



**REGULAR MEETING AGENDA
OF THE
ARVIN CITY COUNCIL / SUCCESSOR AGENCY TO THE
ARVIN COMMUNITY REDEVELOPMENT AGENCY / ARVIN HOUSING
AUTHORITY / ARVIN PUBLIC FINANCING AUTHORITY**

TUESDAY JUNE 09, 2026 6:00p.m.

**CITY HALL COUNCIL CHAMBERS
200 CAMPUS DRIVE, ARVIN**

CALL TO ORDER

Mayor Olivia Calderón

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

Olivia Calderón	Mayor
Jaime Perez	Mayor Pro Tem
Susana Reyes	Councilmember
Donny Horton	Councilmember
Tim Tarver	Councilmember

STAFF

Jeff Jones	City Manager
Stephanie Gutierrez	City Attorney – Burke, Williams & Sorensen, LLP
Cecilia Vela	City Clerk



I pledge allegiance to the flag of the United States of America
and to the Republic for which it stands, one nation, under
God, indivisible, with liberty and justice for all.

PUBLIC COMMENTS:

The meetings of the City Council and all municipal entities, commissions, and boards (“the City”) are open to the public. At regularly scheduled meetings, members of the public may address the City on any item listed on the agenda, or on any non-listed matter over which the City has jurisdiction. At special or emergency meetings, members of the public may only address the City on items listed on the agenda. Such comments shall be made in person and before the City during the meeting as prescribed below. There is a time limitation of two (2) minutes per person. However, the City shall allow a speaker using a translator four (4) minutes to ensure that non-English speakers receive the same opportunity to directly address the City. Sixteen Minutes (16) total (plus additional time based on use of a translator, if any) will be allowed for any one subject. For any item that is not on the agenda and within the jurisdiction or interest of the City, please come to the podium at this time. The Brown Act does not permit any action or discussion on items not listed on the agenda. If you wish to speak regarding a scheduled agenda item, please come to the podium when the item number and subject matter are announced, and the Mayor or Chair opens Public Comment on the item. When recognized, please begin by providing your name and address for the record (optional). Anyone wishing to submit written information at the meeting needs to furnish ten (10) copies to the City Clerk in advance to allow for distribution to City Council, staff and the media. Willful disruption of the meeting shall not be permitted. If the Mayor finds that there is in fact willful disruption of any City Council Meeting, he/she may order the disrupting parties out of the room and subsequently conduct the City’s business without them present.

In accordance with the Brown Act, all matters to be acted on by the City must be posted at least 72 hours prior to a regular meeting. In cases of an emergency, or when a subject matter needs immediate action or comes to the attention of the City subsequent to the agenda being posted, upon making certain findings, the City may act on an item that was not on the posted agenda.

AGENDA STAFF REPORTS AND HANDOUTS:

Staff reports and other disclosable public records related to open session agenda items are available at City Hall, 200 Campus Drive, Arvin, CA 93203 during regular business hours.

CONDUCT IN THE CITY COUNCIL CHAMBERS:

Rules of Decorum for the Public

Members of the audience shall not engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, clapping, whistling, stamping of feet or other acts which disturb, disrupt, impede or otherwise render the orderly conduct of the City meeting infeasible. A member of the audience engaging in any such conduct shall, at the discretion of the presiding officer or a majority of the City, be subject to ejection from the meeting per Gov. Code Sect. 54954.3(c).

Removal from the Council Chambers:

Any person who commits the following acts in respect to a meeting of the City shall be removed from the Council Chambers per Gov. Code Sect. 54954.3(c).

- (a) Disorderly, contemptuous or insolent behavior toward the City or any member thereof, tending to interrupt the due and orderly course of said meeting;
- (b) A breach of the peace, boisterous conduct or violent disturbance, tending to interrupt the due and orderly course of said meeting;
- (c) Disobedience of any lawful order of the Mayor, which shall include an order to be seated or to refrain from addressing the City; and
- (d) Any other unlawful interference with the due and orderly course of said meeting.

