settlement payment arising out of the settlement of such Subject Claim. The CORPORATION's obligations hereunder shall terminate and be of no further force and effect on the date that is five (5) years after the date on which no Bonds are outstanding, whether at maturity or through redemption, whichever first occurs. The CORPORATION shall have no obligation to defend, indemnify, or hold harmless the CITY from the CITY's gross negligence or willful misconduct. As used in this Agreement, a Subject Claim shall be deemed "Fully Resolved" by (1) a final, non-appealable judgment by a court of competent jurisdiction or by entry of a final, non – appealable award by and arbitrator to whose jurisdiction all parties have consented, in favor of CITY, or if against CITY by satisfaction of such judgment or

award; or (2) a settlement agreement executed by all parties to be bound thereby and releasing CITY from any monetary obligation.

C. Notice Of Subject Claims. The CITY shall notify the CORPORATION in writing within thirty (30) days following CITY's receipt of notice of any Subject Claim for which it seeks a defense and /or indemnity. If the CITY fails to notify the CORPORATION as provided herein, the CORPORATION shall have no obligation to defend or indemnify the CITY for such Subject Claim. All notices shall be sent in compliance with section 14 of this Agreement.

3. GOVERNING LAW. This Agreement shall be interpreted and enforced in accordance with the provisions of laws of the State of California in effect at the time it is executed, without regard to conflict of law provisions.

4. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity thereof shall not affect the remaining provisions of this Agreement.

5. THIRD-PARTY BENEFICIARIES. Nothing in this Agreement is intended or deemed to create any legal or contractual relationship between the CITY or the CORPORATION and any party other than the signatories to this Agreement, including but not limited to any alleged third-party beneficiary.

6. LIMITATION OF LIABILITY AND WAIVER. THE CORPORATION WAIVES AND RELEASES ANY CLAIMS AGAINST THE CITY AND ITS MAYOR, COUNCILMEMBERS, OFFICERS, AND EMPLOYEES FOR DAMAGES ARISING FROM THIS AGREEMENT, EXCEPT FOR CLAIMS TO ENFORCE OR FOR BREACH OF THIS AGREEMENT. IN NO EVENT SHALL THE CITY OR SUCH PERSONS BE LIABLE FOR, AND THE CORPORATION HEREBY WAIVES, ANY AND ALL CLAIMS FOR LOST PROFITS OR PUNITIVE DAMAGES.

7. ENTIRE AGREEMENT. This Agreement shall be deemed to be the complete and entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, understandings, or other agreements or statements between the Parties or their representatives.

8. NON-ASSIGNMENT. The CORPORATION shall not assign this Agreement or any rights or obligations hereunder without the approval from the City Council of the CITY, and any attempted unpermitted assignment shall be null and void and without further effect.

9. AMENDMENTS. This Agreement shall not be modified except by an instrument in an express writing signed by the Parties.

10. FURTHER ASSURANCES. From time to time, at the request and expense of the requesting Party whether at or after the date of execution and delivery of this Agreement, without further consideration, the other Party shall execute and deliver such further instruments and take such other action that does not increase the burden on the other party as the requesting Party may reasonably request in order to effectuate the transactions set forth herein consistent with the terms hereof.

11. HEADINGS. All headings and captions herein are inserted for convenience only.

12. NON-WAIVER. No delay or omission or exercise of a right or remedy accruing to any Party on any breach or default by the other shall impair any such right or remedy, and the same shall not be construed to be a waiver of any such breach or default. Any waiver must be in writing and shall be effective only to the extent specifically allowed by such writing.

13. COUNTERPARTS. This Agreement may be executed in any number of counterparts, which when so executed and delivered shall be deemed an original, and such counterparts shall constitute one and the same Agreement.

14. NOTICES. All notices, requests, claims, demands and other communications hereunder shall be in writing. Such notices shall be given by i) delivery in person, (ii) a nationally recognized next day courier service, iii) registered or certified mail, or (iv) facsimile. Notices shall be effective (a) upon receipt by the party to which notice is give or (b) on the fifth day following mailing, whichever occurs first.

All notices shall be provided:

If to the CITY:
CITY of Bakersfield
Office of the CITY Attorney
CITY Hall North
1600 Truxtun Avenue, 4th Floor
Bakersfield, California 93301
Attention: CITY Attorney
Telephone: (661) 326 -3721

If to the CORPORATION:
HumanGood SoCal
6120 Stoneridge Mall Rd, Suite 100
Pleasanton, CA 94588
Attention: Bethany Ghassemi
Telephone: (925)924-7100

IN WITNESS WHEREOF, this Indemnification Agreement has been executed and delivered by the Parties as of the date first written above.

"CITY"

CITY OF BAKERSFIELD

By:_____

KAREN GOH
Mayor

"CORPORATION"

HUMANGOOD SOCAL

By:_____

BETHANY GHASSEMI
General Counsel

APPROVED AS TO FORM:

VIRGINIA GENNARO
City Attorney

By:_____

JOSHUA H. RUDNICK
Deputy City Attorney

Insurance:_____

APPROVED AS TO CONTENT:

DEVELOPMENT SERVICES DEPARTMENT

By:_____

PHIL BURNS
Interim Development Services Director

COUNTERSIGNED:

By:_____

RANDY MCKEEGAN
Finance Director

JHR/vlg

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent Calendar Public Hearings 9. c.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 6/6/2019

WARD:

SUBJECT: Public Hearing to consider a resolution approving and adopting the Public Works Director's Report for the Consolidated Maintenance District and the fiscal year 2019-2020 budget, confirming the park landscaping assessments, and authorizing collection of assessments by the Kern County Tax Collector.

STAFF RECOMMENDATION:

Staff recommends adoption of resolution.

BACKGROUND:

On January 12, 2005, the City Council passed Resolution No. 019-05 adopting Council policy on park maintenance and street landscaping assessments which enables the City to collect additional revenue for park maintenance and for street and median landscaping within the consolidated maintenance district ("CMD" herein). Parcels within the CMD that are receiving a benefit from park maintenance are assessed consistently with the assessment rates set by the Proposition 218 ballot signed at the time of formation of each maintenance district, the benefit formula and those amounts set forth in Exhibit "A" of Resolution No. 019-05 for the CMD. Parcels in maintenance districts which were formed prior to Proposition 218 will remain at the current level of assessment.

On June 5, 2019, the City Council approved Resolution of Intention No. 2000, preliminarily confirming, approving, and adopting the Public Works Director's Report and the fiscal year 2019-2020 park landscaping budget for the CMD. The resolution of intention set the protest hearing date for June 28, 2019. Notice of the protest hearing has been published in accordance with Chapter 13.04 of the Bakersfield Municipal Code in the manner required by law.

This hearing is to consider protests only on the following: the fairness of the benefit formula; the zone of benefit (including tier levels); the amount of the park landscaping assessment on any parcel of property to be assessed; and the reservation by the City of right to elect whether to proceed to perform work by the City forces or by a private contractor.

This resolution confirms the 2019-2020 CMD park landscaping assessments and authorizes collection of the assessments by the Kern County Tax Collector.

ATTACHMENTS:

	Description	Type
	Park Landscaping Resolution	Resolution
	Park Landscaping Exhibit 1	Exhibit
	Park Landscaping Exhibit A	Exhibit
	Park Landscaping Exhibit B	Exhibit

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ADOPTING THE PUBLIC WORKS DIRECTOR'S REPORT FOR THE CONSOLIDATED MAINTENANCE DISTRICT AND THE 2019-2020 BUDGET, CONFIRMING THE PARK LANDSCAPING ASSESSMENTS, AND AUTHORIZING COLLECTION OF ASSESSMENTS BY THE KERN COUNTY TAX COLLECTOR. (ALL WARDS)

WHEREAS, Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield provides for an alternative procedure by which the City Council may provide for the payment of all 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 several lots or parcels of property within the maintenance district established therefore;

WHEREAS, the Public Works Director has filed his report as set forth in Exhibit 1, attached hereto and incorporated by reference herein, including the 2019-2020 budget for the Consolidated Maintenance District with the City Clerk's Office, as required by Section 13.04.130 of the Bakersfield Municipal Code;

WHEREAS, the City Clerk has filed in his office affidavits setting forth the compliance with the requirements of Chapter 13.04 of the Bakersfield Municipal Code concerning publishing notice of the hearing on the Consolidated Maintenance District; and said City Council hereby finds that said notice has been published in the manner required by law;

WHEREAS, the above hearing was duly held by the City Council at the time and place for hearing protests to the boundaries of the district, the fairness of the benefit formula, the zones of benefit including tier level, the reservation of right of the City to utilize either City forces or to contract with private industry for the operation and maintenance of the improvements, or the amount of the assessment on any parcel of property to be assessed; and

WHEREAS, any written protests filed with the Clerk at or before the time set for said protest hearing were considered by said Council.

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

1. The foregoing recitals are found to be true and correct and are incorporated herein.

2. The Council finds and determines that, for purposes of the majority protest provisions of Section 13.04.200 of the Bakersfield Municipal Code, there were not sufficient protests received and, therefore, there is not a majority protest.

3. The Council hereby approves and adopts the Public Works Director's Report and the 2019-2020 Budget, and confirms and levies the individual assessments for park landscaping as set forth in said Public Works Director's Report.

4. The City Council hereby reserves the right to perform the work of maintenance and operation of the public improvements within the Consolidated Maintenance District by City forces or by private contractor.

5. The Public Works Director is hereby directed to file assessments with the Kern County Tax Collector and the Kern County Tax Collector is hereby authorized to collect such assessments. These assessments are exempt from the procedural requirements of Proposition 218.

-oOo-

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 GENNARO
CITY ATTORNEY

By: _____
RICHARD IGER
Deputy City Attorney

Attachments: Exhibit "1" - Director's Report
Exhibit "A" - Director's Report Benefit Formula
Exhibit "B" - Directors Report Budget

PUBLIC WORKS DIRECTOR'S REPORT FOR THE
CONSOLIDATED MAINTENANCE DISTRICT
City of Bakersfield

Fiscal Year 2019-2020

The City of Bakersfield Consolidated Maintenance District consists of all existing territories, separately and specifically described, in part, in the County of Kern Assessors Tax Number of each territory for the various areas of benefit within the City of Bakersfield, County of Kern, State of California. The amount of assessment to be levied against each parcel within the Consolidated Maintenance District is on file in the office of the City Clerk. The 2019-2020 budget for the Consolidated Maintenance District, Exhibit "B," is attached hereto and incorporated by reference as though fully set forth herein.

Pursuant to the provisions of Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield, the Public Works Director makes and files this Report and proposed assessment of and upon all parcels of property within the areas of the district for the cost of maintaining and operating public parks, public street medians and other public street landscaping improvements. The improvements for the Consolidated Maintenance District Street Landscaping Zone of Benefit generally include, but are not limited to: Public Street Landscaping Improvements consisting of: turf, plant forms, shrubs, ground cover, trees, lighting, irrigation systems, conduits, water mains; and Public Street Median Improvements consisting of: turf, plant forms, shrubs, ground cover, trees, irrigation systems, conduits and water mains. The improvements for the Consolidated Maintenance District Park Zone of Benefit generally include, but are not limited to: turf, plant forms, shrubs, ground cover, trees, irrigation systems, conduits, water mains, playground equipment, picnic tables, drinking fountains, barbecue pits, security lighting and restrooms.

The improvements in this Consolidated Maintenance District are of a public nature. The assessment includes the cost of necessary repairs, replacements, water, equipment, electricity, care, supervision and any and all other items necessary for the proper maintenance and operation thereof.

For many years, parks, street medians and other street landscaping improvements in the City were maintained through traditional tax revenues. After the passage of Proposition 13 in 1978, funds available for maintenance and operation of local public improvements were substantially reduced. At present the City's budget does not allow for the cost of all maintenance and operation of local public improvements of the types described above. Thus, without funds for maintenance and operating costs from a source other than general tax revenues, the City does not permit new parks, public street median or other public street landscaping improvements to be constructed within the City. The funds generated as the result of this district are utilized strictly for the purpose of and applied to the maintenance and upkeep of public parks, public street median and other public street landscaping within the district. The Consolidated Maintenance District has been specifically designated to address park maintenance and operation, and maintenance of public street median and other public street landscaping improvements and all parcels within the district are affected.

The areas within the boundary of the Consolidated Maintenance District receive benefits from the improvements and maintenance thereof. These benefits include street beautification, open space enjoyment, recreation and noise reduction due to the installation of street landscaping, walls, and parks.

The benefits from the installation of street landscaping accrue to all the lot or parcel owners within the Consolidated Maintenance District Street Landscaping Zone of Benefit. The benefits of the street landscaping inure to all lots or parcels uniformly, and are based on an Equivalent Dwelling Unit basis, in accordance with Exhibit "A" attached hereto.

Park use is a benefit most likely to be enjoyed by each resident in the Park Zone of Benefit. These benefits are, therefore, uniformly assessed on an Equivalent Dwelling Unit basis, in accordance with Exhibit "A" attached hereto. No assessment for park benefits is made on non-residential lots.

Historically, the City has identified the costs of street and median landscaping and park maintenance amenities that are not within the boundaries of the Consolidated Maintenance District and are therefore paid for out of the General Fund. The City then provided a subsidy to parcels within the Consolidated Maintenance District up to the amount of those costs (i.e., as of 1996, a 66% subsidy for park maintenance costs and 7.3% for street and median landscape maintenance costs). After the passage of Proposition 218 in 1996, the City has not raised assessment rates within the Consolidated Maintenance District even though maintenance costs have risen. Consequently, the subsidies to parcels within the Consolidated Maintenance District have continued to rise since 1996.

On January 12, 2005, the City Council passed Resolution No. 019-05 adopting Council Policy on Park Maintenance and Street Landscaping Assessments which enables the City to collect additional revenue for the maintenance of street and median landscaping and park maintenance within the Consolidated Maintenance District.

As of January 12, 2005, all new territories added to the Consolidated Maintenance District that benefit from public parks and/or street landscaping shall be assessed, consistent with the requirements of Proposition 218, those amounts set forth in Exhibit "A" of Resolution No. 019-05. 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.

NOW, THEREFORE, I, NICK FIDLER, Public Works Director of the City of Bakersfield, by virtue of the power vested in me and per direction of the Council of said City, hereby submit the Benefit Formula and Budget for the Consolidated Maintenance District for FY 2019-2020, attached hereto as Exhibit "A" & "B" respectively. The Assessment Roll for the Consolidated Maintenance District for all parcels of property within the various areas of benefit of the Consolidated Maintenance District, subject to be assessed to pay the cost of maintenance and operation of the above described improvements in said territory, is on file in the City Clerk's Office.

Dated: _____

_____

NICK FIDLER
Public Works Director
City of Bakersfield

BENEFIT FORMULA
CONSOLIDATED MAINTENANCE DISTRICT
CITY OF BAKERSFIELD

Each parcel in the Consolidated Maintenance District shall be assessed the sum of the amounts as defined below:

Rate:

The rate shall equal the dollar amount shown per the tier level of your zone of the Consolidated Maintenance District as approved by City Council Resolution 019-15 and incorporated herein. As per that 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 within the Consolidated Maintenance District are established by the Parks and Recreation Department through separate policy.

FORMULA

TOTAL ASSESSMENT AMOUNT = ((PARK RATE X PARK TIER) + (STREET RATE X STREET TIER) X EDU'S + ANY COUNTY FEES.)

PARK RATE AND STREET RATE:	Amount assessed annually based upon either the proposition 218 ballots or if the parcel joined prior to proposition 218, the rate in effect when proposition 218 was passed in November 1996.
PARK TIER AND STREET TIER:	The factor for the tier level is assigned by the Parks and Recreation Department and is based upon the level of amenities in proximity to the parcels receiving special benefit.
COUNTY FEE:	Any fees applied by the Kern County Tax Assessors office for the addition and any collections of this assessment on the annual Tax roll. The fee for the 2019-2020 tax year is $0.28 per billed parcel.
EDU's:	EDU's or Equivalent Dwelling Units are assigned by the Bakersfield Planning Department as the theoretical maximum population density by planning zone. If a parcel is completely developed, then the actual number of dwelling units will be used for this value.

Any parcel may be added to the City of Bakersfield Consolidated Maintenance District if they fall under the criteria as described in Bakersfield Municipal Code section 13.04 or as part of: Site Plan Review Conditions, Zone Change, a General Plan Amendment, or Conditional Use Permit.

Exhibit "A"

EXHIBIT "B"
2019-2020 BUDGET

CONSOLIDATED MAINTENANCE DISTRICT (CMD)
PARK LANDSCAPING MAINTENANCE

(City Staff Services or Contract, Supplies, Materials and Utilities)

Gross Park Budget Amount Required	$3,181,273.29
Less: City Contributions per Resolution 63-96 (66%)	$2,099,640.37
NET AMOUNT TO BE ASSESSED	**$1,081,632.92**

** Deficits not carried over from previous years. Deficits to be paid by the City of Bakersfield.

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent Calendar Public Hearings 9. d.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 6/6/2019

WARD:

SUBJECT: Public Hearing to consider a resolution approving and adopting the Public Works Director's Report for the Consolidated Maintenance District and the fiscal year 2019-2020 budget, confirming the street and median landscaping assessments, and authorizing collection of assessments by the Kern County Tax Collector.

STAFF RECOMMENDATION:

Staff recommends adoption of resolution.

BACKGROUND:

On January 12, 2005, the City Council passed Resolution No. 019-05 adopting Council Policy on park maintenance and street landscaping assessments which enables the City to collect additional revenue for park landscaping and for street and median landscaping within the consolidated maintenance district ("CMD" herein). Parcels within the CMD that are receiving a benefit from street and median landscaping are assessed consistently with the assessment rates set by the Proposition 218 ballot signed at the time of formation of each maintenance district, the benefit formula and those amounts set forth in Exhibit "A" of Resolution No. 019-05 for the CMD. Parcels in maintenance districts which were formed prior to Proposition 218 will remain at the current level of assessment.

On June 5, 2019, the City Council approved Resolution of Intention No. 2001, preliminarily confirming, approving, and adopting the Public Works Director's report and the fiscal year 2019-2020 street and median landscaping budget for the CMD. The resolution of intention set the protest hearing date for June 6, 2018. Notice of the protest hearing has been published in accordance with Chapter 13.04 of the Bakersfield Municipal Code in the manner required by law.

This hearing is to consider protests only on the following: the fairness of the benefit formula; the zone of benefit (including tier levels); the amount of the street and median landscaping assessment on any parcel of property to be assessed; and the reservation by the City of right to

elect whether to proceed to perform work by the City forces or by a private contractor.

This resolution confirms the fiscal year 2019-2020 CMD street and median landscaping assessments and authorizes collection of the assessments by the Kern County Tax Collector.

ATTACHMENTS:

Description	Type
Street & Median Landscaping Resolution	Resolution
Street & Median Landscaping Exhibit 1	Exhibit
Street & Median Landscaping Exhibit A	Exhibit
Street & Median Landscaping Exhibit B	Exhibit

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ADOPTING THE PUBLIC WORKS DIRECTOR'S REPORT FOR THE CONSOLIDATED MAINTENANCE DISTRICT AND THE 2019-2020 BUDGET, CONFIRMING THE STREET AND MEDIAN LANDSCAPING ASSESSMENTS, AND AUTHORIZING COLLECTION OF ASSESSMENTS BY THE KERN COUNTY TAX COLLECTOR. (ALL WARDS)

WHEREAS, Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield provides for an alternative procedure by which the City Council may provide for the payment of all 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 several lots or parcels of property within the maintenance district established therefore;

WHEREAS, the Public Works Director has filed his report as set forth in Exhibit "1," attached hereto and incorporated by reference herein, including the 2019-2020 budget for the Consolidated Maintenance District with the City Clerk's Office, as required by Section 13.04.130 of the Bakersfield Municipal Code;

WHEREAS, the City Clerk has filed in his office affidavits setting forth the compliance with the requirements of Chapter 13.04 of the Bakersfield Municipal Code concerning publishing notice of the hearing on the Consolidated Maintenance District; and said City Council hereby finds that said notice has been published in the manner required by law;

WHEREAS, the above hearing was duly held by the City Council at the time and place for hearing protests to the boundaries of the district, the fairness of the benefit formula, the zones of benefit including tier level, the reservation of right of the City to utilize either City forces or to contract with private industry for the operation and maintenance of the improvements, or the amount of the assessment on any parcel of property to be assessed; and

WHEREAS, any written protests filed with the Clerk at or before the time set for said protest hearing were considered by said Council.

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

1. The foregoing recitals are found to be true and correct and are incorporated herein.

2. The Council finds and determines that, for purposes of the majority protest provisions of Section 13.04.200 of the Bakersfield Municipal Code, there were not sufficient protests received and, therefore, there is not a majority protest.

3. The Council hereby approves and adopts the Public Works Director's Report and the 2019-2020 Budget, and confirms and levies the individual assessments for street landscaping as set forth in said Public Works Director's Report.