AMERICANS with DISABILITIES ACT:

In compliance with the ADA, if you need special assistance to participate in a City meeting or other services offered by the City, please contact the City Clerk’s office, (661) 854-3134. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

1. APPROVAL OF AGENDA AS TO FORM.

Motion _____ Second _____ Vote _____

Roll Call: CM Tarver _____ CM Horton _____ CM Reyes _____ MPT Perez _____ Mayor Calderón _____

2. PUBLIC COMMENTS

(This is the opportunity for the public to address the City Council on any matter on the agenda or any item of interest to the public that is within the subject matter jurisdiction of the City Council.)

3. PRESENTATION(S)

- A. Donation for Felecita Park Improvements from Center for Race, Poverty, & the Environment (CRPE), and A Committee For A Better Arvin.
- B. Donation from Veolia Water to the Arvin High School Future Farmers of America (FFA), National Honor Society, CAASPP Incentive Program for State Science Test.

4. CONSENT AGENDA ITEMS

- A. Approval of Payroll Register(s) of May 22, 2026.
- B. Approval of Minutes of the Regular Arvin City Council Meeting(s) of May 26, 2026.
- C. Approval of Proclamation Proclaiming June 22 - June 26, 2026 as National Boys and Girls Club Week.
- D. Approval of A Resolution of the City Council of the City of Arvin to Approve A Public Works Agreement with Kern Craft Construction for the CNG Equipment Removal Project and to Authorize the City Manager to Execute the Agreement.
- E. Approval of A Resolution of the City Council of the City of Arvin to Approve A Public Works Agreement with Eclipse Construction Services for the Walnut Street and 4th Street Pathways Project and to Authorize the City Manager to Execute the Agreement.
- F. Approval to Participate in the Used Oil Payment Program Managed by the County of Kern for the Fiscal Year of 2026-2027.
- G. Approval of A Resolution of the City Council of the City of Arvin Approving A Project List for the Road Repair and Accountability Act (SB 1) for Fiscal Year 2026/27.
- H. Approval of Agreement for Participation in Work Release Program Between the County of Kern and City of Arvin and Authorize the City Manager to Execute the Agreement.

- I. Approval of First Amendment to Agreement No. 2025-09 with Burke, Williams & Sorensen, LLP for City Attorney Services.

Staff recommends approval of consent agenda.

Motion _____ Second _____ Vote _____
Roll Call: CM Tarver ____ CM Horton ____ CM Reyes ____ MPT Perez ____ Mayor Calderón ____

5. PUBLIC HEARING(S)

- A. A Public Hearing to Consider Introduction and First Reading of An Ordinance of the City Council of the City of Arvin Adding Chapter 1.03 to the Arvin Municipal Code to Formally Adopt the City Seal and Logo and Establish Regulations for the Use, Custody, and Protection of the City Seal, Logo, and Related Insignia.

Staff recommends the City Council consider introducing the Ordinance to be read by title only, open the hearing, allow for public testimony, close the hearing, waive first reading of the Ordinance, and approve the introduction of the Ordinance.

Motion _____ Second _____ Vote _____
Roll Call: CM Tarver ____ CM Horton ____ CM Reyes ____ MPT Perez ____ Mayor Calderón ____

- B. A Public Hearing for the Close-Out of the 22-CDBG-HA-00002 Grant Program.

Staff recommends to open the hearing, allow for public testimony, close the hearing, and approve the closeout of the 2022 CDBG funding year for the navigation center.

Motion _____ Second _____ Vote _____
Roll Call: CM Tarver ____ CM Horton ____ CM Reyes ____ MPT Perez ____ Mayor Calderón ____

6. ACTION ITEM(S)

- A. Designation of Voting Delegate and Alternate(s) for the League of California Cities Annual Conference & Expo to be held on September 23 - 25, 2026 in Anaheim, California.

Staff recommends that the Council designate a voting delegate and up to two alternates.

Motion _____ Second _____ Vote _____
Roll Call: CM Tarver ____ CM Horton ____ CM Reyes ____ MPT Perez ____ Mayor Calderón ____

7. REPORTS

A. Budget Update FY 25-26

8. COUNCIL MEMBER COMMENTS

9. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the Arvin City Council Chambers Bulletin Board not less than 72 hours prior to the meeting. Dated June 05, 2026.



Cecilia Vela, City Clerk



City of Arvin

Packet: PYPKT01052 - PY 05.22.26 (05/05/26 - 05/18/26)
Payroll Set: 01 - Payroll Set 01

Pay Period: 05/05/2026 - 05/18/2026

Total Direct Deposits: 134,652.95
Total Check Amounts: 136.57

Males Paid: 43
Females Paid: 14
Unknown Paid: 0
Total Employees: 57

Department: 023 - TRANSIT

		Total Direct Deposits:	Total Check Amounts:
EARNINGS			
Pay Code	Units	Pay Amount	
1X	10.00	3	

Department: 020 - STREETS - GAS TAX

		Total Direct Deposits:	Total Check Amounts:
EARNINGS			
Pay Code	Units	Pay Amount	
1X	38.00	1,4	

Department: 014 - POLICE DEPARTMENT

		Total Direct Deposits:	Total Check Amounts:
EARNINGS			
Pay Code	Units	Pay Amount	
1X	193.00	13,4	
2X	13.75	1,2	

Department: 013 - Non Sworn PD

		Total Direct Deposits:	Total Check Amounts:
EARNINGS			
Pay Code	Units	Pay Amount	
1X	114.00	5,2	
2X	4.00	2	

Department: 003 - ANIMAL CONTROL

		Total Direct Deposits:	Total Check Amounts:
EARNINGS			
Pay Code	Units	Pay Amount	
1X	0.75		

Attachment: Payroll Register(s) of May 22, 2026 (Payroll Register(s) of May 22, 2026.)

EARNINGS

Pay Code	Units	Pay Amount
1X	355.75	20,527.11
2X	17.75	1,499.65
AUTO ALLOW	0.00	200.00
BILINGUAL	0.00	1,176.90
CELL ALLOW	0.00	225.00
CORR	0.00	497.75
CTO-PEPRA	91.00	4,174.12
DEGREE	0.00	576.94
DIFFL	178.00	231.40
INSUR	0.00	1,450.74
LONG	0.00	4,136.26
PDADL	80.00	3,014.40
POST	0.00	1,455.88
REG	3,695.00	130,665.77
REGNP	20.00	564.19
SALARY	5.00	1,050.00
SICK	176.69	6,880.83
SSWEP	9.00	219.42
TRAIN	76.00	109.87
TUPGR	160.00	241.24
TUPGR-NP	840.00	2,069.58
Vacation	55.31	1,359.75
VACCO	40.00	1,462.00
VACTO	145.00	5,110.47
Total:	5,944.50	188,899.27

BENEFITS

Pay Code	Units	Pay Amount
COMP	137.63	0.00
PERS-Classic	7.00	430.78
Uniform Classic	2.00	22.16
Total:	146.63	452.94

TAXES

Code	Subject To	Employee	Employer
Federal W/H	170,869.43	10,723.14	0.00
MC	185,673.36	2,692.31	2,692.31
SDI	183,177.21	2,381.30	0.00
SS	185,673.36	11,511.75	11,511.75
State W/H	170,869.43	4,490.15	0.00
Unemployment	187,351.52	0.00	0.00
Total:	31,798.65	14,204.06	

DEDUCTIONS

Code	Subject To	Employee	Employer
457K-Flat	0.00	2,496.15	0.00
457K-Roth	0.00	471.15	0.00
457LO	0.00	9.96	0.00
AFLAC	0.00	20.49	0.00
ALLST	0.00	108.73	0.00
APOA Dues	0.00	800.00	0.00
BLUE	0.00	853.06	0.00
COLONIAL-AT	0.00	498.81	0.00
COPRE	0.00	323.68	0.00
DUES-COPE	0.00	10.00	0.00
EWO	0.00	79.62	0.00
EWO_FTB	0.00	900.84	0.00
GARNISHMENT	0.00	770.29	0.00
GUARD1	0.00	423.95	0.00
GUARD2	0.00	453.92	0.00
KAISR	0.00	1,097.50	0.00
PERS SCP	0.00	44.65	0.00
PERS2	16,075.30	1,125.27	0.00
PERS2 ER CLASSIC	24,381.40	0.00	2,911.15
PERS2D-EE/ER-CLASSIC	7,936.86	0.00	555.58
PERS3-EE/ER SAFETY	4,758.39	0.00	333.09
PERS3-ER-SAFETY	4,819.93	0.00	799.63
PERS6 PEPRA	71,009.11	5,679.18	0.00
PERS6-ER-PEPRA	71,009.11	0.00	5,652.31
PERS8 ER SAFETY	50,030.38	0.00	5,618.41
PERS8-SAFETY	50,030.38	5,503.33	0.00
PERS-CL DED	0.00	0.00	430.78
SEIU Dues	0.00	640.52	0.00
Total:	22,311.10	16,300.95	