4. The City Council hereby reserves the right to perform the work of maintenance and operation of the public improvements within the Consolidated Maintenance District by City forces or by private contractor.

5. The Public Works Director is hereby directed to file assessments with the Kern County Tax Collector and the Kern County Tax Collector is hereby authorized to collect such assessments. These assessments are exempt from the procedural requirements of Proposition 218.

-oOo-

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 GENNARO
CITY ATTORNEY

By: _____
RICHARD IGER
Deputy City Attorney

Attachments: Exhibit "1" - Director's Report
Exhibit "A" - Director's Report Benefit Formula
Exhibit "B" - Directors Report Budget

PUBLIC WORKS DIRECTOR'S REPORT FOR THE
CONSOLIDATED MAINTENANCE DISTRICT
City of Bakersfield

Fiscal Year 2019-2020

The City of Bakersfield Consolidated Maintenance District consists of all existing territories, separately and specifically described, in part, in the County of Kern Assessors Tax Number of each territory for the various areas of benefit within the City of Bakersfield, County of Kern, State of California. The amount of assessment to be levied against each parcel within the Consolidated Maintenance District is on file in the office of the City Clerk. The 2019-2020 budget for the Consolidated Maintenance District, Exhibit "B," is attached hereto and incorporated by reference as though fully set forth herein.

Pursuant to the provisions of Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield, the Public Works Director makes and files this Report and proposed assessment of and upon all parcels of property within the areas of the district for the cost of maintaining and operating public parks, public street medians and other public street landscaping improvements. The improvements for the Consolidated Maintenance District Street Landscaping Zone of Benefit generally include, but are not limited to: Public Street Landscaping Improvements consisting of: turf, plant forms, shrubs, ground cover, trees, lighting, irrigation systems, conduits, water mains; and Public Street Median Improvements consisting of: turf, plant forms, shrubs, ground cover, trees, irrigation systems, conduits and water mains. The improvements for the Consolidated Maintenance District Park Zone of Benefit generally include, but are not limited to: turf, plant forms, shrubs, ground cover, trees, irrigation systems, conduits, water mains, playground equipment, picnic tables, drinking fountains, barbecue pits, security lighting and restrooms.

The improvements in this Consolidated Maintenance District are of a public nature. The assessment includes the cost of necessary repairs, replacements, water, equipment, electricity, care, supervision and any and all other items necessary for the proper maintenance and operation thereof.

For many years, parks, street medians and other street landscaping improvements in the City were maintained through traditional tax revenues. After the passage of Proposition 13 in 1978, funds available for maintenance and operation of local public improvements were substantially reduced. At present the City's budget does not allow for the cost of all maintenance and operation of local public improvements of the types described above. Thus, without funds for maintenance and operating costs from a source other than general tax revenues, the City does not permit new parks, public street median or other public street landscaping improvements to be constructed within the City. The funds generated as the result of this district are utilized strictly for the purpose of and applied to the maintenance and upkeep of public parks, public street median and other public street landscaping within the district. The Consolidated Maintenance District has been specifically designated to address park maintenance and operation, and maintenance of public street median and other public street landscaping improvements and all parcels within the district are affected.

The areas within the boundary of the Consolidated Maintenance District receive benefits from the improvements and maintenance thereof. These benefits include street beautification, open space enjoyment, recreation and noise reduction due to the installation of street landscaping, walls, and parks.

The benefits from the installation of street landscaping accrue to all the lot or parcel owners within the Consolidated Maintenance District Street Landscaping Zone of Benefit. The benefits of the street landscaping inure to all lots or parcels uniformly, and are based on an Equivalent Dwelling Unit basis, in accordance with Exhibit "A" attached hereto.

Park use is a benefit most likely to be enjoyed by each resident in the Park Zone of Benefit. These benefits are, therefore, uniformly assessed on an Equivalent Dwelling Unit basis, in accordance with Exhibit "A" attached hereto. No assessment for park benefits is made on non-residential lots.

Historically, the City has identified the costs of street and median landscaping and park maintenance amenities that are not within the boundaries of the Consolidated Maintenance District and are therefore paid for out of the General Fund. The City then provided a subsidy to parcels within the Consolidated Maintenance District up to the amount of those costs (i.e., as of 1996, a 66% subsidy for park maintenance costs and 7.3% for street and median landscape maintenance costs). After the passage of Proposition 218 in 1996, the City has not raised assessment rates within the Consolidated Maintenance District even though maintenance costs have risen. Consequently, the subsidies to parcels within the Consolidated Maintenance District have continued to rise since 1996.

On January 12, 2005, the City Council passed Resolution No. 019-05 adopting Council Policy on Park Maintenance and Street Landscaping Assessments which enables the City to collect additional revenue for the maintenance of street and median landscaping and park maintenance within the Consolidated Maintenance District.

As of January 12, 2005, all new territories added to the Consolidated Maintenance District that benefit from public parks and/or street landscaping shall be assessed, consistent with the requirements of Proposition 218, those amounts set forth in Exhibit "A" of Resolution No. 019-05. 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.

NOW, THEREFORE, I, NICK FIDLER, Public Works Director of the City of Bakersfield, by virtue of the power vested in me and per direction of the Council of said City, hereby submit the Benefit Formula and Budget for the Consolidated Maintenance District for FY 2019-2020, attached hereto as Exhibit "A" & "B" respectively. The Assessment Roll for the Consolidated Maintenance District for all parcels of property within the various areas of benefit of the Consolidated Maintenance District, subject to be assessed to pay the cost of maintenance and operation of the above described improvements in said territory, is on file in the City Clerk's Office.

Dated: _____

_____

NICK FIDLER
Public Works Director
City of Bakersfield

BENEFIT FORMULA
CONSOLIDATED MAINTENANCE DISTRICT
CITY OF BAKERSFIELD

Each parcel in the Consolidated Maintenance District shall be assessed the sum of the amounts as defined below:

Rate:

The rate shall equal the dollar amount shown per the tier level of your zone of the Consolidated Maintenance District as approved by City Council Resolution 019-15 and incorporated herein. As per that 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 within the Consolidated Maintenance District are established by the Parks and Recreation Department through separate policy.

FORMULA

TOTAL ASSESSMENT AMOUNT = ((PARK RATE X PARK TIER) + (STREET RATE X STREET TIER) X EDU'S + ANY COUNTY FEES.)

PARK RATE AND STREET RATE:	Amount assessed annually based upon either the proposition 218 ballots or if the parcel joined prior to proposition 218, the rate in effect when proposition 218 was passed in November 1996.
PARK TIER AND STREET TIER:	The factor for the tier level is assigned by the Parks and Recreation Department and is based upon the level of amenities in proximity to the parcels receiving special benefit.
COUNTY FEE:	Any fees applied by the Kern County Tax Assessors office for the addition and any collections of this assessment on the annual Tax roll. The fee for the 2019-2020 tax year is $0.28 per billed parcel.
EDU's:	EDU's or Equivalent Dwelling Units are assigned by the Bakersfield Planning Department as the theoretical maximum population density by planning zone. If a parcel is completely developed, then the actual number of dwelling units will be used for this value.

Any parcel may be added to the City of Bakersfield Consolidated Maintenance District if they fall under the criteria as described in Bakersfield Municipal Code section 13.04 or as part of: Site Plan Review Conditions, Zone Change, a General Plan Amendment, or Conditional Use Permit.

Exhibit "A"

EXHIBIT "B"
2019-2020 BUDGET

CONSOLIDATED MAINTENANCE DISTRICT (CMD)
STREET & MEDIAN LANDSCAPING MAINTENANCE
(City Staff Services or Contract, Supplies, Materials and Utilities)

Gross Street & Median Budget Amount Required	$7,360,612.71
Less: City Contributions per Resolution 63-96 (7.33%)	$539,532.91
NET AMOUNT TO BE ASSESSED	**$6,821,079.80**

** Deficits not carried over from previous years. Deficits to be paid by the City of Bakersfield.

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	Consent Calendar Public Hearings 9. e.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 6/6/2019

WARD:

SUBJECT: Public Hearing to consider a resolution approving and adopting the Public Works Director's Report for twenty-two (22) Traffic Signal Maintenance Districts and the fiscal year 2019-2020 budgets, confirming the assessments and authorizing collection of assessments by the Kern County Tax Collector.

STAFF RECOMMENDATION:

Staff recommends adoption of resolution.

BACKGROUND:

City of Bakersfield Resolution No. 161-94 instituted the collection of maintenance and operating costs for convenience traffic signals through maintenance districts. A convenience traffic signal is a traffic signal not required by the traffic authority to regulate traffic flow, but is a traffic signal installed solely at the discretion of the developer of a commercial site. Under the user-pay concept, the private property owner deriving benefits bears the costs of maintenance and operation of convenience traffic signals through assessments with the Kern County Tax Collector. Maintenance and operation of these traffic signals is performed by City forces or by private contractor.

On June 5, 2019, the City Council approved Resolution of Intention No. 2002, preliminarily confirming, approving, and adopting the Public Works Director's report and the fiscal year 2019-2020 budgets for the traffic signal maintenance districts. Traffic signal assessment rates have increased to $3,170.37 for each signal system's maintenance and operation for fiscal year 2019-2020. The previous fiscal year's rate was $3,047.26. The resolution of intention set the protest hearing date for June 28, 2019. Notice of the protest hearing has been published in accordance with Chapter 13.04 of the Bakersfield Municipal Code in the manner required by law.

This hearing is to consider protests only on the following: the fairness of the benefit formula; the amount of the assessment on any parcel of property to be assessed; and the reservation by the City of right to elect whether to proceed to perform work by the City forces or by a private

contractor.

This resolution confirms the 2019-2020 traffic signal maintenance districts assessments and authorizes collection of the assessments by the Kern County Tax Collector.

ATTACHMENTS:

	Description	Type
	Traffic Signal Maintenance Districts Resolution	Resolution
	TSMD Exhibit 1	Exhibit
	TSMD Exhibit A	Exhibit
	TSMD Exhibit B	Exhibit

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ADOPTING THE PUBLIC WORKS DIRECTOR'S REPORT FOR TWENTY-TWO (22) TRAFFIC SIGNAL MAINTENANCE DISTRICTS AND THEIR 2019-2020 BUDGETS, CONFIRMING THE ASSESSMENTS AND AUTHORIZING COLLECTION OF ASSESSMENTS BY THE KERN COUNTY TAX COLLECTOR. (ALL WARDS)

WHEREAS, Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield provides for an alternative procedure by which the City Council may provide for the payment of all 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 several lots or parcels of property within the maintenance district established therefore; and

WHEREAS, the Public Works Director has filed his report as set forth in Exhibit I, attached hereto and incorporated by reference herein, including the 2019-2020 budgets for the Traffic Signal Maintenance Districts, with the City Clerk's Office, as required by Section 13.04.130 of the Bakersfield Municipal Code; and

WHEREAS, the City Clerk has filed in his office affidavits setting forth the compliance with the requirements of Chapter 13.04 of the Bakersfield Municipal Code concerning publishing notice of the hearing on the Traffic Signal Maintenance Districts; and said City Council hereby finds that said notice has been published in the manner required by law; and

WHEREAS, the above hearing was duly held by the City Council at the time and place for hearing protests to the fairness of the benefit formulas, the amount of the assessment on any parcel of property to be assessed and the reservation by the City of right to elect whether to proceed to perform work by City forces or by private contractor; and

WHEREAS, any written protests filed with the Clerk at or before the time set for said protest hearing were considered by said Council.

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

1. The foregoing recitals are found to be true and correct and are incorporated herein.

2. The Council finds and determines that, for purposes of the majority protest provisions of Section 13.04.200 of the Bakersfield Municipal Code, there were not sufficient protests received and, therefore, there is not a majority protest.

3. The Council hereby approves and adopts the Public Works Director's Report and 2019-2020 Budgets, and confirms and levies the individual assessments as set forth in said Public Works Director's Report.

4. 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.

5. The Public Works Director is hereby directed to file assessments with the Kern County Tax Collector and the Kern County Tax Collector is hereby authorized to collect such assessments. These assessments are exempt from the procedural requirements of Proposition 218.

-oOo-

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 GENNARO
CITY ATTORNEY

By: _____
RICHARD IGER
Deputy City Attorney

Attachments: Exhibit "1" - Director's Report
Exhibit "A" - Director's Report Benefit Formula
Exhibit "B" - Directors Report Budget

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PUBLIC WORKS DIRECTOR'S REPORT FOR
TRAFFIC SIGNAL MAINTENANCE DISTRICTS
City of Bakersfield

Fiscal Year 2019-2020

The City of Bakersfield Traffic Signal Maintenance Districts are specifically described in each of the resolutions establishing the districts and approved by the city council and all are on file in the office of the City Clerk and incorporated by reference as though fully set forth herein.

Pursuant to the provisions of Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield, the Public Works Director makes and files this Report and proposed assessment of and upon all parcels of property within the districts for the cost of maintaining and operating traffic signals that benefit the various districts. The assessment includes the cost to operate, maintain, repair and replace signal poles, mast arms, signal heads, controller, cabinet, machine vision detection system, street light luminaries, conduits, wires and pull boxes, cost of energy, supervision and any and all other items necessary for the proper maintenance and operation thereof.

Developers often request permission to install traffic signals on major streets to enhance access to their development. These "convenience" traffic signals are not required by the Traffic Authority to regulate traffic flow, but are installed solely at the discretion of the developer of a commercial site. Such signals do not provide a general public traffic benefit.

Under the "user pay" concept, the private property deriving benefits should bear the costs of maintenance and operation of convenience traffic signals. On September 28, 1994 the City Council approved Resolution 161-94 instituting the collection of maintenance and operating costs of future convenience traffic signals through maintenance districts.

The traffic signals that are operated and maintained under these maintenance districts benefit the parcels within the various districts. Each parcel is assessed an amount based on formulas set forth in each of the districts' Exhibit "C" on file with the City Clerk's Office.

NOW, THEREFORE, I, NICK FIDLER, Public Works Director of the City of Bakersfield, by virtue of the power vested in me and per direction of the Council of said City, hereby submit the Benefit Formula and Budget for the Traffic Signal Maintenance Districts for FY 2019-2020, attached hereto as Exhibit "A" and "B" respectively. The Assessment Roll for the Traffic Signal Maintenance Districts for all parcels of property within the areas of benefit of the Traffic Signal Maintenance Districts, subject to be assessed to pay the cost of maintenance and operation of the above described improvements in said territory, is on file in the City Clerk's Office.

Dated: _____

_____
NICK FIDLER
PUBLIC WORKS DIRECTOR
CITY OF BAKERSFIELD

EXHIBIT 1

TRAFFIC SIGNAL MAINTENANCE DISTRICTS
CITY OF BAKERSFIELD
BENEFIT FORMULA

Each parcel in the Traffic Signal Maintenance District shall be assessed the sum of the amounts as defined below:

Rate:

The rate shall equal the dollar amount shown on the proposition 218 ballot used in the formation of the Traffic Signal District and approved by City Council at the time of the formation and is included as if incorporated herein.

FORMULA

TOTAL ASSESSMENT AMOUNT = ((ANNUAL COST OF AN AVERAGE COST OF A TRAFFIC SIGNAL X No. of Signals) / % of acreage of parcel in the district) + ANY COUNTY FEES)**

** Fee will never be greater than allowed per the prop. 218 ballot(s). If the district formed before prop 218, than the fee charged at the time prop. 218 passed will be carried over as the flat rate.

AVERAGE TRAFFIC SIGNAL COST:	The public works department will calculate the amount of electricity, maintenance & operation costs are involved with the average traffic signal in the City of Bakersfield. That amount will be used for this Value.
% OF ACREAGE	Each parcel within a specific district will be assessed based upon their acreage within their district. E.g. If an owner owns 50% of the acreage in a district, then they will pay 50% of the cost of any signals included with the district.
COUNTY FEES:	The County Assessors office charges a fee to collect these assessments on the regular property tax bill. For the FY 2019-2020 this fee is $0.28 per parcel billed.

EXHIBIT "A"

TRAFFIC SIGNAL MAINTENANCE DISTRICTS

2019-2020
BUDGET

(City Staff Services or Contract, Supplies, Materials and Utilities)
Cost per Signal = $3,170.37

	No. Of Signals		Budget
TS-1 Marketplace (Ming & Haggin Oaks)	1	$	3,170.37
TS-2 NW Promenade (Rosedale & Coffee)	1	$	3,170.37
TS-3 (Rosedale & Jet way / Rosedale & Coffee)	2	$	6,340.74
TS-4 (Calloway & Gleneagles & Jewetta @ Milverton)	2	$	6,340.74
TS-5 NW Promenade #2 (Rosedale & Main Plaza)	1	$	3,170.37
TS-6 (E. Brundage & Hayes)	1	$	3,170.37
TS-7 (Mt Vernon & N. Bernard)	1	$	3,170.37
TS-8 (Calloway & Hageman)	1	$	3,170.37
TS-9 Gosford Village (Gosford & Harris)	3	$	9,511.11
TS-10 The Crossings (Stockdale & Riverrun)	1	$	3,170.37
TS-12 (Panama & Wible)	1	$	3,170.37
TS-13 (Panama & Stine)	1	$	3,170.37
TS-16 (Buena Vista & White Lane)	1	$	3,170.37
TS-17 The Grove (3015 Calloway)	1	$	3,170.37
TS-18 Kaiser Entrance(South H & Berkshire)	1	$	3,170.37
TS-19 Memorial Hospital (34th Street Entrance)	1	$	3,170.37
TS-20 The Grove #2 (Panama South of S. H Street)	1	$	3,170.37
TS-22 San Joaquin Hospital Entrance	1	$	3,170.37
TS-23 Winco Entrance (Panama Lane and Ashe Road)	1	$	3,170.37
TS-24 Riverlakes Galleria (Olive Drive and Calloway Drive)	1	$	3,170.37
TS-25 Artisan Square (Brimhall Road and Allen Road)	1	$	3,170.37
TS-26 Rio Bravo Medical Entrance (Morning Drive)	1	$	3,170.37
Gross Budget Amount Required		$ 82,429.62	
NET AMOUNT TO BE ASSESSED		$ 82,429.62	

EXHIBIT B

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019 Deferred Business 12. a.

TO: Honorable Mayor and City Council

FROM: Alan Tandy, City Manager

DATE: 6/19/2019

WARD:

SUBJECT: Fiscal Year 2018-19 Budget Adjustments:

1. Appropriate $1,000,000 additional sales tax revenue to the Police Department Operating Budget within the General Fund to cover overtime, callback and vehicle maintenance costs.
2. Appropriate and Transfer $1,000,000 additional sales tax revenue from the General Fund to the Facility Reserve Fund.
3. Appropriate and Transfer $1,000,000 additional sales tax revenue from the Public Safety and Vital Services Fund to the PSVS Cash Reserve Fund.

STAFF RECOMMENDATION:

Staff recommends the appropriations and transfers.

BACKGROUND:

The first quarter 2019 sales tax revenues showed a 14.5 percent growth compared to the same quarter last year. As a result, staff is now projecting sales tax revenues will slightly exceed budget projections for the current fiscal year. This includes an estimated increase to both historic sales and use tax revenues, as well as revenues derived from the Bakersfield Public Safety and Vital Services Measure (PSVS Measure) allocation. Staff is estimating a cumulative increase of approximately $3 million above current budget projections in the current fiscal year.

Based on this new information, staff is proposing to make three adjustments to the current year budget, as outlined below:

Police Department Operating Budget Appropriation

Due to increased demand for services, an increase in mandated court callback attendance and increased vehicle maintenance costs, the department's overtime, callback and fleet expenditures are anticipated to exceed current budget appropriations. In past years, savings from budgeted vacant positions could be made available to offset overtime and callback overages. However, the department's sworn complement is much closer to authorized levels than it has been in the past

several years. Although this is a positive circumstance, it does create a budgetary issue that must be rectified prior to the close of the current fiscal year. As such, staff will be recommending the City Council appropriate $1 million on General Fund revenues to the Police Department operating budget for this purpose. Note, this funding is not from the PSVS Measure.

Increase Facility Replacement Reserve Fund

The City has a reserve fund that is held for emergency repairs and maintenance of General Fund City facilities such as fire stations and police facilities. The balance of that facility reserve is at its lowest point since it was established in 2005 – currently at $2.6 million. When it was established over a decade ago, the goal was a reserve level of $5 million. The value of City facilities, and improvements has increased significantly since 2005, both due to inflation and additional assets, so it has been proposed that the facility reserve level should be at a level closer to $10 million. This proposed amendment to the FY 2018-19 budget would place an additional $1 million of General Fund revenues into the Facility Reserve Fund. The FY 2019-20 budget currently proposes to add an additional $1 million to this fund.

Increase PSVS Measure Cash Basis Reserve Fund

The PSVS Measure Citizens Oversight Committee and the City Council have expressed significant interest in increasing the City's cash reserve fund. An attached memorandum from Finance Director Randy McKeegan provides additional context related to the City's current reserve levels and a multi-year plan to achieve the recommended 60-day General Fund reserve level, as well as increase capital reserves and establish a CalPERS rate stabilization plan.