RECAP 01 - Payroll Set 01

Earnings:	188,899.27	Benefits:	452.94	Deductions:	22,311.10	Taxes:	31,798.65	Net Pay:	134,789.52
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Attachment: Payroll Register(s) of May 22, 2026 (Payroll Register(s) of May 22, 2026.)

REGULAR MEETING MINUTES

ARVIN CITY COUNCIL / SUCCESSOR AGENCY TO THE ARVIN COMMUNITY REDEVELOPMENT AGENCY / ARVIN HOUSING AUTHORITY / ARVIN PUBLIC FINANCING AUTHORITY

MAY 26, 2026

CALL TO ORDER @ 6:01PM

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL: All present; MPT Perez arrived late at 6:57PM during Closed Session Item 9B after Agenda Item 1 and prior to Agenda Item 2.

1. APPROVAL OF AGENDA AS TO FORM.

Motion to approve the agenda with the following change:

- **Move Closed Session Agenda Item 9B to be considered after Agenda Item 1 and prior to Agenda Item 2.**

Motion CM Reyes Second CM Tarver Vote 4-0

9B. CLOSED SESSION AGENDA ITEM 9B CONSIDERED AFTER AGENDA ITEM 1 AND PRIOR TO AGENDA ITEM 2.

CLOSED SESSION REPORT BY CITY ATTORNEY: The City Council discussed Closed Session Agenda Item 9B but did not finish the conversation and they will continue the discussion when they adjourn to Closed Session at the end of this meeting.

2. PUBLIC COMMENTS

(This is the opportunity for the public to address the City Council on any matter on the agenda or any item of interest to the public that is within the subject matter jurisdiction of the City Council.)

3. PRESENTATION(S)

- A. Regional Transportation Plan (RTP) 2026
Raquel Pacheco, Regional Planner - Kern Council of Governments

4. CONSENT AGENDA ITEMS

- A. Approval of Demand Register(s) of May 09, 2026 – May 22, 2026.
- B. Approval of Payroll Register(s) of May 08, 2026.

- C. Approval of Minutes of the Regular Arvin City Council Meeting(s) of May 12, 2026.
- D. Approval of A Resolution of the City Council of the City of Arvin Receiving and Adopting the Annual Statement of Investment Policy for Fiscal Year 2026-2027 and Authorizing the Investment of Surplus Funds Consistent with the Same.

Resolution No. 2026-23

- E. Approval of A Proclamation Proclaiming May 2026 as Military Appreciation Month.
- F. Approval of A Proclamation Proclaiming May 2026 as Small Business Appreciation Month.

Staff recommends approval of consent agenda.

Motion to approve Consent Agenda Items 4A – 4F.

Motion CM Horton Second MPT Perez Vote 5-0

5. ACTION ITEM(S)

- A. Approval of a Memorandum of Understanding (MOU) between the Center on Race, Poverty and the Environment and the City of Arvin Accepting A Donation for the Purchase and Installation of Certain Park Equipment for Felicita Park; and Authorizing the City Manager to Execute the MOU and Any Documents Necessary to Implement the MOU and the Project.

Staff recommends approval of the Memorandum of Understanding.

Motion to approve the Memorandum of Understanding.

Motion MPT Perez Second CM Reyes Vote 5-0

Agreement No. 2026-12

6. DISCUSSION ITEM(S)

- A. Discussion Regarding Electric Scooter and Electric Bike Safety.

Council suggested staff prepare an informational flyer in both English and Spanish to be posted on the City social media pages, provide to local churches, and to provide to the Kern County Arvin Branch Library for them to print and place them on their counter for the public.

7. REPORTS

- A. Budget Update FY 25-26

8. COUNCIL MEMBER COMMENTS

9. CLOSED SESSION ITEM(S)**A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to Government Code Section 54956.9(b): two cases

B. CONFERENCE WITH LABOR NEGOTIATORS (Government Code §54957.6)

Agency designated representative: Jeffrey Jones, City Manager
Employee organization: Service Employees International Union Local 521 CTW, CLC and Arvin Police Officers Association.

CLOSED SESSION REPORT BY CITY ATTORNEY: The City Council discussed item 9A and continued their discussion for item 9B. No reportable action for both Closed Session Items 9A and 9B.

10. ADJOURNED @ 10:03PM

Respectfully submitted,

Cecilia Vela, City Clerk

DRAFT



PROCLAMATION

CITY OF ARVIN PROCLAMATION RECOGNIZING NATIONAL BOYS & GIRLS CLUB WEEK

WHEREAS, the young people of Arvin, California, are tomorrow's leaders; and

WHEREAS, many young people need professional youth services to help them achieve their full potential; and

WHEREAS, there are three Boys & Girls Clubs in Arvin, California, that serve more than 1,000 young people annually; and

WHEREAS, Boys & Girls Clubs do whatever it takes to ensure every young person has the skills needed to graduate high school and be well-prepared for life and work. The Club offers tested, proven, and nationally recognized programs in five core areas: Character & Leadership, Education & Career Development, Health & Life Skills, The Arts and Sports, Fitness and Recreation; and

WHEREAS, the Boys & Girls Clubs of Kern County is celebrating its 60th anniversary serving children in Kern County; and

WHEREAS, the Boys & Girls Clubs of Kern County will celebrate the profound power of Boys & Girls Clubs to build great futures for kids during National Boys & Girls Club Week with some 5,000 Clubs and more than 4 million children and teens served nationwide.

NOW, THEREFORE, be it resolved, I, Mayor Olivia Calderón, and the members of the City Council of the City of Arvin, do hereby proclaim June 22 through June 26, 2026, as **National Boys & Girls Club Week** in Arvin, California, and further recognize and celebrate the 60th Anniversary of the Boys & Girls Clubs of Kern County and its lasting impact on our community.

Furthermore, we call upon all citizens of Arvin to join in recognizing and commending the Boys & Girls Clubs of Kern County for their dedication to providing comprehensive, effective, and life-enriching services to the young people of our community, and for empowering generations of youth to reach their full potential as productive, caring, and responsible citizens.

In Witness Whereof, I have hereunto set my hand and caused to be affixed the seal of the City of Arvin, California, this 09th day of June 2026.

Olivia Calderón, Mayor
City of Arvin



CITY OF ARVIN

Staff Report

Meeting Date: June 9, 2026

TO: Arvin City Council

FROM: Samuel Lux, P.E., City Engineer
Jeff Jones, City Manager

SUBJECT: Approval of A Resolution of the City Council of the City of Arvin to Approve A Public Works Agreement with Kern Craft Construction for the CNG Equipment Removal Project and to Authorize the City Manager to Execute the Agreement.

BACKGROUND:

The City of Arvin solicited competitive bids for the CNG Equipment Removal Project located at the City's Public Works Corporate yard. The project scope includes:

1. CNG Equipment Removal Project –

The project scope includes removal of compressed natural gas (CNG) equipment including tanks, pipes, racks, pumps, electrical components and associated appurtenances. Including removal of concrete foundations and underground facilities associated with the CNG equipment and pumps.

Bid Amount: \$39,390.48

The Notice Inviting Bids was advertised on March 24, 2026, with bids opened on April 29, 2026. The City received two bids, with the lowest bid submitted by Kern Craft Construction, in the total amount of \$39,390.48. This bid was reviewed for compliance and determined to be responsive and responsible.

At this time staff is estimating the start of working days for this project will be July 6, 2026. This project is funded through the local Transit fund.