Reserve funds help mitigate the effects of unanticipated situations such as natural disasters and significant unforeseen events, as well allow the City to temporarily buffer against cuts to staffing levels, programs or services in response to economic downturns and State revenue takeaways.

The PSVS Measure Oversight Committee recommended and the City Council previously approved placing $12 million of Measure revenues into a reserve fund. This allocation will allow the City to restructure how it pays certain retirement costs, which in turn will save taxpayers an estimated $8.7 million over seven years. Additionally, this one-time action will only be used for cash flow purposes and would still be available at the end of each year, as well as at the end of the seven-year period for other items that may arise.

In harmony with the recommendations made by the PSVS Measure Citizens Oversight Committee and the ongoing requests from the City Council to place further focus on enhancing the fiscal stability of the City, staff is recommending appropriating $1 million in additional PSVS Measure revenues to the PSVS Measure Reserve Fund. This action will reduce the amount that will be necessary to allocate in future years to meet the 60-day reserve target, as outlined in the plan with the memorandum from Mr. McKeegan.

Note: This item is proposed to be funded with additional PSVS Measure revenues and will not affect any of the proposals previously put forth before the Citizens Oversight Committee or the City Council.

ATTACHMENTS:

Description	Type
Reserve Memo	Backup Material
PowerPoint presentation	Presentation

MEMORANDUM

TO: Alan Tandy, City Manager

FROM: Randy McKeegan, Finance Director / *RM*

DATE: June 19, 2019

RE: **City Reserves and Unfunded Liabilities**

Members of the City Council requested additional research and the development of a plan on reserve levels along with funding a new pension related trust fund. That analysis and related recommendations are spelled out below.

RECOMMENDATION

Over the next three fiscal years, increase General Fund Reserves by a total of $5.7 million to reach the recommended level of two months of General Fund expenditures and increase the Facility Replacement Reserve by $2 million. The City's rainy day reserves will have a total balance of over $65.1 million when this plan is fully implemented. In addition, to address the unfunded pension liability, establish a separate 115 Trust and budget a $5 million annual contribution starting in fiscal year 2022-23.

RESERVE FUNDS/UNFUNDED LIABILITIES BUDGET PLAN

	Fiscal Year					
	2019-20*	2020-21	2021-22	2022-23	2023-24	2024-25
General Fund Reserves (inc. PSVS)	10,000,000	6,900,000	7,000,000	1,400,000	1,400,000	1,500,000
Facility Replacement Reserve	2,000,000	2,000,000	2,000,000			
PERS Rate Stabilization (115 Trust)				5,000,000	5,000,000	5,000,000
TOTAL	12,000,000	8,900,000	9,000,000	6,400,000	6,400,000	6,500,000

** Note: Based on availability of funds at mid-year. If insufficient funds are available the plan will need to be pushed back by one year, ending instead on 2025-26*

CUMMULATIVE RESERVE BALANCES

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Cash Basis Reserve (Gen. Fund)	36,380,000	43,280,000	50,280,000	51,680,000	53,080,000	54,580,000
Facility Replacement Reserve	6,590,000	8,590,000	10,590,000	10,590,000	10,590,000	10,590,000
PERS Rate Stabilization (115 Trust)				5,000,000	10,000,000	15,000,000

BACKGROUND

Council made a number of inquiries related to both increasing City reserves and addressing unfunded liabilities for CalPERS and OPEB at recent meetings in May. It was determined that looking at the necessity to address these items overall, and prioritizing each, may be beneficial and the best way to respond.

City Reserves

The City currently has a General Fund Cash Basis Reserve of $25.4 million. That amount includes a Council approved appropriation of $12 million of PSVS revenue in 2018-19 to supplement the historic General Fund reserve. That additional amount allows the CalPERS unfunded liability to be paid at the beginning of each fiscal year as opposed to making payments monthly resulting in annual interest savings of $1 million to $1.5 million over the next six years. The current plan to increase General Fund reserves is to allocate these interest savings on the pension liability payments, which would increase the reserves to $33 million by fiscal year 2024-25.

The City has recently updated revenue estimates both for the current fiscal year and for 2019-20 that increases Sales Tax Revenue. This change allows increases in the budgeted allocation to the General Fund Cash Basis Reserve for both years ($1 million in 2018-19 & $3.3 million in 2019-20.)

The Government Finance Officers Association (GFOA) recommends General Fund reserve levels equal to two months of expenditures and this plan puts the City near that recommendation based on the 2018-19 budget. The proper level of General Fund reserves is a moving target though. The estimated General Fund budget in two years, when the bulk of PSVS hiring is completed, would be approximately $327 million, which increases the minimum target reserve in the General Fund to $54.5 million.

A study by the San Francisco Office of Controller found that the largest cities in California had all established goals or policies of maintaining a General Fund reserve of 10% or less of General Fund revenues or expenditures (depending on the organization). See Attachment A. The current goal of two months of expenditures (or 16.7%) exceeds the reserve levels sought by those comparable cities. The department is currently researching to find the most recent reserve levels for those identified in the study.

The City also has a reserve fund that is held for emergency repairs and maintenance to City facilities. The balance of that facility reserve is at its lowest point since it was established in 2005, currently $2.6 million. With the improved Sales Tax Revenue outlook mentioned previously, the City was able to set aside an additional $1 million for this fund in the current year. The 2019-20 budget also proposes an increase of $1 million to this fund but additional reserves are needed. When it was established over a decade ago, the goal was a reserve level of $5 million. The value of City building and improvements has increased significantly since 2005, both due to inflation and additional assets, so it has been proposed that the facility reserve level should be at a level closer to $10 million.

PERS and OPEB Liabilities

CalPERS and OPEB liabilities continue to be a concern with unfunded liabilities sitting at $415 million and $78 million respectively based on the most recent actuarial reports. Required contributions to CalPERS for 2019-20 will be over $53 million and are expected to increase over 30% to $69 million by 2024-25.

The City has established what is called a Section 115 Trust to fund the OPEB liability and has eliminated the benefit for employees hired after 2006. The OPEB program is therefore a “closed” system and the number of participants will only shrink over time. Analysis of the liability and investment performance has shown that, with the City continuing to make the required contributions, by 2036 the earnings on the trust should cover the anticipated cost of the plan going forward. Contributions in excess of the required amount do not shorten the estimated time the trust will become “self-funding” in a meaningful way. Actuarial analysis shows that an

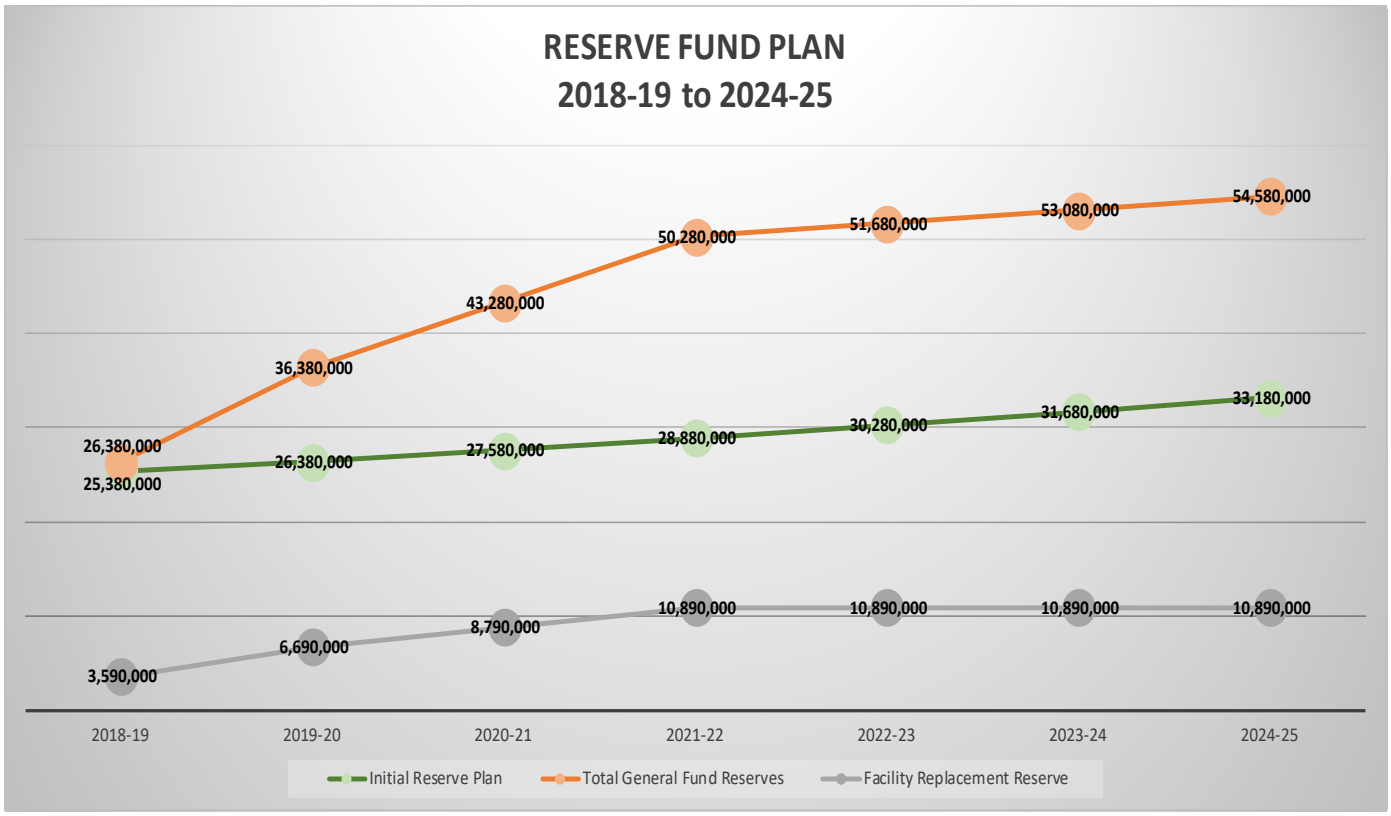
additional contribution of $5 million only reduces that timeframe by 1 year so excess funds are considered better-served addressing CalPERS liabilities.

There are fewer options available to reduce the CalPERS liability. Steps have been taken locally with the voter approved Measure D in 2010 and at the State level with the passage of PEPRA in 2013. Additional contributions could be made to PERS, but there has been reluctance to consider that option due to past investment performance at CalPERS. A separate Section 115 trust could be established in what is called a Pension Rate Stabilization fund. Those funds would remain within the City's control and be managed by the City's own investment consultant. The deposits could then be held in the trust to either offset the pension liability or cover significant spikes in required contributions should the need arise. Reductions to the City's total pension expenses have also occurred with smaller shifts of the Employer Paid Member Contributions (EPMC) back to employees connected with past COLA increases.

These varying and competing needs will require prioritization on the use of available funds moving forward.

Increasing General Fund and Facility Reserves

With the target reserve levels of $54.5 million, over the next three years the City will need to supplement the initial reserve plan by approximately $23 million ($17 million for General Fund reserves and $6 million for Facility reserves.). That amount would be in addition to the savings on interest that will be realized by funding the PERS liability payments at the beginning of each year. As noted previously, the target reserve level of $54.5 million (or 16.7% of budgeted General expenditures) is the level recommended by GFOA and exceeds the average reserves percentage held by comparable Cities in research by the San Francisco Office of Controller.



Establish Pension Section 115 Trust

As discussed, addressing reserve levels will the first priority but after fiscal year 2022-23, a Section 115 trust could be established to deal with the City's pension liabilities. Reducing unfunded liabilities requires establishing some goal or benchmark the City would like to achieve. There is an unfunded liability balance nearing $500 million dollars with an overall funded ratio of 66%. As an example, if the City would like to get to a ratio of 70% for the CalPERS liability, that would require a contribution to the trust starting in 2022-23 of $5 million a year through 2027-28 based on the most recent actuarial reports. It should be noted that each year the liability reported by CalPERS changes based on new actuarial studies and these unfunded amounts are very fluid based on investment performance and plan population.

Please contact me if you need any more information or have questions.

Attachment

Cc: Chris Huot, Assistant City Manager
Nelson Smith, Finance Director

Received and placed on file at City Council meeting of 6/28/19

FY 2018-19 BUDGET ADJUSTMENTS

Fiscal Outlook Has Changed

- First quarter sales tax receipts are up 14.5 percent

- Conservatively, staff estimates receiving additional sales tax and Bakersfield Public Safety and Vital Services Measure revenues for current year

Revenues Exceeding Budget	FY 2018-19
General Fund	$2,000,000
PSVS Measure	$1,000,000
Total	**$3,000,000**

Proposed Changes – General Fund

- **Police Department Operations - $1,000,000**
  - *Increase in mandated court callback attendance and increased vehicle maintenance costs*
  - *The department's overtime, callback and fleet expenditures are anticipated to exceed current budget appropriations*
  - *In past years, savings from budgeted, but vacant positions was available to offset any nominal overtime and callback overages*
  - *The department's sworn complement is much closer to authorized levels than it has been in the past several years.*
  - *A positive circumstance, it does create a budgetary issue that must be rectified prior to the close of the current fiscal year.*

Proposed Changes – General Fund

- **Facility Replacement Reserve Fund - $1,000,000**
  - *For emergency repairs and maintenance of General Fund City facilities such as fire stations and police facilities*
  - *Balance is at its lowest point since it was established in 2005 ($2.6 million)*
  - *Historic goal is $5 million*
  - *Value of City facilities and improvements has increased significantly since 2005, both due to inflation and additional assets*
  - *Facility reserve level should be at a level closer to $10 million*

Proposed Changes – PSVS Measure

- **Cash Basis Reserve Fund - $1,000,000**
  - *Help mitigate the effects of*
    - natural disasters
    - significant unforeseen events
    - economic downturns and State revenue takeaways otherwise resulting in cuts to staffing levels, programs or services
    - prudent planning efforts for future recession!
  - *Part of proposed multi-year plan to increase general reserve levels to meet 60-day reserve target*
  - *Further discussion on reserve plan under FY 2019-20 Budget Adoption item*

Citizens Oversight Committee

- Met on June 26th and reviewed the FY 2018-19 Proposed PSVS Measure Allocation
- Reserve allocation of $1,000,0000 was approved
- Comments on FY 2018-19 reserve allocations:
  - *Additional funds for homelessness-related activities*

Staff Recommended Actions

- Appropriate $1,000,000 additional sales tax revenue to the Police Department Operating Budget within the General Fund to cover overtime, callback and vehicle maintenance costs
- Appropriate and Transfer $1,000,000 additional sales tax revenue from the General Fund to the Facility Reserve Fund
- Appropriate and Transfer $1,000,000 additional sales tax revenue from the Public Safety and Vital Services Fund to the PSVS Cash Reserve Fund

Questions?

FY 2019-20 BUDGET ADOPTION

Proposed Adjustments & Changes

Recap

- Staff presented the Fiscal Year 2019-20 proposed budget to the City Council on May 8th
- Historic budget in terms of service level enhancements, programs and projects addressing top community priorities
- Proposal contains measurable, innovative programs, services and projects to address community priorities and current City Council Goals
- Focus on key community issues – public safety, homelessness, economic development, community facilities and fiscal stability

Recap

- Included Citizens Oversight Committee recommendations/feedback on PSVS Measure proposals for FY 2019-20
- Budget-related actions took place over four meetings, including detailed department presentations
- Several adjustments and changes proposed due to improved fiscal circumstances
- Conservative revenue estimates still intact for next fiscal year

Fiscal Outlook Update

- First quarter sales tax receipts up 14.5% over same quarter in 2018
- Reflection of the continued growth of local economy
- Revised annualized sales tax projections for current year and next year
- Additional proposed allocations of General Fund, PSVS Measure transient occupancy tax and transportation development fee revenues

Fiscal Outlook Update

Additional Estimated Revenues	FY 2019-20
General Fund (1% Sales Tax)	$1,430,000
PSVS Measure	$3,850,000
Transportation Development Funds	$2,000,000
Transient Occupancy Tax	$250,000
Total	**$ 7,530,000**

Proposed Changes: General Fund

- **City Manager's Office Staffing - $117,000**
  - *Add one Administrative Analyst III position*
  - *Based on multiple Councilmember requests*
  - *Provide additional resources to ensure effective management/responsiveness to key issues, projects and programs*

- **Museum of Art Contribution - $50,000**
  - *Originally requested $75,000 after budget was proposed*
  - *City has long standing ties with Art Museum*
  - *Funding to support rotating exhibitions, maintenance of permanent collections and funding of capital projects*
  - *Eligible under current non-profit policy*

Proposed Changes: General Fund

- **Bakersfield Symphony Contribution Increase - $13,000**
  - *$37,000 currently budgeted*
  - *Prior to recession contribution used to be $50,000± annually*
  - *Directly tied to City Council goals*

- **Council Contingency Increase - $150,000**
  - *Used for projects or other items that arise throughout the fiscal year where funding does not exist within the budget*
  - *Currently budgeted at $100,000*
  - *Historically budgeted at $250,000 prior to recession*

Proposed Changes: General Fund

- **Branding Implementation - $100,000**
  - *Collaborative effort: Greater Bakersfield Chamber of Commerce, County of Kern, Kern Economic Development Corporation, Visit Bakersfield and private business interests*
  - *Developing cohesive external brand*
    - generate economic development
    - promote talent attraction
    - tourism opportunities
  - *Logos, taglines and other assets to be unveiled soon*
  - *Incrementally implement where feasible and fiscally prudent*
    - Letterhead, business cards, vehicle decals, web sites, etc.

Proposed Changes: General Fund -> Capital Outlay Fund

- **Blacktop Median Enhancement Project - $50,000**
  - *Councilmember Freeman requested staff develop a plan to improve medians in three locations that have predominately blacktop only:*
    - Ming Avenue
    - New Stine Road
    - Truxtun Avenue
  - *Phase I: Concept and design (FY 19-20)*
  - *Phase II: Construction (FY 20-21)*

Proposed Changes: General Fund -> Capital Outlay Fund

- **Downtown Landscape Project - $150,000**
  - *Multiple councilmembers requested staff develop options for a master tree plan in the downtown area*
  - *More consistent maintenance and theme*
  - *Initial allocation to fund concept and design study/options*
  - *Findings to be presented to full Council when ready*

- **Banner Program Update Project - $100,000**
  - *Provides for a comprehensive review, plan and policy development for banners on City-owned street lights and poles*
  - *Improve image and enhance opportunities for promoting city events, seasonal promotions and general aesthetics*

Proposed Changes: General Fund -> Capital Outlay Fund

- **Ward 1 and Ward 2 Street Improvements - $700,000**
  - *Supplemental allocation of funds to address several areas within these two wards where streets were not originally constructed to modern standards or where certain infrastructure may not exist*
  - *Oil sand streets*
  - *No curb, gutter or sidewalk*
  - *Accelerates improvements the City has identified, but would otherwise take several more years to complete*

Proposed Changes: Transient Occupancy Tax -> Capital Outlay Fund

- **Downtown Corridor Project - $250,000**
  - *Councilmember Rivera requested staff research opportunity to enhance Chester Avenue and H Street corridors into downtown*
  - *Coincide with the Centennial Corridor project*
  - *Medians, landscaping and enhanced signage within the existing right-of-way*
  - *Phase I: Study and design of enhancements for these two areas (FY 19-20)*
  - *Phase II: Construction (FY 20-21)*

Proposed Changes: Transportation Development Fees

- **Hagemen Flyover Right of Way Acquisition - $2,000,000**
  - *Project proposes to extend Hageman Road from Knudsen Drive, over State Route 99 to Golden State Avenue (State Route 204)*
  - *New bike path crossing State Route 99*
  - *The design of the project and environmental work has been substantially completed*
  - *Construction funding source not yet identified*
  - *Next step is to acquire the necessary right-of-way and bring the project to shovel-ready status*
  - *The project will be a strong candidate for future federal and/or state roads funding*

BAKERSFIELD PUBLIC SAFETY & VITAL SERVICES

Amendments to FY 2019-20 Proposed Allocations

Revising Revenue Projections

Fiscal Year	Additional PSVS Measure Revenues
2018-19	$1,000,000
2019-20	$3,850,000
Total	**$4,850,000**

- Conservative estimates based on historical data
- Staff monitors reports closely and has history of budgeting conservatively – projections in line with this approach

Public Safety and Vital Services Measure

- **Community Prosecution Program - $300,000**
  - *Collaborative, innovate approach to addressing quality of life types of crimes*
  - *Discussions ongoing between the Bakersfield Police Department, Kern County District Attorney's Office and Kern County Sheriff's Office*
  - *Intent is to enhance enforcement, <u>prosecution</u> and incarceration*
  - *Plan still under development and funds used only if/when program is established*
  - *$300,000 of additional PSVS Measure directed to district attorney's office to enhance prosecution efforts – FY 2019-20*
  - *Budgeted in City Attorney's Office for this specific purpose*

Public Safety and Vital Services Measure

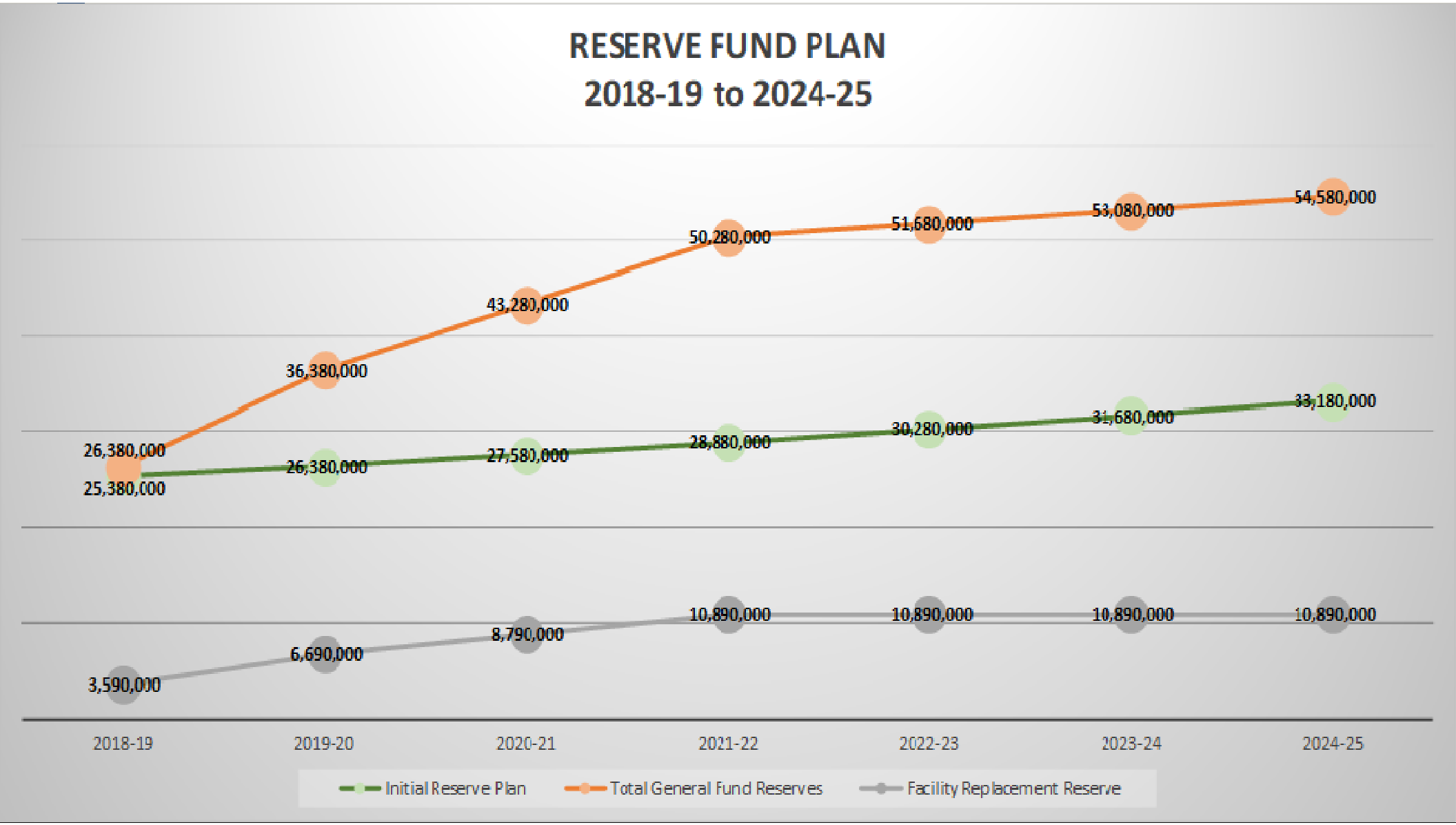
- **Police Academy and Advanced Training Facility - $250,000**
  - *$900,000 previously allocated*
  - *Facility improvements underway*
  - *Critical to hiring 100 officers in three years*
  - *Reduces expenses and logistical issues for advanced training*
  - *Construction progress*
  - *Facility must meet the Commission on Peace Officer Standards and Training requirements*
  - *Auxiliary building necessary for tactical training*
  - *Additional technology-related items necessary to support the training activities*
    - Classroom A/V equipment
    - PA systems and speakers
    - MDC chargers
    - Surveillance equipment
    - Security enhancements

Reserve Plan

- Fiscal stability of the City is one of 13 community priorities
- Committee strongly recommended the City Council develop a plan to increase reserve levels
- City Council received recommendation and directed staff to develop a plan and provide information on best practices
- Staff developed plan and is recommending adoption of a resolution to implement 60-day reserve level by FY 2024-25

Reserve Plan

- Target reserve level of $54.5 million (or 16.7% of expected General expenditures) by FY 2024-25
- Exceeds target reserve levels of most major cities in California (10%±)
- Help mitigate the effects of
  - *natural disasters*
  - *significant unforeseen events*
  - *economic downturns and State revenue takeaways otherwise resulting in cuts to staffing levels, programs or services*
  - *prudent planning efforts for future recession!*


RESERVE FUND PLAN
2018-19 to 2024-25
26,380,000
36,380,000
43,280,000
50,280,000
51,680,000
53,080,000
54,580,000
25,380,000
26,380,000
27,580,000
28,880,000
30,280,000
31,680,000
33,180,000
3,590,000
6,690,000
8,790,000
10,890,000
10,890,000
10,890,000
10,890,000
2018-19
2019-20
2020-21
2021-22
2022-23
2023-24
2024-25
Initial Reserve Plan
Total General Fund Reserves
Facility Replacement Reserve

RESERVE FUNDS/UNFUNDED LIABILITIES BUDGET PLAN

	Fiscal Year					
	2019-20*	2020-21	2021-22	2022-23	2023-24	2024-25
General Fund Reserves (inc. PSVS)	10,000,000	6,900,000	7,000,000	1,400,000	1,400,000	1,500,000
Facility Replacement Reserve	2,000,000	2,000,000	2,000,000			
PERS Rate Stabilization (115 Trust)				5,000,000	5,000,000	5,000,000
TOTAL	**12,000,000**	**8,900,000**	**9,000,000**	**6,400,000**	**6,400,000**	**6,500,000**

*Note: Based on availability of funds at mid-year. If insufficient funds are available the plan will need to be pushed back by one year, ending instead on 2025-26

CUMMULATIVE RESERVE BALANCES

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Cash Basis Reserve (Gen. Fund)	36,380,000	43,280,000	50,280,000	51,680,000	53,080,000	54,580,000
Facility Replacement Reserve	6,590,000	8,590,000	10,590,000	10,590,000	10,590,000	10,590,000
PERS Rate Stabilization (115 Trust)				5,000,000	10,000,000	15,000,000

Reserve plan update

- Multi-year plan that involves both PSVS Measure revenues and General Fund revenues to achieve goal
- Funding is accounted for separately – no comingling, but can be utilized for similar purposes if needed
- * = additional allocations above original/proposed budgets for FYs 18-19 and 19-20

Fiscal Year	Additional Cash Reserve Allocations (PSVS)	Facility Replacement Reserve (General Fund & TOT)
2018-19	$1,000,000*	$1,000,000*
2019-20	$3,300,000*	$1,000,000
Total	**$4,300,000**	**$2,000,000**

Citizens Oversight Committee

- Met on June 26th and reviewed all FY 2019-20 Proposed PSVS Measure Allocations
- All allocations were approved
- Comments on FY 2019-20 reserve allocations:
  - *Additional funds for homelessness-related activities*

	FY 2019-20 Proposed May 8, 2019	FY 2019-20 Proposed June 28, 2019	Dollar Difference	Percentage Difference
Operating	$ 514,882,666	$ 520,412,666	$ 5,530,000	1.07%
Capital Improvements	$ 96,077,334	$ 99,577,334	$ 3,500,000	3.64%
Total	$ 610,960,000	$ 619,990,000	$ 9,030,000	1.48%

Note: Includes transfers of funds

Summary

- New resources allocated to address community priorities
- 145 new positions
- Robust capital improvement budget for next year and a comprehensive five year plan to address deferred capital needs
- Conservative revenue projections - with long-term in mind

Staff Recommended Actions

- Adopt resolution approving the budget for Fiscal Year 2019-20
- Adopt resolution establishing the appropriations limit for the City
- Adopt resolution establishing a cash reserve and facility reserve plan for the City

Questions?

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019 Deferred Business 12. b.

TO: Honorable Mayor and City Council

FROM: Alan Tandy, City Manager

DATE: 6/19/2019

WARD:

SUBJECT: Fiscal Year 2019-20 Budget:

1. Resolution Approving and Adopting the Operating and Capital Improvement Budgets for the City of Bakersfield, CA for the Fiscal Year 2019-20
2. Resolution Establishing the City of Bakersfield Appropriations Limit for Fiscal Year 2019-20
3. Resolution Establishing a multi-year Cash Reserve and Facility Replacement Reserve Plan

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STAFF RECOMMENDATION:

Staff recommends adoption of the resolutions approving the FY 2019-20 operating and capital budget with adjustments as outlined, the City's appropriations limit for next fiscal year and the establishment of a multi-year plan to enhance the City's cash reserve and facility replacement reserve.

BACKGROUND:

This administrative report and two items before the City Council are related to the adoption of the Fiscal Year 2019-20 City of Bakersfield operating and capital improvement budgets.

The first item is a resolution adopting the FY 2019-20 budget, totaling $619,990,000 . The budget is comprised of the operating budget, including transfers, totaling $520,412,666 and the capital improvement budget totaling $99,577,334. The proposed budget reflect the funding of the City's operating cost, including the first full year allocation of the Bakersfield Public Safety and Vital Services Measure and the funding of various capital improvements, including street and road resurfacing, park and recreation facilities, and improvements to other City-owned facilities for the 2019-20 fiscal year.

The City released its Proposed Budget for FY 2019-20 on May 8, 2019. On May 13th and June 3rd, staff presented department and division proposed budgets to the City Council. A noticed

public hearing for the FY 2019-20 budget was held on June 5, 2019. There were three public comments received during this hearing.

As proposed, the budget includes the addition of 145 full time positions throughout the operations and the deletion two full time vacant positions, for a net addition of 143 full time positions.

Staff is proposing several adjustments to the budget that was originally proposed to the City Council on May 8th. The proposed adjustments include:

City Manager's Office Staffing

Multiple Councilmembers requested consideration be made to add staff within the City Manager's Office to provide additional oversight and management resources as the City continues to experience growth and increased demands for services rise. After review and analysis, staff is recommending the addition of one Administrative Analyst III position within the City Manager's Office. The Administrative Analyst III position is versatile in terms of assignments, workload and skill set that will provide the Office with additional necessary resources to assist in the overall management of the City. The total cost for the position (salary and benefits) is approximately $112,000, with the balance of the costs ($5,000) related acquiring the necessary equipment for the position. The proposed source of funds for this position is the General Fund.

Museum of Art Contribution

After the proposed budget was compiled, staff received a funding request of $75,000 from the Bakersfield Museum of Art (see attached letter). The Museum indicates a contribution from the City would support expenses related to rotating exhibitions, maintenance of permanent collections and funding of capital projects. The City previously provided an annual contribution to the Museum of Art prior to the recession in 2008. From the 1950's to 1997 the City owned the property and structures that later became the Bakersfield Museum of Art. In June 1997, the City sold the property and existing improvements to the non-profit Bakersfield Art Foundation, which constructed and operates the current facility.

After review of the request, staff is recommending a contribution of $50,000 be added to the FY 2019-20 to support the Museum's operations. This contribution relates to several of the City Council's existing goals, including strengthening and diversifying the economic base and promoting community pride and image. In 2001, the City Council established a policy for the funding of non-profits. The Bakersfield Museum of Art is specifically eligible to receive funding for ongoing operational purposes. Funding for this increase is proposed to come from the General Fund.

Increase to Bakersfield Symphony Contribution

A contribution in the amount of $37,000 is currently proposed as part of the FY 2019-20 budget. After further review by staff, it is recommended the contribution be increased by $13,000 to $50,000 in support of the Symphony's activities. This contribution relates to several of the City Council's existing goals, including strengthening and diversifying the economic base and promoting community pride and image. The $50,000 contribution is reflective of the contribution level made by the City to Symphony prior the recession. Funding for this increase is proposed to

come from the General Fund.

Increase to Council Contingency

Prior to both the recession of 2008 and the energy downtown of 2014, the Council Contingency account was customarily set at $250,000. This amount was available to the Council for projects or other items that arose throughout the fiscal year where funding did not exist within the budget. For the past several years, this line item was budgeted at $25,000 to $50,000. For FY 2019-20, staff originally proposed $100,000 be budgeted for the Council contingency. However, after further review of fiscal circumstances, staff is recommending this item be increased by $150,000 in FY 2019-20 for a total of $250,000, more reflective of historical levels of funding. Funding for this increase is proposed to come from the General Fund.

Branding Implementation

Over the course of the last several years, City staff, in partnership with the Greater Bakersfield Chamber of Commerce, County of Kern, Kern Economic Development Corporation, Visit Bakersfield and private business interests have collaborated on a joint effort to develop cohesive branding assets for each entity. The initiative is an effort to establish a positive external brand designed to generate economic development, promote talent attraction, and tourism opportunities in Bakersfield and within the region. The group retained North Star Destination Strategies, which implemented a multi-phased approach to develop tangible creative products based on research and feedback. The group is in the final stages of developing graphic standards guide and deliverables, with a public unveiling in the near future. Once the new brand is unveiled, the City has committed to begin to implement the graphics where feasible and in a timely manner. Although it is not logistically possible or fiscally prudent to immediately change out all previously used logos in all applicable places, there is a commitment from the City to work toward implementing the new brand as time and resources permit. This proposed allocation will provide initial seed money to begin to change out items such as business cards, vehicle decals, letterhead and other items as they are needed. Funding for this item is proposed to come from the General Fund.

Downtown Corridor Project

Councilmember Rivera requested staff develop a plan to enhance the Chester Avenue and H Street Corridors from State Route 58 into the downtown area. Upon completion of the Centennial Corridor in 2022, these two routes are anticipated to become more prominent routes into the downtown area. Concepts include medians, landscaping and enhanced signage within the existing right-of-way. Based on this request, staff is proposing to add $250,000 in the FY 2019-20 Capital Improvement Program to fund a study and design of enhancements for these two areas. Funding for the construction phase is anticipated to be included in the FY 2020-21 capital improvement budget. Funding for this project is proposed to come from revised Transient Occupancy Tax revenues and is budgeted within the Capital Outlay Fund.

Blacktop Median Project

Councilmember Freeman requested staff develop a plan to improve medians in three specific locations. Currently, there are several sections of medians on Ming Avenue, New Stine Road and Truxtun Avenue that are predominantly blacktop asphalt. This project will fund the development of a concept design plan to improve the aesthetics of these medians. Improvements may include

hardscape, limited landscape and other design elements. As part of this project, staff will look to update and modernize the City's median designs as requested by Councilmember Gonzales. This phase will include the concept and design phase, with the first phase of construction to be budgeted in FY 2020-21. Funding for this project is proposed to come from revised General Fund revenues and is budgeted within the Capital Outlay Fund.

Downtown Landscape Project

Councilmember Gonzales and Smith requested staff study options related to developing a master tree plan in the downtown area. Staff is proposing to add $150,000 in funding within the capital improvement budget to develop this plan and potential options to provide for a more consistent landscaping theme within the downtown area. Once the plan is developed, staff will present the findings to the City Council and make recommendations in regards to next steps for the project. Funding for this project is proposed to come from revised General Fund revenues and is budgeted within the Capital Outlay Fund.

Banner Program Update Project

Throughout the City there are banner poles affixed to City-owned street lights or standalone poles within the City's right of way. Depending on the location, banners may or may not exist. In some cases, these banners are installed and maintained by City staff through the funding provided by a maintenance district (example: Chester Avenue). In other cases, there were agreements with local community organizations to maintain banners, however over time the banners have not been maintained (example: 19th and Eye Streets). Depending on the area, there may be different pole configurations to accommodate different banner sizes or more frequently the banner poles have been broken or removed. Furthermore, where banners do exist, the design and layouts can be enhanced to improve messaging and improve the overall image of the City. This project proposes funding to develop a comprehensive banner program, which includes defining accepted hardware specifications, banner size, policies for banner content and an opportunity to update, modernize and enhance overall banner designs. This project will also begin to fund the replacement and repair of existing banner pole hardware. Funding for this project is proposed to come from revised General Fund revenues and is budgeted within the Capital Outlay Fund.

Ward 1 and Ward 2 Street Improvements

At the request of Councilmembers Rivera and Gonzales, staff is proposing to allocate $700,000 to fund various street improvements within Wards 1 and 2. The specific improvements and scope of work will be determined by Public Works staff based on pavement conditions and in consultation with the respective Councilmember. This project is intended to address several areas within these two wards where streets were not originally constructed to modern standards or where certain infrastructure may not exist. Funding for this project is proposed to come from General Fund revenues and is budgeted within the Capital Outlay Fund.

Hageman Flyover Right of Way Acquisition

The Hageman Flyover is a Thomas Roads Improvement Program (TRIP) project that will provide an important east-west connection in the north Bakersfield metro area. The project is anticipated to relieve traffic congestion at several major intersections surrounding the project

area. The project proposes to extend Hageman Road from Knudsen Drive, over State Route 99 to Golden State Avenue (State Route 204). The total length of the project is about 1.5 miles. The project would build a four-lane road from Hageman Road and Knudsen Drive to join Golden State Avenue just east of State Route 99. The existing bridge over Airport Drive would be widened, and existing ramps at the Airport Drive/Golden State Avenue interchange would be modified. A new bike path crossing State Route 99 would also be included in the project.

Although construction of the project is not funded by federal earmarks through the TRIP program, the design of the project and environmental work has been substantially completed. It is now the intent of the City to acquire the necessary right-of-way and bring the project to shovel-ready status. At that point, staff believes the project will be a strong candidate for future federal and/or state roads funding. Therefore, staff is recommending the addition of $2 million to fund right-of-way acquisition in next year's budget. This will be the first of a multi-year effort to acquire the necessary property to construct the project. Funding for this project will come from Transportation Development Fee revenues.

Community Prosecution Program

Prior to the November 2018 election, the City facilitated a survey of 1,000 Bakersfield residents and participated in over 30 community meetings in an effort to better understand community priorities as it related to a potential sales tax measure. In response, it was made clear that public safety was the top priority. More specifically, the community was interested in enhancing resources for law enforcement to prevent and deter quality of life type of criminal activity. Due to changes in state laws, it has been more difficult for law enforcement and the district attorney's office to arrest and prosecute these types of crimes. However, more recent discussions between the Bakersfield Police Department, Kern County District Attorney's Office and Kern County Sheriff's Office have resulted in new concepts to enhance enforcement, prosecution and incarceration of individuals that commit certain quality of life type of crimes. The concept is still under development; however, staff is recommending $300,000 be budgeted within the Police Department operating budget to fund this program should it be implemented. This funding would potentially be utilized to supplement the resources for the district attorney's office prosecution efforts. This proposed allocation meets several of the community priorities established as part of the Bakersfield Public Safety and Vital Services Measure. This item is proposed to be funded with additional PSVS Measure revenues and will not affect any of the proposals previously put forth before the Citizens Oversight Committee or the City Council.

Increase to Police Academy and Training Facility Project

As part of the first allocation of PSVS Measure Revenue, the PSVS Citizens Oversight Committee recommended and the City Council approved an initial allocation of $900,000 to renovate the existing City-owned building at 4646 California Ave for utilization as a police academy and advanced training facility. The ability for the department to host its own academies and advanced trainings will be paramount to ensuring the successful implementation of the plan to hire 100 additional sworn officers as part of the PSVS Measure. The first academy to begin to hire the 100 officers is scheduled to begin in August 2019, therefore staff has been working daily to ensure the facility is ready to open on this date.

As the project has evolved there are two components that will require additional funding. The first component is the erection of an auxiliary building that will be utilized for tactical training. This building will be located on the existing property and is required to meet the Commission on

Peace Officer Standards and Training standards for the facility. The second funding need is for additional technology equipment to support the needs of the staff at the facility. These needs include hardware and network equipment that will be utilized for training purposes. Cumulatively, the additional funding needed is $250,000. This item is proposed to be funded with additional PSVS Measure revenues and will not affect any of the proposals previously put forth before the Citizens Oversight Committee or the City Council.

Increase PSVS Measure Cash Basis Reserve Fund

An opportunity exists to continue to increase the City's cash reserve with the multi-year plan to reach a 60-day reserve by FY 2024-25. This multi year plan is outlined in a memo from Finance Director Randy McKeegan, which is attached to this administrative report. This aligns with the recommendations of the PSVS Measure Citizens Oversight Committee and the direction of the City Council. As such, staff is proposing to add an additional $3.3 million to the PSVS Measure reserves to mitigate for unforeseen circumstances. As required by the PSVS Measure, the amount allocated from PSVS Measure revenues will be accounted for separately from all other reserve allocations.