ENVIRONMENTAL REVIEW:

The project is categorically exempt under the California Environmental Quality Act (CEQA) Section 15301 – Existing Facilities, as it consists of repair, maintenance, and minor alterations to existing public infrastructure.

FINANCIAL IMPACT:

This project is funded through the local transit fund. The contract amount for this project is \$39,390.48, with a recommended 10% contingency of \$3,939.05, resulting in a total project authorization of \$43,329.53.

RECOMMENDATION:

It is recommended that the City Council:

1. Make a finding that the project is exempt from further CEQA review, per Section 15301 of the State CEQA guidelines.
2. Award the public works construction contract for the CNG Equipment Removal Project to Kern Craft Construction in the total bid amount and 10% contingency for unforeseen work for a total spending authorization of \$43,329.53.
3. Authorize the City Manager, or designee, to execute the Agreement for Public Works Services and all related documents on behalf of the City.

Attachments:

- Resolution of the City Council Approving and Authorizing the Execution of the Public Works Agreement with Kern Craft Construction
- Kern Craft Construction Bid Proposal
- Public Works Contract

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN
AWARDING A PUBLIC WORKS CONTRACT FOR THE CNG
EQUIPMENT REMOVAL PROJECT TO KERN CRAFT
CONSTRUCTION AND AUTHORIZING THE CITY MANAGER TO
EXECUTE THE AGREEMENT AND RELATED DOCUMENTS**

WHEREAS, the project scope includes removal of compressed natural gas (CNG) equipment including tanks, pipes, racks, pumps, electrical components and associated appurtenances. Including removal of concrete foundations and underground facilities associated with the CNG equipment and pumps.; and

WHEREAS, the City previously prepared plans and specifications for the project in accordance with City requirements; and

WHEREAS, the City remains the lead agency for the project and is responsible for construction contracting and administration; and

WHEREAS, the City issued the project for bid on March 24, 2026, with bids opened on April 29, 2026; and

WHEREAS, the City received two bids and identified the bid from Kern Craft Construction, in the amount of \$39,390.48, which was reviewed and determined to be complete and responsive as the low bidder; and

WHEREAS, City staff determined it to be appropriate to award a contract to Westrock General Engineering in the amount of \$39,390.48, plus a 10% contingency for unforeseen work, for a total authorized amount of \$43,329.53; and

WHEREAS, project funding will come from the local transit funding.

WHEREAS, the project is exempt from further CEQA review pursuant to Section 15301 of the State CEQA Guidelines.

NOW, THEREFORE, BE IT RESOLVED that the city council of the City of Arvin as follows:

1. The City Council hereby awards the Public Works Contract for the CNG Equipment Removal Project to Kern Craft Construction in the amount of \$39,390.48.
2. The City Council authorizes a 10% contingency in the amount of \$3,939.05 for unforeseen work, resulting in a total authorized amount of \$43,329.53.
3. The City Manager, or designee, is authorized and directed to execute the Agreement for Public Works Services and all related documents necessary to implement the project.

I **HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Arvin at a regular meeting thereof held on the 09th day of June 2026 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST

CECILIA VELA, City Clerk

CITY OF ARVIN

By: _____
OLIVIA CALDERON, Mayor

APPROVED AS TO FORM:

By: _____
STEPHANIE GUTIERREZ, City Attorney
Burke, Williams, & Sorensen, LLP

I, _____, City Clerk of the City of Arvin, California, **DO HEREBY CERTIFY** that the foregoing is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of Arvin on the date and by the vote indicated herein.

**PUBLIC WORKS CONTRACT
BETWEEN
THE CITY OF ARVIN AND
Kern Craft Construction**

This CONTRACT is entered into this 6/9/2026, by and between the CITY OF ARVIN, a general law city and municipal corporation (“the City”) and Kern Craft Construction, a California Corporation (“the Contractor”).