Appropriations Limit

The appropriations limitation imposed by Propositions 4 (1979) and later amended by Proposition 111 (1990) creates a restriction on the amount of government revenue which may be appropriated in any fiscal year. The appropriations limit applies only to those revenues defined as "proceeds of taxes," such as property tax, sales tax and transient occupancy tax. The appropriations limit is based on actual appropriations during the base year (1986-87), and increases each year using specified growth factors. According to the Revenue and Taxation Code, Section 7910, local governments must establish its appropriations limit by resolution each year at a regularly scheduled meeting or a noticed special meeting. During any fiscal year, a government entity may not appropriate any proceeds of taxes received in excess of the appropriations limit.

The appropriations limit is different for each agency and the limit changes each year. For calculations purposes, the appropriations limit from the previous fiscal year is increased based on population growth and inflation factors as provided by the State Department of Finance.

A resolution adopting the Fiscal Year 2019-20 appropriations limit of $429,959,287 is included as part of the budget adoption process for Council consideration. The City's appropriations which are subject to the limit total are $230,936,800. Therefore, the proposed appropriations are significantly below the maximum limit allowed by State law.

Cash Reserve and Facility Replacement Reserve Plan

The PSVS Measure Citizens Oversight Committee and the City Council have expressed significant interest in increasing the City's cash reserve fund. An accompanying memorandum from Finance Director Randy McKeegan provides additional context related to the City's current reserve levels and a multi-year plan to achieve the recommended 60-day General Fund reserve level, as well as increasing the facility replacement reserve to necessary levels.

Reserve funds help mitigate the effects of unanticipated situations such as natural disasters and significant unforeseen events, as well allow the City to temporarily buffer against cuts to staffing

levels, programs or services in response to economic downturns and State revenue takeaways.

The PSVS Measure Oversight Committee recommended and the City Council previously approved placing $12 million of Measure revenues into a reserve fund. This allocation will allow the City to restructure how it pays certain retirement costs, which in turn will save taxpayers an estimated $8.7 million over seven years. Additionally, this one-time action will only be used for cash flow purposes and would still be available at the end of each year, as well as at the end of the seven-year period for other items that may arise.

In harmony with the recommendations made by the PSVS Measure Citizens Oversight Committee and the ongoing requests from the City Council to place further focus on enhancing the fiscal stability of the City, staff recommended appropriating $1 million in additional PSVS Measure revenues to the PSVS Measure Reserve Fund in FY 2018-19 and is recommending another $3.3 million in FY 2019-20. Additionally, staff recommended placing an additional $1 million of General Fund revenues in the facility replacement reserve in FY 2018-19 and $1 million of transient occupancy tax to the facility reserve in FY 2019-20.

Cumulatively, these actions will reduce the amount that will be necessary to allocate in future years to meet the 60-day reserve target, as outlined in the plan with the memorandum from Mr. McKeegan.

Furthermore, staff is recommending the City Council adopt the attached resolution formally approving the cash reserve and facility reserve plan as outlined by Finance Director Randy McKeegan. This plan provides the framework and identifies the funding necessary to reach a 60 day General Fund reserve of $54.5 million by FY 2024-25. If approved and implemented, this plan meets or exceeds the general cash reserves of most comparably-sized cities within the state and meets recommended reserve funding levels as established by the Government Finance Officers Association. It also includes a plan to reach a facility replacement reserve level of $10.5 million by FY 2024-25. Fiscal circumstances allowing, staff will implement this plan and bring back updates to the City Council on the status of implementation.

ATTACHMENTS:

	Description	Type
	FY 2019-20 Budget Resolution	Resolution
	FY 2019-20 Appropriations Limit Resolution	Resolution
	Reserve Plan Resolution	Resolution
	Budget Adjustment Summary Sheet	Backup Material
	Reserve Plan Memo	Backup Material
	Museum of Art Funding Request Letter	Backup Material

RESOLUTION NO._____

A RESOLUTION APPROVING AND ADOPTING THE OPERATING AND CAPITAL IMPROVEMENT BUDGETS FOR THE CITY OF BAKERSFIELD, CALIFORNIA FOR THE FISCAL YEAR 2019-20.

WHEREAS, in accordance with the Charter of the City of Bakersfield and applicable ordinances, the City Manager of the City of Bakersfield has heretofore presented to the City Council of said City the proposed Operating and Capital Improvement budgets for the Fiscal Year 2019-20; and,

WHEREAS, the City Council has reviewed said proposed budgets for the Fiscal Year 2019-20; and

WHEREAS, public hearings were held in the Council Chamber of the City of Bakersfield on these budgets for the Fiscal Year 2019-20; and

WHEREAS, said City Council has now considered these proposed budgets as so submitted and all evidence at said public hearing, with reference thereto.

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

1. That the Fiscal Year 2019-20 budgets total $619,990,000 as reflected in Exhibit "A" attached hereto, with the Operating Budget including transfers totaling $520,412,666 and the Capital Improvement Budget totaling $99,577,334; and

2. That the originals of the proposed Operating and Capital Improvement budgets for the City of Bakersfield, California, for the Fiscal Year 2019-20, as amended, shall be placed on file in the office of the City Clerk and shall be open to public inspection; and

3. That said City Council of the City of Bakersfield does hereby approve and adopt the proposed Operating and Capital Improvement budgets of the City of Bakersfield, California, for the Fiscal Year 2019-20 as reflected in Exhibit "A" attached hereto, and the same are incorporated herein by reference; and

4. That the said budgets for said Fiscal Year 2019-20 submitted, and filed shall be the budgets for the City of Bakersfield, California, for said Fiscal Year 2019-20; and

5. That the City Clerk shall certify to the adoption of this Resolution, and henceforth and hereafter the same shall be in full force and effect.

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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 K. GOH
MAYOR of the City of Bakersfield

APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By _____
JOSHUA H. RUDNICK
Deputy City Attorney

Attachment
Exhibit "A"

CITY OF BAKERSFIELD

FISCAL YEAR 2019-20

DEPARTMENTAL OPERATING AND CAPITAL APPROPRIATIONS

Exhibit "A"

	General Government	Police	Fire	Public Works	Water Resources	Rabobank/CVB & Recreation and Parks	Development Services	Non-Departmental Includes Transfers	Total
Budget Summary									
Operating Budgets									
City of Bakersfield	$ 34,307,441	$ 109,650,815	$ 44,742,706	$ 130,449,806	$ 28,475,291	$ 34,191,196	$ 16,871,470	$ 121,723,941	$ 520,412,666
Successor Agency	-	-	-	-	-	-	-	-	-
Total Operating	$ 34,307,441	$ 109,650,815	$ 44,742,706	$ 130,449,806	$ 28,475,291	$ 34,191,196	$ 16,871,470	$ 121,723,941	$ 520,412,666
Capital Improvements									
City of Bakersfield	$ 1,096,000	$ 12,214,750	$ 1,291,100	$ 66,093,201	$ 2,675,000	$ 6,738,283	$ 9,469,000	$ -	$ 99,577,334
Successor Agency	-	-	-	-	-	-	-	-	-
Total Capital Improvements	$ 1,096,000	$ 12,214,750	$ 1,291,100	$ 66,093,201	$ 2,675,000	$ 6,738,283	$ 9,469,000	$ -	$ 99,577,334
Total Appropriations	$ 35,403,441	$ 121,865,565	$ 46,033,806	$ 196,543,007	$ 31,150,291	$ 40,929,479	$ 26,340,470	$ 121,723,941	$ 619,990,000

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING THE CITY OF BAKERSFIELD APPROPRIATIONS LIMIT FOR FISCAL YEAR 2019-20.

WHEREAS, Section 7910 of the California Government Code provides that each year the governing body of each local jurisdiction shall, by resolution, establish its appropriations limit at a regularly scheduled meeting; and

WHEREAS, any judicial action or challenge for the 2019-20 fiscal year shall be commenced within 45 days of the effective date of this Resolution.

WHEREAS, the City Council of the City of Bakersfield selects the per capita personal income and the population change as growth factors in computing the 2019-20 appropriation limit.

NOW, THEREFORE, the City Council of the City of Bakersfield does hereby set the appropriations limit for fiscal year 2019-20 as $429,959,287. Documentation used in the determination of the appropriations limit is available to the public at the City Manager's Office, City Hall North, 1600 Truxtun Ave, Bakersfield, CA.

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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 K. GOH
MAYOR of the City of Bakersfield

APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By _____
JOSHUA H. RUDNICK
Deputy City Attorney

Attachment
Exhibit "A"

APPROPRIATIONS LIMIT PURSUANT TO STATE CONSTITUTION ARTICLE XIIIB - CITY OF BAKERSFIELD - EXHIBIT "A"
PROPOSED FISCAL YEAR 2019-20

	14-15	15-16	16-17	17-18	18-19	19-20
Base Year Appropriations Limit	**$322,310,373**	**$328,495,244**	**$345,718,719**	**$369,622,220**	**$388,695,397**	**$408,504,776**
Adjustment Factors:						
1. Cal. per capita personal income adjustment limit	0.9977	1.0382	1.0537	1.0369	1.0367	1.0385
SUBTOTAL	321,569,059	341,043,762	364,283,814	383,261,280	402,960,518	424,232,210
2. Population Change Ratio	1.0186	1.011	1.012	1.0113	1.0112	1.0111
SUBTOTAL	327,550,244	344,795,244	368,655,220	387,592,132	407,473,676	428,941,187
3. Booking fees/property tax admin fees*	$945,000 (o)	$923,475 (p)	$967,000 (q)	$1,103,265 (r)	$1,031,100 (s)	$1,018,100 (t)
Appropriations limit for fiscal year	**$328,495,244**	**$345,718,719**	**$369,622,220**	**$388,695,397**	**$408,504,776**	**$429,959,287**
Proceeds of taxes	$ 148,911,800	$ 151,693,600	$ 152,275,460	$ 152,257,480	$ 162,244,600	$ 230,936,800

(o) booking fees are estimated at $425,000 and property tax admin. fees are estimated at $520,000 for FY 14-15
(p) booking fees are estimated at $400,000 and property tax admin. fees are estimated at $523,475 for FY 15-16
(q) booking fees are estimated at $400,000 and property tax admin. fees are estimated at $567,000 for FY 16-17
(s) booking fees are estimated at $400,000 and property tax admin. fees are estimated at $703,265 for FY 17-18
(s) booking fees are estimated at $379,000 and property tax admin. fees are estimated at $652,100 for FY 18-19
(t) booking fees are estimated at $379,000 and property tax admin. fees are estimated at $639,100 for FY 19-20

RESOLUTION NO._____

A RESOLUTION APPROVING AND ADOPTING A CASH RESERVE AND FACILITY REPLACEMENT RESERVE PLAN.

WHEREAS, the City of Bakersfield has traditionally engaged in fiscally conservative budgeting practices; and

WHEREAS, the City does not currently have a cash reserve or facility replacement reserve that meet the City's preferred levels or national standards for government agencies; and

WHEREAS, there is a need for a 60-day general cash reserve and a more robust facility replacement reserve to mitigate against future unknown circumstances; and

WHEREAS, reserve funds help mitigate the effects of unanticipated situations such as natural disasters and significant unforeseen events, as well allow the City to temporarily buffer against cuts to staffing levels, programs or services in response to economic downturns and State revenue takeaways; and

WHEREAS, one of the City Council's adopted goals is fiscal solvency and providing for the prudent use of fiscal resources; and

WHEREAS, one of the 13 community priorities of the Bakersfield Public Safety and Vital Services Measure is to ensure the fiscal stability of the City; and

WHEREAS, the Bakersfield Public Safety and Vital Services Citizens Oversight Committee has recommended the City Council establish a 60-day general cash reserve for the City; and

WHEREAS, the City Council has directed staff to develop a plan to implement such recommendations to increase the City's general cash reserve; and

WHEREAS, staff has developed a multi-year plan to increase the City's general cash reserves to a level equal to 60-days of general fund expenditure needs and a facility reserve level to that of adequate need.

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

1. The above recitals are true and correct; and

2. That the general cash reserve and facility replacement reserve plan outlined in Exhibit “A” of this resolution is hereby approved and adopted; and

3. The resolution and exhibit shall provide direction to staff is the development and implementation of such reserve levels; and

4. That staff shall make every effort, fiscal circumstances allowing, to meet the target reserve levels within the timelines included in the Exhibit.

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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 K. GOH
MAYOR of the City of Bakersfield

APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By _____
JOSHUA H. RUDNICK
Deputy City Attorney

Attachment
Exhibit "A"

Exhibit "A"

MEMORANDUM

TO: Alan Tandy, City Manager

FROM: Randy McKeegan, Finance Director / *RM*

DATE: June 19, 2019

RE: **City Reserves and Unfunded Liabilities**

Members of the City Council requested additional research and the development of a plan on reserve levels along with funding a new pension related trust fund. That analysis and related recommendations are spelled out below.

RECOMMENDATION

Over the next three fiscal years, increase General Fund Reserves by a total of $5.7 million to reach the recommended level of two months of General Fund expenditures and increase the Facility Replacement Reserve by $2 million. The City's rainy day reserves will have a total balance of over $65.1 million when this plan is fully implemented. In addition, to address the unfunded pension liability, establish a separate 115 Trust and budget a $5 million annual contribution starting in fiscal year 2022-23.

RESERVE FUNDS/UNFUNDED LIABILITIES BUDGET PLAN

	Fiscal Year					
	2019-20*	2020-21	2021-22	2022-23	2023-24	2024-25
General Fund Reserves (inc. PSVS)	10,000,000	6,900,000	7,000,000	1,400,000	1,400,000	1,500,000
Facility Replacement Reserve	2,000,000	2,000,000	2,000,000			
PERS Rate Stabilization (115 Trust)				5,000,000	5,000,000	5,000,000
TOTAL	12,000,000	8,900,000	9,000,000	6,400,000	6,400,000	6,500,000

** Note: Based on availability of funds at mid-year. If insufficient funds are available the plan will need to be pushed back by one year, ending instead on 2025-26*

CUMMULATIVE RESERVE BALANCES

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Cash Basis Reserve (Gen. Fund)	36,380,000	43,280,000	50,280,000	51,680,000	53,080,000	54,580,000
Facility Replacement Reserve	6,590,000	8,590,000	10,590,000	10,590,000	10,590,000	10,590,000
PERS Rate Stabilization (115 Trust)				5,000,000	10,000,000	15,000,000

BACKGROUND

Council made a number of inquiries related to both increasing City reserves and addressing unfunded liabilities for CalPERS and OPEB at recent meetings in May. It was determined that looking at the necessity to address these items overall, and prioritizing each, may be beneficial and the best way to respond.

City Reserves

The City currently has a General Fund Cash Basis Reserve of $25.4 million. That amount includes a Council approved appropriation of $12 million of PSVS revenue in 2018-19 to supplement the historic General Fund reserve. That additional amount allows the CalPERS unfunded liability to be paid at the beginning of each fiscal year as opposed to making payments monthly resulting in annual interest savings of $1 million to $1.5 million over the next six years. The current plan to increase General Fund reserves is to allocate these interest savings on the pension liability payments, which would increase the reserves to $33 million by fiscal year 2024-25.

The City has recently updated revenue estimates both for the current fiscal year and for 2019-20 that increases Sales Tax Revenue. This change allows increases in the budgeted allocation to the General Fund Cash Basis Reserve for both years ($1 million in 2018-19 & $3.3 million in 2019-20.)

The Government Finance Officers Association (GFOA) recommends General Fund reserve levels equal to two months of expenditures and this plan puts the City near that recommendation based on the 2018-19 budget. The proper level of General Fund reserves is a moving target though. The estimated General Fund budget in two years, when the bulk of PSVS hiring is completed, would be approximately $327 million, which increases the minimum target reserve in the General Fund to $54.5 million.

A study by the San Francisco Office of Controller found that the largest cities in California had all established goals or policies of maintaining a General Fund reserve of 10% or less of General Fund revenues or expenditures (depending on the organization). See Attachment A. The current goal of two months of expenditures (or 16.7%) exceeds the reserve levels sought by those comparable cities. The department is currently researching to find the most recent reserve levels for those identified in the study.

The City also has a reserve fund that is held for emergency repairs and maintenance to City facilities. The balance of that facility reserve is at its lowest point since it was established in 2005, currently $2.6 million. With the improved Sales Tax Revenue outlook mentioned previously, the City was able to set aside an additional $1 million for this fund in the current year. The 2019-20 budget also proposes an increase of $1 million to this fund but additional reserves are needed. When it was established over a decade ago, the goal was a reserve level of $5 million. The value of City building and improvements has increased significantly since 2005, both due to inflation and additional assets, so it has been proposed that the facility reserve level should be at a level closer to $10 million.

PERS and OPEB Liabilities

CalPERS and OPEB liabilities continue to be a concern with unfunded liabilities sitting at $415 million and $78 million respectively based on the most recent actuarial reports. Required contributions to CalPERS for 2019-20 will be over $53 million and are expected to increase over 30% to $69 million by 2024-25.

The City has established what is called a Section 115 Trust to fund the OPEB liability and has eliminated the benefit for employees hired after 2006. The OPEB program is therefore a “closed” system and the number of participants will only shrink over time. Analysis of the liability and investment performance has shown that, with the City continuing to make the required contributions, by 2036 the earnings on the trust should cover the anticipated cost of the plan going forward. Contributions in excess of the required amount do not shorten the estimated time the trust will become “self-funding” in a meaningful way. Actuarial analysis shows that an

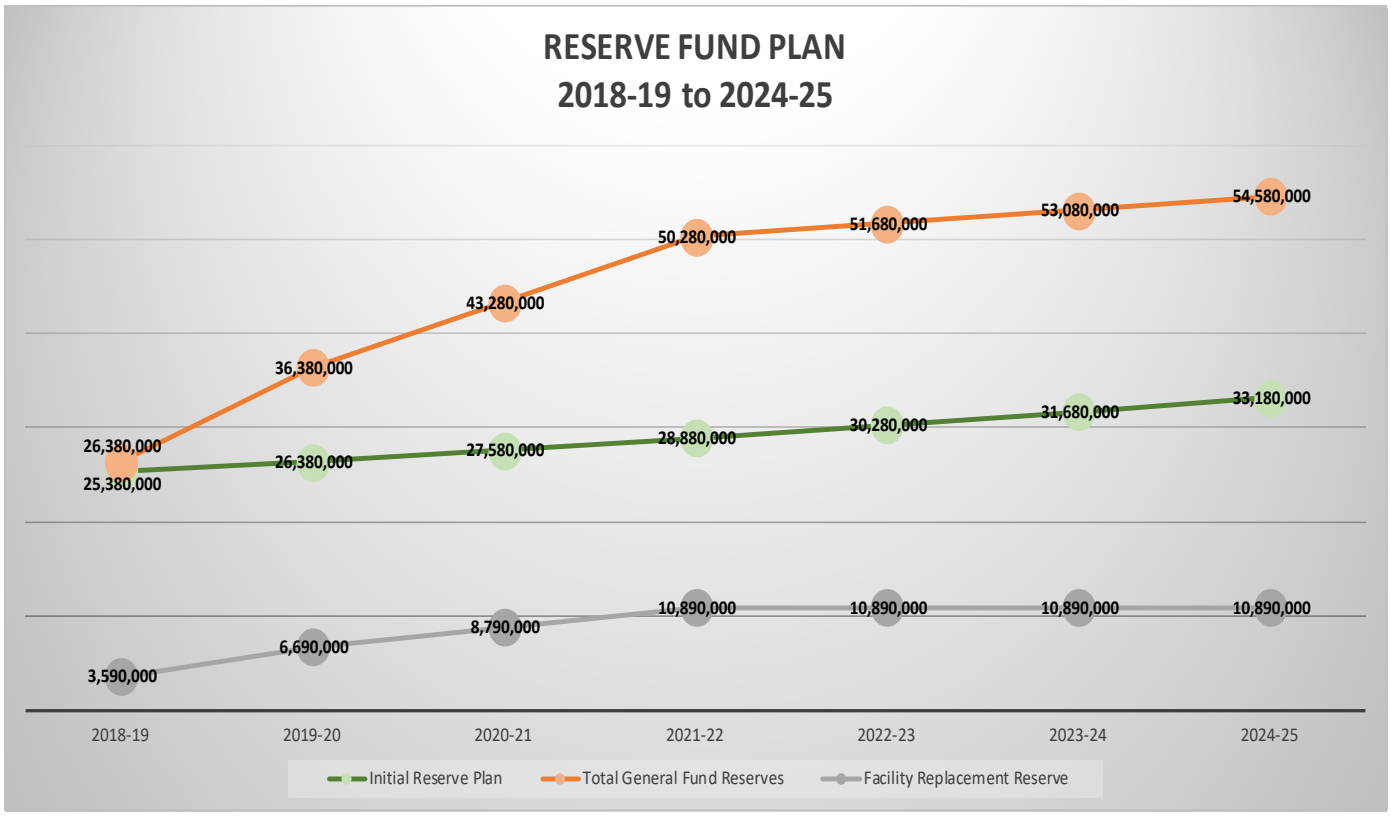
additional contribution of $5 million only reduces that timeframe by 1 year so excess funds are considered better-served addressing CalPERS liabilities.

There are fewer options available to reduce the CalPERS liability. Steps have been taken locally with the voter approved Measure D in 2010 and at the State level with the passage of PEPRA in 2013. Additional contributions could be made to PERS, but there has been reluctance to consider that option due to past investment performance at CalPERS. A separate Section 115 trust could be established in what is called a Pension Rate Stabilization fund. Those funds would remain within the City's control and be managed by the City's own investment consultant. The deposits could then be held in the trust to either offset the pension liability or cover significant spikes in required contributions should the need arise. Reductions to the City's total pension expenses have also occurred with smaller shifts of the Employer Paid Member Contributions (EPMC) back to employees connected with past COLA increases.

These varying and competing needs will require prioritization on the use of available funds moving forward.

Increasing General Fund and Facility Reserves

With the target reserve levels of $54.5 million, over the next three years the City will need to supplement the initial reserve plan by approximately $23 million ($17 million for General Fund reserves and $6 million for Facility reserves.). That amount would be in addition to the savings on interest that will be realized by funding the PERS liability payments at the beginning of each year. As noted previously, the target reserve level of $54.5 million (or 16.7% of budgeted General expenditures) is the level recommended by GFOA and exceeds the average reserves percentage held by comparable Cities in research by the San Francisco Office of Controller.



Establish Pension Section 115 Trust

As discussed, addressing reserve levels will the first priority but after fiscal year 2022-23, a Section 115 trust could be established to deal with the City's pension liabilities. Reducing unfunded liabilities requires establishing some goal or benchmark the City would like to achieve. There is an unfunded liability balance nearing $500 million dollars with an overall funded ratio of 66%. As an example, if the City would like to get to a ratio of 70% for the CalPERS liability, that would require a contribution to the trust starting in 2022-23 of $5 million a year through 2027-28 based on the most recent actuarial reports. It should be noted that each year the liability reported by CalPERS changes based on new actuarial studies and these unfunded amounts are very fluid based on investment performance and plan population.

Please contact me if you need any more information or have questions.

Attachment

Cc: Chris Huot, Assistant City Manager
Nelson Smith, Finance Director

ATTACHMENT A

Table 5. Reserve Policies of Peer Jurisdictions

City	Reserve Name	Purpose	Size	Withdrawal Requirements	Deposits	FY 2009-10 Reserve Balance	
						$ millions	% of target
San Francisco (current policy)	General Reserve	None specified	None specified ($25 million historically)	Majority vote of Board of Supervisors	None specified	25.0	0.9% of regular General Fund revenues
	Rainy Day Reserve	Significant economic downturns	Maximum of 10% of regular General Fund revenues	Projected revenues for upcoming year must be less than current year or the highest of any other fiscal year's revenues plus 2% for each intervening year	50% of excess revenues if projected revenues exceed current year revenues by 5% or more	24.6	0.9% of regular General Fund revenues
Anaheim	General Fund Unrestricted Fund Balance	None specified	7-10% of General Fund expenditures	None specified	N/A	28.2	11% of General Fund expenditures
Boston	General Fund Reserve	Extraordinary & Unforeseen Circumstances	2.5% of preceding year's appropriations for all City departments (excluding schools)	Written documentation explaining why transfer is necessary; approval from Mayor & City Council.	None specified	27.5	2.8% of prior year City Department appropriations
	Undesignated General Fund Balance	Fixed costs (e.g. pension contributions) or extraordinary, nonrecurring events	10% of General Fund operating expenditures	Actual revenues exceed budgeted amounts & encumbrances are less than appropriations	N/A	550.3 (FY2008-09)	24.5% of General Fund operating expenditures
Chicago	Skyway mid- and long-term reserve	None specified	None specified	None specified	None specified	550.0	17.3% of total General Fund revenues
	Parking meter mid- and long-term reserve	None specified	None specified	None specified	None specified	180.0	5.7% of total General Fund revenues
	Budget Stabilization Fund	None specified	None specified	None specified	None specified	-	-
Fresno	General Fund Emergency Reserve	Natural disasters, significant declines in GF revenues	5% of General Fund appropriations	Declaration of fiscal emergency by Mayor, ratified by City Council	Add funds as necessary to reach or exceed 5% target	17.0	7.5% of General Fund appropriations

City	Reserve Name	Purpose	Size	Withdrawal Requirements	Deposits	FY 2009-10 Reserve Balance $ millions	% of target
Honolulu	Fiscal Stability Fund	Economic & revenue downturns; emergency situations	None specified	A trigger relating to unemployment, revenues, property value, expenditures, unfunded mandates, or natural disaster must be met	Deposits subject to Council approval; possible sources are unbudgeted unreserved fund balance & property sales	26.8	1.9% of total General Fund revenues
Los Angeles	Contingency Reserve Fund	Within fiscal year unanticipated expenses or revenue shortfalls	2.25% of total General Fund revenues	Majority vote by City Council	If funds removed total less than 1% of GF revenues, reserve must be fully restored in following FY; if funds removed total more than 1%, funds shall be replenished 1% per FY until replenished	122.5	2.8% of total General Fund revenues
	Emergency Reserve Fund	Significant economic downturn; natural disaster	Minimum of 2.75% of total General Fund revenues	Mayor must determine that no other viable sources of funds are available		121.0	2.79% of total General Fund revenues
Oakland	General Purpose Fund Reserve	Unusual, unanticipated and seemingly insurmountable events of hardship	7.5% of General Purpose Fund expenditures	A declaration of a fiscal emergency must be approved by a majority of City Council	City Administrator shall present strategy to restore reserve balance	9.8	2.3% of General Fund expenditures
Philadelphia	General Fund Balance	None specified	None specified	None specified	None specified	85.3	2.2% of total General Fund revenues
Portland	Emergency Reserve Fund	Within fiscal year unanticipated expenditures or revenue fluctuations	Minimum of 5% of General Fund operating revenues	Unanticipated event would result in negative ending GF balance; Declaration of emergency by Council ordinance	Must begin to restore funds within 24 months of withdrawal	64.7	15.5% of General Fund operating revenues
	Countercyclical Reserve Fund	Slow revenue growth during recession	Minimum of 5% of General Fund operating revenues	Revenue growth, unemployment rate, property tax delinquency rate, & business license revenue growth triggers			

City	Reserve Name	Purpose	Size	Withdrawal Requirements	Deposits	FY 2009-10 Reserve Balance $ millions	FY 2009-10 Reserve Balance % of target
Sacramento	Economic Uncertainty Reserve	None specified	No formal policy; in practice, maintain reserve equal to 10% of GF revenues	None specified	None specified	10.5	2.8% of General Fund revenues
San Diego	Emergency Reserve	Qualifying emergencies	**Target:** Emergency Reserve must equal 8% of GF Revenues	Declaration of emergency approved by two-thirds of City Council	None specified	75.4	6.7% of General Fund revenues
	Appropriated Reserve	Within fiscal year unexpected operational needs	**Phase-in:** combined value must equal 8% of GF Revenues by the end of FY2011-12.	Approval by majority of City Council			
	Unappropriated Reserve						
San Jose	General Fund Contingency Reserve	Unexpected circumstances including GF shortfall	3% of operating budget	Approval by two-thirds of City Council	None specified	30.7	3.1% of General Fund expenditures
	Emergency Reserve Fund	Known but unspecified expenses	None specified	Not specified	None specified	3.4	0.5% of General Fund expenditures
	Economic Uncertainty Reserve Fund	Public emergency that threatens lives, property or welfare of residents	None specified	Not specified	Financed through sale of surplus city properties	4.5	0.3% of General Fund expenditures

CITY OF BAKERSFIELD

FISCAL YEAR 2019-20

DEPARTMENTAL OPERATING AND CAPITAL APPROPRIATIONS

Exhibit "A"

	General Government	Police	Fire	Public Works	Water Resources	Rabobank/CVB & Recreation and Parks	Development Services	Non-Departmental Includes Transfers	Total
Budget Summary									
Operating Budgets									
City of Bakersfield	$ 34,307,441	$ 109,650,815	$ 44,742,706	$ 130,449,806	$ 28,475,291	$ 34,191,196	$ 16,871,470	$ 121,723,941	$ 520,412,666
Successor Agency	-	-	-	-	-	-	-	-	-
Total Operating	$ 34,307,441	$ 109,650,815	$ 44,742,706	$ 130,449,806	$ 28,475,291	$ 34,191,196	$ 16,871,470	$ 121,723,941	$ 520,412,666
Capital Improvements									
City of Bakersfield	$ 1,096,000	$ 12,214,750	$ 1,291,100	$ 66,093,201	$ 2,675,000	$ 6,738,283	$ 9,469,000	$ -	$ 99,577,334
Successor Agency	-	-	-	-	-	-	-	-	-
Total Capital Improvements	$ 1,096,000	$ 12,214,750	$ 1,291,100	$ 66,093,201	$ 2,675,000	$ 6,738,283	$ 9,469,000	$ -	$ 99,577,334
Total Appropriations	$ 35,403,441	$ 121,865,565	$ 46,033,806	$ 196,543,007	$ 31,150,291	$ 40,929,479	$ 26,340,470	$ 121,723,941	$ 619,990,000

MEMORANDUM

TO: Alan Tandy, City Manager

FROM: Randy McKeegan, Finance Director / *RM*

DATE: June 19, 2019

RE: **City Reserves and Unfunded Liabilities**

Members of the City Council requested additional research and the development of a plan on reserve levels along with funding a new pension related trust fund. That analysis and related recommendations are spelled out below.

RECOMMENDATION

Over the next three fiscal years, increase General Fund Reserves by a total of $5.7 million to reach the recommended level of two months of General Fund expenditures and increase the Facility Replacement Reserve by $2 million. The City's rainy day reserves will have a total balance of over $65.1 million when this plan is fully implemented. In addition, to address the unfunded pension liability, establish a separate 115 Trust and budget a $5 million annual contribution starting in fiscal year 2022-23.

RESERVE FUNDS/UNFUNDED LIABILITIES BUDGET PLAN

	Fiscal Year					
	2019-20*	2020-21	2021-22	2022-23	2023-24	2024-25
General Fund Reserves (inc. PSVS)	10,000,000	6,900,000	7,000,000	1,400,000	1,400,000	1,500,000
Facility Replacement Reserve	2,000,000	2,000,000	2,000,000			
PERS Rate Stabilization (115 Trust)				5,000,000	5,000,000	5,000,000
TOTAL	12,000,000	8,900,000	9,000,000	6,400,000	6,400,000	6,500,000

** Note: Based on availability of funds at mid-year. If insufficient funds are available the plan will need to be pushed back by one year, ending instead on 2025-26*

CUMMULATIVE RESERVE BALANCES

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Cash Basis Reserve (Gen. Fund)	36,380,000	43,280,000	50,280,000	51,680,000	53,080,000	54,580,000
Facility Replacement Reserve	6,590,000	8,590,000	10,590,000	10,590,000	10,590,000	10,590,000
PERS Rate Stabilization (115 Trust)				5,000,000	10,000,000	15,000,000

BACKGROUND

Council made a number of inquiries related to both increasing City reserves and addressing unfunded liabilities for CalPERS and OPEB at recent meetings in May. It was determined that looking at the necessity to address these items overall, and prioritizing each, may be beneficial and the best way to respond.

City Reserves

The City currently has a General Fund Cash Basis Reserve of $25.4 million. That amount includes a Council approved appropriation of $12 million of PSVS revenue in 2018-19 to supplement the historic General Fund reserve. That additional amount allows the CalPERS unfunded liability to be paid at the beginning of each fiscal year as opposed to making payments monthly resulting in annual interest savings of $1 million to $1.5 million over the next six years. The current plan to increase General Fund reserves is to allocate these interest savings on the pension liability payments, which would increase the reserves to $33 million by fiscal year 2024-25.

The City has recently updated revenue estimates both for the current fiscal year and for 2019-20 that increases Sales Tax Revenue. This change allows increases in the budgeted allocation to the General Fund Cash Basis Reserve for both years ($1 million in 2018-19 & $3.3 million in 2019-20.)

The Government Finance Officers Association (GFOA) recommends General Fund reserve levels equal to two months of expenditures and this plan puts the City near that recommendation based on the 2018-19 budget. The proper level of General Fund reserves is a moving target though. The estimated General Fund budget in two years, when the bulk of PSVS hiring is completed, would be approximately $327 million, which increases the minimum target reserve in the General Fund to $54.5 million.

A study by the San Francisco Office of Controller found that the largest cities in California had all established goals or policies of maintaining a General Fund reserve of 10% or less of General Fund revenues or expenditures (depending on the organization). See Attachment A. The current goal of two months of expenditures (or 16.7%) exceeds the reserve levels sought by those comparable cities. The department is currently researching to find the most recent reserve levels for those identified in the study.

The City also has a reserve fund that is held for emergency repairs and maintenance to City facilities. The balance of that facility reserve is at its lowest point since it was established in 2005, currently $2.6 million. With the improved Sales Tax Revenue outlook mentioned previously, the City was able to set aside an additional $1 million for this fund in the current year. The 2019-20 budget also proposes an increase of $1 million to this fund but additional reserves are needed. When it was established over a decade ago, the goal was a reserve level of $5 million. The value of City building and improvements has increased significantly since 2005, both due to inflation and additional assets, so it has been proposed that the facility reserve level should be at a level closer to $10 million.

PERS and OPEB Liabilities

CalPERS and OPEB liabilities continue to be a concern with unfunded liabilities sitting at $415 million and $78 million respectively based on the most recent actuarial reports. Required contributions to CalPERS for 2019-20 will be over $53 million and are expected to increase over 30% to $69 million by 2024-25.

The City has established what is called a Section 115 Trust to fund the OPEB liability and has eliminated the benefit for employees hired after 2006. The OPEB program is therefore a “closed” system and the number of participants will only shrink over time. Analysis of the liability and investment performance has shown that, with the City continuing to make the required contributions, by 2036 the earnings on the trust should cover the anticipated cost of the plan going forward. Contributions in excess of the required amount do not shorten the estimated time the trust will become “self-funding” in a meaningful way. Actuarial analysis shows that an

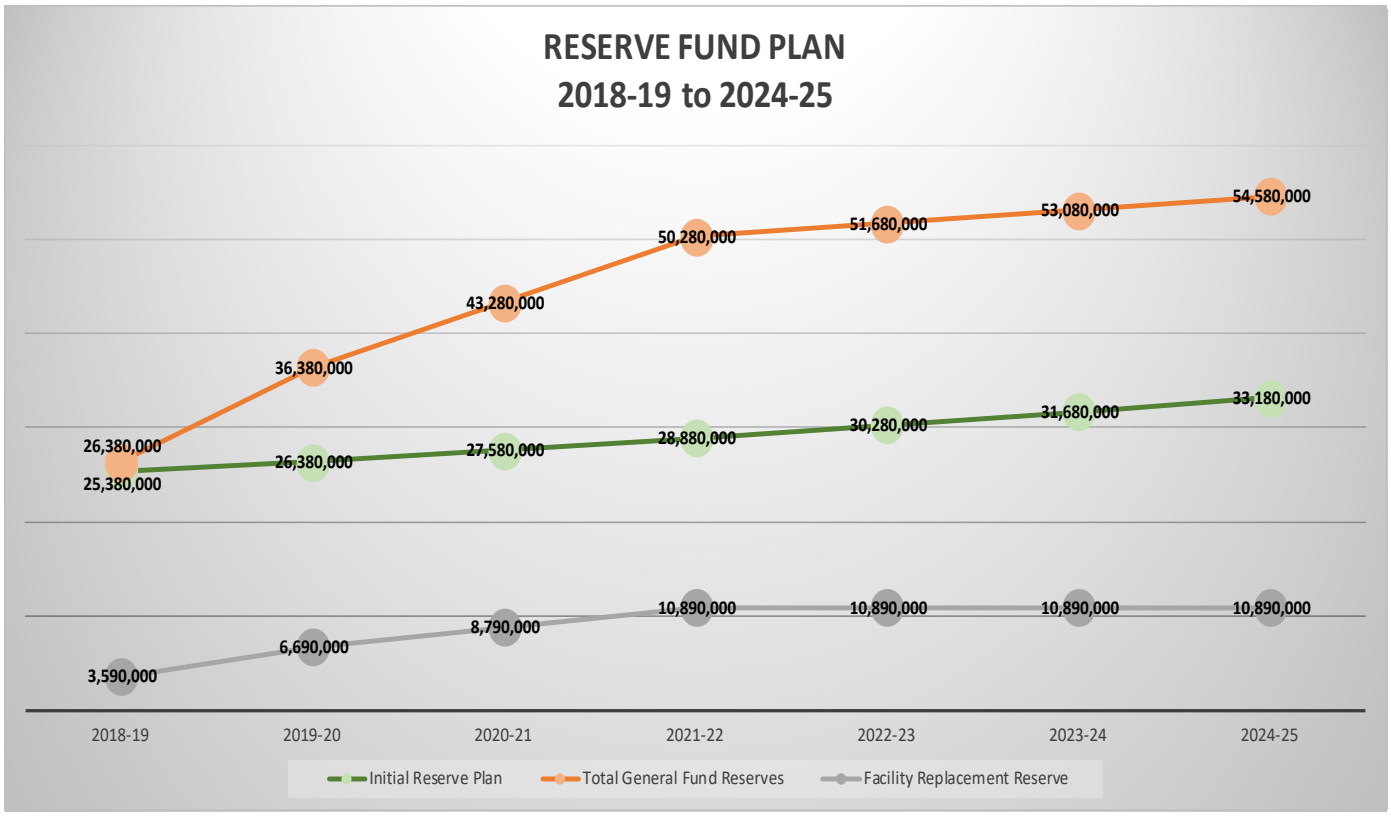
additional contribution of $5 million only reduces that timeframe by 1 year so excess funds are considered better-served addressing CalPERS liabilities.

There are fewer options available to reduce the CalPERS liability. Steps have been taken locally with the voter approved Measure D in 2010 and at the State level with the passage of PEPRA in 2013. Additional contributions could be made to PERS, but there has been reluctance to consider that option due to past investment performance at CalPERS. A separate Section 115 trust could be established in what is called a Pension Rate Stabilization fund. Those funds would remain within the City's control and be managed by the City's own investment consultant. The deposits could then be held in the trust to either offset the pension liability or cover significant spikes in required contributions should the need arise. Reductions to the City's total pension expenses have also occurred with smaller shifts of the Employer Paid Member Contributions (EPMC) back to employees connected with past COLA increases.

These varying and competing needs will require prioritization on the use of available funds moving forward.

Increasing General Fund and Facility Reserves

With the target reserve levels of $54.5 million, over the next three years the City will need to supplement the initial reserve plan by approximately $23 million ($17 million for General Fund reserves and $6 million for Facility reserves.). That amount would be in addition to the savings on interest that will be realized by funding the PERS liability payments at the beginning of each year. As noted previously, the target reserve level of $54.5 million (or 16.7% of budgeted General expenditures) is the level recommended by GFOA and exceeds the average reserves percentage held by comparable Cities in research by the San Francisco Office of Controller.



Establish Pension Section 115 Trust

As discussed, addressing reserve levels will the first priority but after fiscal year 2022-23, a Section 115 trust could be established to deal with the City's pension liabilities. Reducing unfunded liabilities requires establishing some goal or benchmark the City would like to achieve. There is an unfunded liability balance nearing $500 million dollars with an overall funded ratio of 66%. As an example, if the City would like to get to a ratio of 70% for the CalPERS liability, that would require a contribution to the trust starting in 2022-23 of $5 million a year through 2027-28 based on the most recent actuarial reports. It should be noted that each year the liability reported by CalPERS changes based on new actuarial studies and these unfunded amounts are very fluid based on investment performance and plan population.

Please contact me if you need any more information or have questions.

Attachment

Cc: Chris Huot, Assistant City Manager
Nelson Smith, Finance Director

ATTACHMENT A

Table 5. Reserve Policies of Peer Jurisdictions

City	Reserve Name	Purpose	Size	Withdrawal Requirements	Deposits	FY 2009-10 Reserve Balance	
						$ millions	% of target
San Francisco (current policy)	General Reserve	None specified	None specified ($25 million historically)	Majority vote of Board of Supervisors	None specified	25.0	0.9% of regular General Fund revenues
	Rainy Day Reserve	Significant economic downturns	Maximum of 10% of regular General Fund revenues	Projected revenues for upcoming year must be less than current year or the highest of any other fiscal year's revenues plus 2% for each intervening year	50% of excess revenues if projected revenues exceed current year revenues by 5% or more	24.6	0.9% of regular General Fund revenues
Anaheim	General Fund Unrestricted Fund Balance	None specified	7-10% of General Fund expenditures	None specified	N/A	28.2	11% of General Fund expenditures
Boston	General Fund Reserve	Extraordinary & Unforeseen Circumstances	2.5% of preceding year's appropriations for all City departments (excluding schools)	Written documentation explaining why transfer is necessary; approval from Mayor & City Council.	None specified	27.5	2.8% of prior year City Department appropriations
	Undesignated General Fund Balance	Fixed costs (e.g. pension contributions) or extraordinary, nonrecurring events	10% of General Fund operating expenditures	Actual revenues exceed budgeted amounts & encumbrances are less than appropriations	N/A	550.3 (FY2008-09)	24.5% of General Fund operating expenditures
Chicago	Skyway mid- and long-term reserve	None specified	None specified	None specified	None specified	550.0	17.3% of total General Fund revenues
	Parking meter mid- and long-term reserve	None specified	None specified	None specified	None specified	180.0	5.7% of total General Fund revenues
	Budget Stabilization Fund	None specified	None specified	None specified	None specified	-	-
Fresno	General Fund Emergency Reserve	Natural disasters, significant declines in GF revenues	5% of General Fund appropriations	Declaration of fiscal emergency by Mayor, ratified by City Council	Add funds as necessary to reach or exceed 5% target	17.0	7.5% of General Fund appropriations

City	Reserve Name	Purpose	Size	Withdrawal Requirements	Deposits	FY 2009-10 Reserve Balance $ millions	% of target
Honolulu	Fiscal Stability Fund	Economic & revenue downturns; emergency situations	None specified	A trigger relating to unemployment, revenues, property value, expenditures, unfunded mandates, or natural disaster must be met	Deposits subject to Council approval; possible sources are unbudgeted unreserved fund balance & property sales	26.8	1.9% of total General Fund revenues
Los Angeles	Contingency Reserve Fund	Within fiscal year unanticipated expenses or revenue shortfalls	2.25% of total General Fund revenues	Majority vote by City Council	If funds removed total less than 1% of GF revenues, reserve must be fully restored in following FY; if funds removed total more than 1%, funds shall be replenished 1% per FY until replenished	122.5	2.8% of total General Fund revenues
	Emergency Reserve Fund	Significant economic downturn; natural disaster	Minimum of 2.75% of total General Fund revenues	Mayor must determine that no other viable sources of funds are available		121.0	2.79% of total General Fund revenues
Oakland	General Purpose Fund Reserve	Unusual, unanticipated and seemingly insurmountable events of hardship	7.5% of General Purpose Fund expenditures	A declaration of a fiscal emergency must be approved by a majority of City Council	City Administrator shall present strategy to restore reserve balance	9.8	2.3% of General Fund expenditures
Philadelphia	General Fund Balance	None specified	None specified	None specified	None specified	85.3	2.2% of total General Fund revenues
Portland	Emergency Reserve Fund	Within fiscal year unanticipated expenditures or revenue fluctuations	Minimum of 5% of General Fund operating revenues	Unanticipated event would result in negative ending GF balance; Declaration of emergency by Council ordinance	Must begin to restore funds within 24 months of withdrawal	64.7	15.5% of General Fund operating revenues
	Countercyclical Reserve Fund	Slow revenue growth during recession	Minimum of 5% of General Fund operating revenues	Revenue growth, unemployment rate, property tax delinquency rate, & business license revenue growth triggers			

City	Reserve Name	Purpose	Size	Withdrawal Requirements	Deposits	FY 2009-10 Reserve Balance $ millions	FY 2009-10 Reserve Balance % of target
Sacramento	Economic Uncertainty Reserve	None specified	No formal policy; in practice, maintain reserve equal to 10% of GF revenues	None specified	None specified	10.5	2.8% of General Fund revenues
San Diego	Emergency Reserve	Qualifying emergencies	**Target:** Emergency Reserve must equal 8% of GF Revenues	Declaration of emergency approved by two-thirds of City Council	None specified	75.4	6.7% of General Fund revenues
	Appropriated Reserve	Within fiscal year unexpected operational needs	**Phase-in:** combined value must equal 8% of GF Revenues by the end of FY2011-12.	Approval by majority of City Council			
	Unappropriated Reserve						
San Jose	General Fund Contingency Reserve	Unexpected circumstances including GF shortfall	3% of operating budget	Approval by two-thirds of City Council	None specified	30.7	3.1% of General Fund expenditures
	Emergency Reserve Fund	Known but unspecified expenses	None specified	Not specified	None specified	3.4	0.5% of General Fund expenditures
	Economic Uncertainty Reserve Fund	Public emergency that threatens lives, property or welfare of residents	None specified	Not specified	Financed through sale of surplus city properties	4.5	0.3% of General Fund expenditures

Bakersfield Museum of Art

Amy Smith
Executive Director

Rachel Magnus
Museum Curator

BMoA 2018-2019 Board of Directors:

Bart Hill, Chair
David Anderson
Jorge Barrientos
Antonio Beccari
Herb Benham
Rogers Brandon
Clayton Campbell
Laura Cattani
Cynthia Chase
James Duncan
Stan Eschner
Linda Fiddler
Melissa Fortune
Melissa Frank
Susan Hamilton
George Hay
Scott Heilman
Katie Kirschenmann
Laurie Maclin
Lila Pankey Ray
Robin Schopler
Jim Shaw
Jan Thomson
Jenny Vaughan
Dominique Zaninovich

Wednesday, May 29, 2019

Alan Tandy
City Manager
City of Bakersfield
1600 Truxtun Avenue
Bakersfield, CA 93301

Mr. Tandy,

Museums provide the public with opportunities for lifelong learning and are vital stewards of our cultural heritage. The Bakersfield Museum of Art (BMoA) is essentially an educational institution that engages with local schools, families, and communities. We connect the whole of society to the cultural, artistic, historical, and natural understandings that constitute our heritage; and we collect and conserve tangible objects for the benefit of future generations.

The Bakersfield Museum of Art is the only AAM-Accredited Fine Art Museum in the Southern San Joaquin Valley and strives to enhance *"the quality of life through art appreciation and educational opportunities in the visual arts for Bakersfield and Kern County residents and visitors."*

In its 60+ year history, BMoA has provided remarkable exhibitions and offered unique educational opportunities in the visual arts to Bakersfield and its surrounding communities. The Museum is grateful for the gift provided by the City of Bakersfield to build the original gallery space in 1956, then expand the Museum and property in 1997. BMoA would not be the cultural cornerstone of the Bakersfield community without past support from the City.

Since that time, the Museum has continued to grow and extend its reach to include not only relevant contemporary exhibitions focusing primarily on California art and artists, but increase opportunities for both children and adults to receive fine arts education through lectures, classes, and docent-led tours within the walls of the museum. Additionally, BMoA provides visual arts enrichment through a variety of outreach programs to schools, libraries, and other locations throughout Kern County.

BMoA's exhibits, together with its arts education programs, are designed to fulfill our mission to provide a broad spectrum of visual arts experiences and increased awareness and understanding of the arts. The Museum enriches our lives through exposure to world-class art thereby contributing significantly to our youth and the cultural health of the community.

FINANCIAL IMPACT

The economic contribution of a museum to the community is one of many measures that can provide an understanding of the public value of museum services. Although BMoA has not conducted a formalized local impact study, the information provided by the American Alliance of Museums (AAM – the premier accrediting organization for museums nationwide) clearly demonstrates that…

Museums are Economic Engines:

- Museums support more than 726,000 American jobs.
    - Currently, BMoA employs 6 full-time staff and 16 part-time seasonal staff (primarily art education instructors).
- Museums contribute $50 billion to the U.S. economy each year.
- Seventy-six percent of all U.S. leisure travelers participate in cultural or heritage activities such as visiting museums. These travelers spend 60 percent more on average than other leisure travelers.
    - BMoA works closely with "Visit Bakersfield" to provide information to visitors to Bakersfield. Additionally, BMoA meets quarterly with Visit Bakersfield and representatives of the other Museums in town to share resources and collaborate.
- The economic activity of museums generates more than $12 billion in tax revenue, one-third of it going to state and local governments. Each job created by the museum sector results in $16,495 in additional tax revenue.
- For every direct job at a museum, an additional job is supported elsewhere in the economy. This is higher than in many other industries.
- Museums and other nonprofit cultural organizations return more than $5 in tax revenues for every $1 they receive in funding from all levels of government.

People Love Museums:

- There are approximately 850 million visits each year to American museums, more than the attendance for all major league sporting events and theme parks combined (483 million in 2011).
    - BMoA's on-site attendance is more than 15,000 visitors annually with another 10,000+ at the Via Arté Italian Chalk Painting Festival each October.
- Museum volunteers contribute a million hours of service every week.
    - BMoA provides meaningful volunteer opportunities to more than 120 individuals annually with a combined total of more than 1,400 hours of volunteer hours.
- Support for museums is robust regardless of political persuasion. Ninety-five percent of Americans would approve of lawmakers who acted to support museums. The number is consistently high for respondents who consider themselves politically liberal (97%), moderate (95%), or conservative (93%).

Museums Serve the Public:

- Many museums offer programs tailored to veterans and military families. In 2017, more than 2,100 museums participated in the Blue Star Museums initiative, offering free summer admission to all active-duty and reserve personnel and their families. This effort reached more than 900,000 people, while many other museums offer military discounts or free admission throughout the year.

- BMoA has participated in the Blue Star Museums program for over five years.

Museums Are Community Anchors:

- In determining America's Best Cities, Bloomberg Business Week placed the greatest weight on *"leisure amenities [including the density of museums], followed by educational metrics and economic metrics…then crime and air quality."*
- Money Magazine's annual 'Best Places to Live' survey incorporates the concentration of accredited museums.

Museums Partner with Schools:

- Museums spend more than $2 billion each year on education activities; the typical museum devotes three-quarters of its education budget to K-12 students.
  - BMoA currently reaches more than 9,000 children annually through our on-site and outreach programs.
    - BMoA has partnered for the last four years with BCSD to offer a 12-week state standardized art education program to every 5th grader in the City School District (approximately 4,500 students).
- Museums receive approximately 55 million visits each year from students in school groups.
  - More than 1,200 children (grades K-12) toured BMoA during FY2017-2018.
- Students who attend a field trip to an art museum experience an increase in critical thinking skills, historical empathy, and tolerance. For students from rural or high-poverty regions, the increase was even more significant.
- Children who visited a museum during kindergarten had higher achievement scores in reading, mathematics, and science in third grade than children who did not.

Museums Are for Everyone:

- Museums are committed to ensuring that Americans of all backgrounds have access to high-quality museum experiences. In 2012, 37% of museums were free at all times or had suggested admission fees only; nearly all the rest offered discounts or free admission days.
  - BMoA provides free admission every 1st Friday of the month along with extended operating hours.
- Since 2014, hundreds of museums have facilitated more than 750,000 museum visits for low-income Americans through the Museums for All program.
  - BMoA has been a participant in the "Museums for All" program since 2016.
- About 26% of museums are located in rural areas; other museums reach these communities with traveling vans, portable exhibits, and robust online resources.
  - BMoA currently provides art education outreach to the communities of Arvin, Wasco, Delano, and McFarland.

Museums Are Trusted:

- Museums are considered educational by 98% of Americans, across all ages, races, and geographical locations.
- Museums are considered the most trustworthy source of information in America, rated higher than local papers, nonprofits researchers, the U.S. government, or academic researchers.
- Museums preserve and protect more than a billion objects.
  - BMoA currently owns more than 350 pieces in our permanent collection.

BMoA Request

A continual challenge faced by the Bakersfield Museum of Art is funding. Although fairly well-supported in arts education programs including funding from the Wonderful Company, Bakersfield City Schools, and the County of Kern – these grant funds are restricted and do not provide a source for BMoA's day-to-day operational expenses.

In other communities, direct financial support is received from public funds through grant opportunities, an earmark attached to agency funding authority, or line item in the budget. Online research recently conducted identified that most cities in California fund the Museums in their communities:

- ✓ Los Angeles (#1)
- ✓ San Diego (#2)
- ✓ San Jose (#3
- ✓ San Francisco (#4)
- ✓ Fresno (#5)
- ✓ Sacramento (#6)
- ✓ Long Beach (#7)
- ✓ Oakland (#8)
  (Bakersfield #9)
- ✓ Anaheim: (#10)
- ✓ Santa Ana (#11)
- ✓ Riverside (#12)
- ✓ Stockton (#13)
- ✓ Irvine (#14)
- ✓ Chula Vista (#15)
- ✓ Fremont (#16)
- ✓ Modesto (#18)
- ✓ Oxnard (#20)
- ✓ Glendale (#22)

According to AAM, 52.2% of all Art Museums nationwide report that they receive local governmental support. Additionally, more than 50% of museums surveyed reported that general operating support was the most important purpose for local source funds.

- ➢ Public support for a museum at the local level is an important contribution to the overall museum community; it can reflect a vote of confidence in the value that museums provide to local taxpayers.

The Bakersfield Museum of Art respectfully requests an allocation of **$75,000 annually** by the City of Bakersfield to assist with:

- Exhibition expenses/underwriting
- Permanent Collection care and maintenance
- One critical capital enhancement annually (i.e., security camera upgrades, exterior lighting, signage, technology, etc.)

Funding these crucial operational expenses will allow BMoA to continue to provide exceptional art exhibitions for our Bakersfield community.

I appreciate your consideration of our request and invite you to contact me with any questions concerning the Museum.

Sincerely,

Amy D. Smith
Executive Director

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	New Business 13. a.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

DATE: 6/19/2019

WARD: Ward 2

SUBJECT: Hockey Dasher Board System at Rabobank Arena:

1. Resolution determining that a hockey dasher board system at Rabobank Arena cannot be reasonably obtained through the usual bidding procedures and authorizing the Finance Director to dispense with bidding thereof, not to exceed $483,000.
2. Approval of agreement with Athletica® Sport Systems, Minneapolis, MN for the hockey dasher board system at Rabobank Arena.

STAFF RECOMMENDATION:

Staff recommends adoption of resolution and approval of agreement.

BACKGROUND:

The existing hockey dasher board system at Rabobank Arena is original to the facility and does not meet current safety standards. The dasher board system is showing significant signs of wear and staff has determined it is no longer suitable for use at the facility. Additionally, the plexi-glass system has become significantly scratched, which has reduced visibility for spectators. The Edmonton Oilers, owners of the Bakersfield Condors, has requested that the Rabobank Arena's dasher board and plexi-glass system be replaced to ensure player safety (see attached letter).

AEG staff have determined that only one vendor provides the combination of product and service as preferred by the American Hockey League. That vendor is Athletica® Sport Systems. Installation completion prior to the upcoming hockey season beginning September 6, 2019 is imperative. Athletica® can provide the necessary equipment and installation supervision to AEG staff in order to meet the time constraints for this project.

Staff is recommending adoption of the resolution to dispense with bidding for an Athletica® CrystaPlex® series 6A aluminum prefabricated dasher board system not to exceed $483,000 in accordance with subsection D.2 of Section 3.20.060 of the Bakersfield Municipal Code.

Funds are budgeted within the Bakersfield Public Safety and Vital Services Measure Capital

Outlay Fund within the 2019-2020 Capital Improvement budget approved earlier on tonight's agenda.

ATTACHMENTS:

	Description	Type
	Athletica Dasher Board System	Resolution
	Agreement	Agreement
	Edmonton letter	Backup Material

RESOLUTION NO. _____

A RESOLUTION DETERMINING THAT A CRYSTAPLEX® SERIES 6 ALUMINUM PREFABRICATED DASHER BOARD SYSTEM CANNOT BE REASONABLY OBTAINED THROUGH THE USUAL BIDDING PROCEDURES AND AUTHORIZING THE FINANCE DIRECTOR TO DISPENSE WITH BIDDING THEREFOR AND PURCHASE A CRYSTAPLEX® SERIES 6 ALUMINUM PREFABRICATED DASHER BOARD SYSTEM FROM ATHLETICA SPORT SYSTEMS, NOT TO EXCEED $483,000 DOLLARS.

WHEREAS, the Edmonton Oilers Hockey Club has requested that the Rabobank Arena's dasher board and plexi-glass system be replaced; and

WHEREAS, the City desires to provide a safe and professional facility consistent with AHL venues; and

WHEREAS, the existing dashers were installed many years ago and do not include the safety features that exist today; and

WHEREAS, the City desires to upgrade the dasher and plexi-glass system during the off-season with completion prior to September 6, 2019, time is of the essence; and

WHEREAS, Arena staff, through significant evaluation, has determined only one vendor provides the combination of product and service to meet the aforementioned requirements; and

WHEREAS, that vendor has been determined to be Athletica Sport Systems.

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. The Council hereby finds that the purchase of a CrystaPlex® Series 6A aluminum prefabricated dasher board system can only be reasonably obtained from one vendor, Athletica Sport Systems for the reasons set forth above.

3. The Finance Director is authorized to dispense with bidding in accordance with Section 3.20.060 of the Bakersfield Municipal Code.

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: COUNCIL MEMBER RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES: COUNCIL MEMBER _____
ABSTAIN: COUNCIL MEMBER _____
ABSENT: COUNCIL MEMBER_____

_____
JULIE DRIMAKIS, CMC
CITY CLERK AND EX OFFICIO of the
Council of the City of Bakersfield

APPROVED _____

By_____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By_____
JOSHUA H RUDNICK
Deputy City Attorney

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 **ATHLETICA SPORT SYSTEMS** ("CONTRACTOR").

R E C I T A L S

WHEREAS, CONTRACTOR represents that CONTRACTOR is experienced, well qualified and a specialist in the field of installation supervision.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. **SCOPE OF WORK.** The scope of work is described as providing supervision of installation of CrystaPlex Series 6A aluminum prefabricated dasher board system consisting of one supervision trip (travel labor, supervision labor, travel costs, meals and lodging) for 10 consecutive 10 hr days to lead the dasher installation. 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. The following shall be deemed to part of this Agreement as if fully set forth herein:

- Quotation 170530-016AAR.2
- Insurance
- All provisions required by law to be inserted in this Agreement Whether actually inserted or not.

2. **COMPENSATION.** Compensation for all work, services or products called for under this Agreement shall consist of a total payment of **EIGHTEEN THOUSAND DOLLARS ($18,000)** 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.

3. **TERM.** The term of this Agreement shall be six (6) months from the date of execution. All work to be completed prior to September 6, 2019.

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 licensees 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 <u>General Provisions Applying to All Insurance Types</u>.

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, CA 93301

CONTRACTOR: **ATHLETICA SPORT SYSTEMS**
17200 Medina Road-Suite 600
Minneapolis, MN 55447

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. <u>TAX NUMBERS</u>.

CONTRACTOR's Federal Tax ID Number **98-0501127**
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

By:_____
KAREN GOH
Mayor

"CONTRACTOR"
ATHLETICA SPORT SYSTEMS

By:_____

Print Name:_____

Title:_____

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
JOSHUA RUDNICK
Deputy City Attorney

Insurance:_____

APPROVED AS TO CONTENT:
CITY MANAGER'S OFFICE

By:_____
ALAN TANDY
City Manager

COUNTERSIGNED:

By:_____
RANDY McKEEGAN
Finance Director

EDMONTON OILERS HOCKEY CORPORATION
300 10214-104 AVENUE NW, EDMONTON, AB, T5J 0H6

February 14, 2019

Steve Eckerson
General Manager
Rabobank Arena/AEG Facilities
1001 Truxtun Ave.
Bakersfield, CA 93301

Dear Steve:

I am writing to express the Edmonton Oilers and Bakersfield Condors management and coaches concerns regarding the condition of the Rabobank Arena's dasher board and plexi-glass system. Our main concern is for player safety. The dasher system is now in its 21 season and we have noticed several gaps where a player's skate or stick could get caught, potentially causing serious injury. As the top training facility for future Oiler players, we have invested significant monies in their development. It would be unfortunate to have a preventable injury occur to one of these athletes.

Of lesser concern, but also important are the occasional 'bad bounces' that occur due to the age of the system that could potentially impact the outcome of a game. In addition there are excessive scratches and marks on the plexi-glass from normal wear and tear that impacts the enjoyment of our fans watching on the lower rows.

While the arena staff has done a commendable job maintaining the arena and dasher system, we strongly feel that replacement is necessary.

We enjoy an excellent relationship with the arena and city and look forward to its continuation. The team is playing extremely well with an eye toward not only securing a playoff spot for the first time in its four seasons in Bakersfield but advancing into the later rounds.

During the upcoming off-season, please give serious consideration to the replacement of the dasher board and plex-glass system. We understand and appreciate that this will be a significant investment.

Thank you for your attention and consideration.

Personal Regards

Keith Gretzky
Ass't General Manager
Edmonton Oilers Hockey Club

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019	New Business 13. b.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

DATE: 6/14/2019

WARD: Ward 2

SUBJECT: Resolution determining that the enhanced advertising display for the Rabobank Arena's scoreboard cannot be reasonably obtained through the usual bidding procedures and authorizing the Finance Director to dispense with bidding thereof, not to exceed $177,000.

STAFF RECOMMENDATION:

Staff recommends adoption of the resolution and approval of the purchase.

BACKGROUND:

The Rabobank Arena center hung scoreboard is the primary video display utilized by the Bakersfield Condors and other arena events to display information, video and advertising to attendees. The City recently upgraded the video boards within the scoreboard to modern, high definition screens. However, that upgrade did not include the replacement of the static, non digital advertising signs affixed to the bottom of the scoreboard. The addition of a LED ring to the bottom of the arena's center hung scoreboard will enhance revenue generating opportunities for the facility, as well as provide additional programming opportunities during events. The additional of this LED ring is projected to generate $20,000 in new revenues in the first full year of operation and increases to $25,000 by year 8.

Due to the lead-time necessary to order and install the LED ring, as well as the need to complete installation prior to the upcoming hockey season beginning in September, the City must secure a vendor immediately.

City and AEG staff will negotiate a contract to supply and install the enhanced advertising display for the scoreboard to meet the tight time constraints for the project. Staff is recommending adoption of the resolution to dispense with bidding for said enhancements not to exceed $177,000 in accordance with Subsection D.2 of Section 3.20.060 of the Bakersfield Municipal Code.

Funds are budgeted within the Bakersfield Public Safety and Vital Services Measure Capital Outlay Fund within the 2019-2020 Capital Improvement budget approved earlier on tonight's

agenda.

ATTACHMENTS:

	Description	Type
🗋	Enhanced Advertising display on arena's Scoreboard	Resolution

RESOLUTION NO. _____

A RESOLUTION DETERMINING THAT AN ENHANCED ADVERTISING DISPLAY FOR RABOBANK ARENA'S SCOREBOARD CANNOT BE REASONABLY OBTAINED THROUGH THE USUAL BIDDING PROCEDURES AND AUTHORIZING THE FINANCE DIRECTOR TO DISPENSE WITH BIDDING THEREFOR AND AUTHORIZE THE AEG MANAGER TO SEEK A VENDOR FOR SAID ENHANCEMENTS NOT TO EXCEED $177,000 DOLLARS.

WHEREAS, the City desires to enhance the advertising display for the Rabobank Arena scoreboard; and

WHEREAS, components necessary to enhance the advertising display of a scoreboard have an 8-12 week lead time prior to installation; and

WHEREAS, construction installation prior to the Ghost Concert rehearsals and the practice and game schedule of hockey season is imperative; and

WHEREAS, to meet the installation completion deadline of September 6, 2019, time is of the essence; and

WHEREAS, City staff and the AEG Manager will negotiate with one bidder to meet the tight time constraints for the project.

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. The work, supplies, equipment or materials can only be reasonably obtained from one vendor because of restricted availability of such work, supplies, equipment, materials, or time frame for fabrication.

3. The Finance Director is authorized to dispense with bidding in accordance with Section 3.20.060 of the Bakersfield Municipal Code.

4. The expenditure of funds for said work, supplies, equipment or materials shall not exceed One Hundred Seventy Seven Thousand Dollars ($177,000).

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:	COUNCIL MEMBER RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCIL MEMBER _____
ABSTAIN:	COUNCIL MEMBER _____
ABSENT:	COUNCIL MEMBER_____

_____
JULIE DRIMAKIS, CMC
CITY CLERK AND EX OFFICIO of the
Council of the City of Bakersfield

APPROVED _____

By_____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By_____
JOSHUA H RUDNICK
Deputy City Attorney

ADMINISTRATIVE REPORT

MEETING DATE: 6/28/2019 New Business 13. c.

TO: Honorable Mayor and City Council

FROM: Alan Tandy, City Manager

DATE: 7/8/2019

WARD:

SUBJECT: Resolution to urge Caltrans to better maintain the landscaping and remove all fire hazards created by such landscaping along the freeway corridors within the city, which include State Routes 58, 99, and 178.

STAFF RECOMMENDATION:

BACKGROUND:

ATTACHMENTS:

	Description	Type
	Administrative Report and Resolution	Resolution

OFFICE OF THE CITY MANAGER
MEMORANDUM

June 28, 2019

TO: Honorable Mayor and City Council

FROM: Alan Tandy, City Manager

SUBJECT: Council Meeting of June 28, 2019
Addition of Emergency Agenda Item; New Business 13. c - Resolution to urge Caltrans to better maintain the landscaping and remove all fire hazards created by such landscaping along the freeway corridors within in the City, which include State Routes 58, 99, and 178.

On June 24th a grass fire occurred within poorly maintained portions of Caltrans right-of-way along State Route 99 within the City of Bakersfield, resulting in several million dollars of property damage. Following to the publication of the June 28, 2019 City Council agenda, staff received several requests to prepare an emergency item for Council consideration to address the ongoing and immediate hazardous landscaping issues along the freeway corridors within the City. This item is was prepared in accordance with those requests.

ADMINISTRATIVE REPORT

MEETING DATE: June 28, 2019	**AGENDA SECTION:** New Business **ITEM:**

TO: Honorable Mayor and City Council **APPROVED**

FROM: Alan Tandy, City Manager **DEPARTMENT HEAD** _____

DATE: June 27, 2019 **CITY ATTORNEY** _____

CITY MANAGER _____

SUBJECT: Resolution to urge Caltrans to better maintain the landscaping and remove all fire hazards created by such landscaping along the freeway corridors within the city, which include State Routes 58, 99, and 178.

RECOMMENDATION:
Staff recommends City Council adopt the resolution.

BACKGROUND:

On June 24th a fire occurred on poorly maintained portions of Caltrans right-of-way along Highway 99. Attached you will find a communication from the Fire Chief Anthony Galagaza, which articulates what occurred which included nearly $2.1 million in damages.

However an emergency item can be added to the agenda. According to the City Attorney's Office:

"The Brown Act generally prohibits any action or discussion of items not on the posted agenda. However, there are certain limited exceptions in which the city council can act on an item not on the agenda. According to California Government Code section 54954.2(b)(2), in order to add the Resolution to the agenda, two-thirds of the council members present must determine that 1) that there is an immediate need to take action; and 2) that the need arose after the posting of the agenda.

The Resolution requires a degree of urgency so that the landscaping issues along the freeways can be quickly addressed before any further property damage and fires threaten the health and safety our community and those traveling through our city.

In addition, the need to take immediate action occurred as a result of the fire that occurred on June 24, 2019, and the agenda was posted three days earlier on June 21, 2109. So neither the City Council nor city staff was aware of the immediate need to take action before the agenda was posted."

The City sent out a photographer to check other portions of Caltrans right-of-way through the City. Those photos (copies are attached) show there are multiple other areas where similar conditions exist and similar events could occur on the poorly maintained right-of-way.

Caltrans is responsible for the right-of-way maintenance. The resolution attached calls for immediate corrective action by requesting that Caltrans officials meet with the City and local and state representing to identify a permanent solution to address the ongoing landscape maintenance issues along freeway corridors within the City, which include SR 58, SR 99, and SR 178.

Westbound State Route 58 at Mount Vernon Exit: Waist high tall dry grass grows near tire piles.

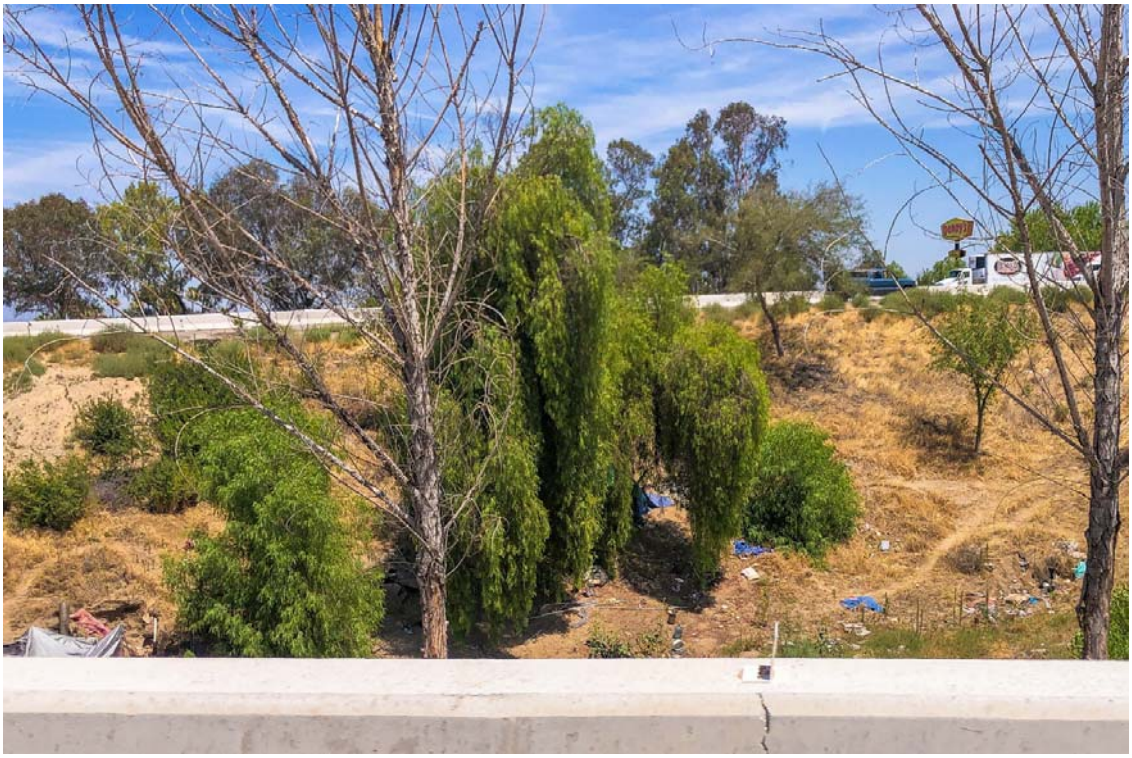
Westbound State Route 58 ½ mile east of Mount Vernon: Dense vegetation grows near mini storage facility.

Southbound State Route 99 between Rosedale Highway and State Route 204: Thick vegetation grows adjacent to industrial facilities.

Airport Drive to Northbound State Route 99 on ramp – Thick vegetation encroaches onto private property.

Southbound State Route 99 just north of Ming – Tall tent homeless encampment

Westbound State Route 58 ½ mile east of State Route 99 – Homeless encampment along embankment.



Basin located between Southbound State Route 99 and SB 99 to Rosedale Highway off-ramp – Homeless encampment and litter.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD TO URGE CALTRANS TO BETTER MAINTAIN THE LANDSCAPING AND REMOVE ALL FIRE HAZARDS CREATED BY SUCH LANDSCAPING ALONG THE FREEWAY CORRIDORS WITHIN THE CITY, WHICH INCLUDE SR 58, SR 99, AND SR 178.

WHEREAS, on June 24, 2019, several Bakersfield Firefighters fought a 20-acre brush and grass fires along the side of State Route 99 (SR 99), which spread to the local CarMax car lot located at the 9800 block of Colony Street in Bakersfield, CA.; and

WHEREAS, it is estimated that the fire caused $2.1 million in damage to the CarMax parking lot, including 26 cars completely damaged and 60 cars partially damaged; and

WHEREAS, the City expended approximately $2,949.20 in resources to fight the fire, which included 10 Bakersfield Fire Department (BFD) emergency units and 26 BFD personnel, leaving numerous areas of the City to be without coverage as set forth in the memorandum attached hereto and incorporated by reference herein as **Exhibit A**; and

WHEREAS, Bakersfield Councilmember Chris Parlier (Ward 7), whose ward includes the CarMax lot and surrounding area where the brush and fire occurred, has received multiple complaints from the nearby auto-mall dealerships, including Jim Burke Ford, Nissan of Bakersfield and Bill Wright Toyota, about the deplorable SR 99 landscape conditions and the creation of fire hazards adjacent to their properties as stated in correspondence attached hereto and incorporated by reference herein as **Exhibit B**; and

WHEREAS, these complaints and similar concerns have been referred to Caltrans, which is the agency that is supposed to maintain the landscaping along the state freeways, for immediate and remedial action to address the substandard landscape maintenance along the freeway corridors throughout the City; and

WHEREAS, the recent fire is not an isolated incident, and inferior maintenance on the State Highway right-of-way has been the normal; and

WHEREAS, Kern County is characterized by litter and poorly maintained freeway landscaping, and the situation has existed for a decade or more; and

WHEREAS, former Mayor Harvey Hall and current Mayor Karen Goh have been among those that have complained about the unacceptable conditions as evidenced by the correspondence attached hereto and incorporated by reference herein as **Exhibit C**; and

WHEREAS, while some efforts have been made between CalTrans and the City to address the landscaping along the freeways, such as contracts with the City to do litter cleanup in specific areas, the ongoing problems have not been addressed; and

WHEREAS, in light of the recent fires and existing fire hazards surrounding the freeways within the City, it is urgent that Caltrans officials meet with the City and our local and state representatives to discuss how our agencies can collaborate on reaching a permanent solution to address the ongoing landscape maintenance issues along the freeway corridors within the City, which include SR 58, SR 99, and SR 178.

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

1. The City Council finds and declares that the foregoing recitals are true and correct and are hereby incorporated fully as a material part of this Resolution and based upon such matters, the City Council makes the additional findings set forth herein below.

2. The City Council finds and declares that it is urgent that the City meet with Caltrans and our local and state representatives to discuss how our agencies can collaborate on reaching a permanent solution to address the ongoing landscape maintenance issues along the freeway corridors within the City, which include SR 58, SR 99, and SR 178.

3. The City Council authorizes the City Manager, or designee, to take all steps as may be necessary and appropriate to reach a permanent solution to address the ongoing freeway landscape maintenance issues in furtherance of and consistent with the purpose(s) of this Resolution.

4. The City Clerk shall attest and certify to the passage and adoption of this Resolution and it shall become effective immediately upon its approval.

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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:

YES: COUNCIL MEMBER RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES: COUNCIL MEMBER _____
ABSTAIN: COUNCIL MEMBER _____
ABSENT: COUNCIL MEMBER _____

_____
JULIE DRIMAKIS, CMC
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 _____
JOSHUA H. RUDNICK
Deputy City Attorney

JHR:vlg
Attachments – Exhibit A, B & C

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BAKERSFIELD FIRE DEPARTMENT

MEMORANDUM

BAKERSFIELD FIRE DEPARTMENT HEADQUARTERS • 2101 H STREET • BAKERSFIELD, CA. 93301 • 661-326-3911

TO: Alan Tandy, City Manager

FROM: Anthony Galagaza, Fire Chief

DATE: June 26, 2019

SUBJECT: CarMax Incident

The lack of grass/brush clearance along Northbound State Route 99 created an inevitable occurrence of extreme fire behavior, and regrettably the CarMax dealership unjustly suffered the consequences of the existing fire hazard. Due to the fire load of dry grass and brush adjacent to the dealership, created a difficult situation for firefighters to initially contain the blaze due to the rate of spread. The incident could have been averted if the proper amount of clearing had taken place prior to the excessive heat of our summer months in Bakersfield.

In addition to the $2.1 million in damage to the vehicles on the lot, the Bakersfield Fire Department (BFD) sustained an exceedingly conservative loss in total personnel and resource expenditures of $2,949.20. More importantly, was the drain on resources throughout the City of Bakersfield that warranted numerous areas of the city to be without coverage. This was the cause for greatly increased response times and limited resources to respond to critical emergencies, since over 10 BFD emergency units and 26 BFD personnel responded to the incident.

CarMax
25-Jun-19

		Total Hours	Hourly Rate	Total	Medicare CalOES NA	Gross Salary/Engine
E2	0.25	0.25	81.40	20.35		20.35
Captain	0.25	0.25	35.44	8.86		8.86
Engineer	0.25	0.25	29.03	7.26		7.26
Firefighter	0.25	0.25	23.06	5.77		5.77
AP3	2.45	2.45	5.88	14.41		14.41
Captain	2.45	2.45	52.52	128.68	1.87	130.54
E13	2.25	2.25	81.40	183.15		183.15
Captain	2.25	2.25	35.44	79.74		79.74
Engineer	2.25	2.25	29.03	65.32		65.32
Firefighter	2.25	2.25	23.06	51.89		51.89
E7	3	3	81.40	244.20		244.20
Captain	3	3	35.44	106.32		106.32
Engineer	3	3	29.03	87.09		87.09
Firefighter	3	3	23.06	69.18		69.18
T7	2	2	81.40	162.80		162.80
Captain	2	2	35.44	70.88		70.88
Engineer	2	2	29.03	58.06		58.06
Engineer	2	2	29.03	58.06		58.06
Firefighter	2	2	23.06	46.12		46.12
B2	4.25	4.25	12	51.00		51.00
BC	4.25	4.25	42.38	180.12		180.12
T15	1.75	1.75	81.40	142.45		142.45
Captain	1.75	1.75	35.44	62.02		62.02
Engineer	1.75	1.75	29.03	50.80		50.80
Engineer	1.75	1.75	29.03	50.80		50.80
Firefighter	1.75	1.75	23.06	40.36		40.36
AP2	0.25	0.25	5.88	1.47		1.47
Captain	0.25	0.25	52.52	13.13	0.19	13.32
E11	0.25	0.25	81.40	20.35		20.35
Captain	0.25	0.25	35.44	8.86		8.86
Engineer	0.25	0.25	29.03	7.26		7.26
Firefighter	0.25	0.25	23.06	5.77		5.77
E4	5	5	81.40	407.00		407.00
Captain	5	5	35.44	177.20		177.20
Engineer	5	5	29.03	145.15		145.15
Firefighter	5	5	23.06	115.30		115.30
Total	75.65	**75.65**	911.03	2,947.14	2.06	**2,949.20**

From: Chris Parlier <chrisparlier@sbcglobal.net>
Sent: Tuesday, June 25, 2019 12:23 AM
To: Alan Tandy
Cc: Lauren Skidmore (Smooth); vince.fong@mail.house.gov; Shannon Grove; Karen Goh; Anthony Galagaza; john.liu@dot.ca.gov
Subject: Fwd: Fox News: California Carmax lot goes up in flames, dozens of vehicles damaged, destroyed

Warning: This email originated from outside the City of Bakersfield. Think before you click!

Alan,

I have received multiple complaints from auto-mall dealerships about SR99 conditions and hazards adjacent to their properties, with subsequent referrals to Caltrans. Just last week Jim Burke Ford complained about fire hazards at their fence line, along with the Toyota and Nissan dealerships not long before them.

It's no secret that our visible freeway corridor conditions are deplorable, compared to other large metropolitan regions. The appearance of freeway blight is also one of the main reasons people have a negative impression of Bakersfield, as they drive through our city.

Ironically, when I was traveling this weekend from Newport Beach after attending the CA League of Cities forum. Both my wife and I commented to each other while driving about how much better endless miles of LA/Orange County freeways look, compared to the unkept Caltrans areas/ramps through just Bakersfield.

Now this neglect has cost a local business millions of dollars, not to mention the expense to the city/county to fight this dangerous and probably maintenance preventable fire.

After Joe Hay's complaint (Jim Burke Ford), I took the picture below, of the east side freeway conditions too, ironically it's close to the CarMax lot.

Last month I ran into Lauren Skidmore (Assemblymember Fong's Office) and mentioned that state and local leaders need to get together to address this issue.

Can city staff please reach out to our local state representatives to help schedule something with them, to discuss as a group, how this issue can be permanently resolved.

Thank you, Chris

California Carmax lot goes up in flames, dozens of vehicles damaged, destroyed

Rows of used cars went up in flames Monday as a fire ravaged a CarMax lot in Bakersfield, Calif., damaging or destroying 86 vehicles.

Read in Fox News: https://apple.news/A1Tm66hFISTKy_ETVjRfJ1g

Shared from Apple News

Sent from my iPhone

From: Karen Goh
Sent: Tuesday, June 25, 2019 3:46 AM
To: john.liu@dot.ca.gov
Cc: Chris Parlier; Alan Tandy
Subject: Fwd: Fox News: California Carmax lot goes up in flames, dozens of vehicles damaged, destroyed

Hello, John,

I'm writing to request your leadership in adressing this issue raised by Vice Mayor Chris Parlier. This is unacceptable and dangerous. I'm out of the country with a Sister City delegation, but I hope you and Caltrans will rectify this situation in a timely manner.

I appreciated your excellent follow up when we discussed the barrage of negative comments from our residents and the urgency of prioritizing the clean up of the freeways in Bakersfield. Thank you for finding the funding allocation. We are similarly counting on you to respond to this pressing issue, John.

Thank you,

Karen Goh

---------- Forwarded message ----------
From: Chris Parlier <chrisparlier@sbcglobal.net>
Date: Jun 25, 2019 9:23 AM
Subject: Fwd: Fox News: California Carmax lot goes up in flames, dozens of vehicles damaged, destroyed
To: Alan Tandy <atandy@bakersfieldcity.us>
Cc: "Lauren Skidmore (Smooth)" <Lauren.skidmore@asm.ca.gov>,vince.fong@mail.house.gov,Shannon Grove <sgrove@clsri.com>,Karen Goh <kgoh@bakersfieldcity.us>,Anthony Galagaza <agalagaz@bakersfieldfire.us>,john.liu@dot.ca.gov

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