1. WORK.

- A. The Contractor will provide all work required by the Contract Documents (the “Work”). The Contractor agrees to do additional work arising from changes ordered by the City in accordance with the Contract Documents.
- B. The Contractor and the City agree to abide by the terms and conditions contained in the Contract Documents;
- C. The Contractor will furnish all of the labor; supplies and materials; equipment; printing; vehicles; transportation; office space and facilities; all tests, testing and analyses; and all matters whatsoever (except as otherwise expressly specified to be furnished by the City) needed to perform and complete the Work and provide the services required of the Contractor by the Contract Documents.
- D. “Contract Documents” means the Notice Inviting Bids; Instructions to Bidders; Supplementary Instructions to Bidders; Proposal; this Contract; Standard Specifications; Supplementary Conditions; Exhibits; Technical Specifications; List of Drawings; Drawings; Addenda; Notice to Proceed; Change Orders; Notice of Completion; and all other documents identified in the Contract Documents which together form the contract between the City and the Contractor for the Work. The Contract Documents constitute the complete agreement between the City and the Contractor and supersede any previous agreements or understandings.

2. CONTRACT SUM. The City agrees to pay the Contractor a sum not to exceed Thirty-nine thousand three hundred ninety dollars and forty eight cents (\$39,390.48) for the Work in the manner set forth in the Contract Documents. The City may adjust this amount as set forth in the Contract Documents.

3. TIME FOR PERFORMANCE.

- A. The Contractor will fully complete the Work within Thirty (30) working days (the “Contract Time.”)
- B. The Contract Time will commence when the City issues a notice to proceed. The Contract Documents will supersede any conflicting provisions included on the notice to proceed issued pursuant to this Contract.
- C. The Contractor may not perform any Work until:
 - i. The Contractor furnishes proof of insurance as required by the Contract Documents; and

- ii. The City gives the Contractor a written, signed, and numbered purchase order and notice to proceed.
 - D. By signing this Contract, the Contractor represents to the City that the Contract Time is reasonable for completion of the Work and that the Contractor will complete the Work within the Contract Time.
 - E. Should the Contractor begin the Work before receiving written authorization to proceed, any such Work is at the Contractor's own cost and risk.
4. **DISPUTES.** Disputes arising from this contract will be determined in accordance with the Contract Documents and Public Contracts Code §§ 10240-10240.13.
5. **THIRD PARTY CLAIMS.** In accordance with Public Contracts Code § 9201, the City will promptly inform the Contractor regarding third-party claims against the Contractor, but in no event later than ten (10) business days after the City receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of the Contract Documents. As more specifically detailed in the Contract Documents, the Contractor agrees to indemnify and defend the City against any third-party claim.
6. **TAXPAYER IDENTIFICATION NUMBER.** The Contractor will provide the City with a Taxpayer Identification Number.
7. **PERMITS AND LICENSES.** Unless otherwise provided, the Contractor, at its sole expense, will obtain and maintain during the Contract Time, all necessary permits, licenses, and certificates that may be required in connection with the Work.
8. **OWNERSHIP OF DOCUMENTS.** All documents, data, studies, drawings, maps, models, photographs and reports prepared by the Contractor under the Contract Documents are the City's property. The Contractor may retain copies of said documents and materials as desired, but will deliver all original materials to the City upon the City's written notice.
9. **INDEMNIFICATION.** The Contractor agrees to indemnify, defend, and hold the City harmless as set forth in the Contract Documents. The requirements as to the types and limits of insurance coverage to be maintained by the Contractor as required by the Contract Documents, and any approval of such insurance by the City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract Documents, including, without limitation, to the provisions concerning indemnification.
10. **INDEPENDENT CONTRACTOR.** The City and the Contractor agree that the Contractor will act as an independent contractor and will have control of all work and the manner in which it is performed. The Contractor will be free to contract for similar service to be performed for other employers while under contract with the City. The Contractor is not an agent or employee of the City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits the City provides for its employees. Any provision in this Contract that may appear to give the City the right to direct the Contractor as to the details of doing the work or to exercise a measure of control over the work means that the Contractor will follow the direction of the City as to end results of the work only.
11. **AUDIT OF RECORDS.** The Contractor will maintain full and accurate records with respect to all services and matters covered under this Contract. The City will have free access at all reasonable times to such records, and the right to examine and audit the same and to make

transcript therefrom, and to inspect all program data, documents, proceedings and activities. The Contractor will retain such financial and program service records for at least three (3) years after termination or final payment under the Contract Documents.

12. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

The City
200 Campus Drive, Arvin CA 93203

The Contractor
1185 Minter Ave, Shafter, CA 93263

Any such written communications by mail will be conclusively deemed to have been received by the addressee three (3) days after deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

13. **NO THIRD PARTY BENEFICIARY.** This Contract and every provision herein is for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Contractor’s or the City’s obligations under this Contract.

14. **INTERPRETATION.** This Contract was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this Contract will be in Kern County.

15. **EFFECT OF CONFLICT.** In the event of any conflict, inconsistency, or incongruity between any provision of the Contract Documents, precedence will be as follows:

- A. This Contract;
- B. The Standard Specifications; and
- C. Precedence of documents as determined in the Standard Specifications.

16. **SEVERABILITY.** If any portion of the Contract Documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Contract will continue in full force and effect.

17. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Contract and to engage in the actions described herein. This Contract may be modified by written amendment. The City’s city manager, or designee, may execute any such amendment on the City’s behalf.

18. **ACCEPTANCE OF FACSIMILE SIGNATURES.** The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

19. **COVENANTS AND CONDITIONS.** The parties agree that all of the provisions hereof will be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.

20. **CAPTIONS.** The captions of the paragraphs of this Contract are for convenience of reference only and will not affect the interpretation of this Contract.

21. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of the Contract Documents.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

“LICENSEE”
Kern Craft Construction, a California Corporation

“CITY”
City of Arvin, a municipal corporation

By: _____
Gerardo Vega Espinosa /Owner

By: _____
Jeff Jones, City Manager

Date: _____

Date: _____

ATTEST

By: _____
Cecilia Vela, City Clerk

APPROVED AS TO FORM
Burke, Williams & Sorensen LLP

By: _____
Stephanie Gutierrez, City Attorney

PROPOSAL CERTIFICATION

CITY OF ARVIN

PROJECT: CNG EQUIPMENT REMOVAL PROJECT

TO THE CITY COUNCIL OF THE CITY OF ARVIN:

The undersigned, as bidder, declares that: (1) this proposal is made without collusion with any other person, firm or corporation, and that the only persons or parties interested as principals are those named herein; (2) bidder has carefully examined the Contract Documents as well as the site of the proposed work; and (3) bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed, and the materials to be furnished. Furthermore, bidder agrees that submission of this proposal shall be conclusive evidence that such examination and investigation have been made and agrees, in the event this contract be awarded to bidder, to enter into a contract with the City of Arvin in a form substantially similar to the Agreement for Public Works Services included herein for the stated unit prices or lump-sum price submitted on the Bid Sheet.

Accompanying this proposal is cash, a certified or cashier's check, or a Bid Bond ("bid security") in the amount of \$ \$39,390.48, which amount is at least ten percent (10%) of the total aggregate bid price hereof based on the quantities shown and the unit prices quoted on the Bid Sheet.

The undersigned further agrees that if he/she/it is awarded the contract on the basis hereof and thereafter defaults in executing the required contract, with necessary insurance, bonds, and documents, within ten (10) calendar days from the date of mailing of written notice of the award, said bid security shall become the property of the City of Arvin and this proposal and the acceptance thereof may be considered null and void. Such time shall be extended for delay caused by the City.

Legal Business Name: Kern Craft Construction INC.

Address: 1185 Minter Ave, Shafter CA 93263

Telephone: 661-934-8969 Fax: _____

Contact: Gerardo Vega

Signature(s)* of bidder:  Name: Noah Luna

Name: _____

Bid Date: 4/29/26

*Persons signing on behalf of an entity on behalf (such as a corporation) must also submit evidence of their authority to sign on behalf of the entity.

Attachment: Kern Craft Construction - Bid Sheets_Redacted (CNG Equipment Removal Project Award to Kern Craft Construction)

BID SHEET

NAME OF COMPANY: Kern Craft Construction INC.

Bidder agrees to enter into a contract to furnish all labor, materials, equipment and supplies for the project identified as CNG EQUIPMENT REMOVAL PROJECT in accordance with the Contract Documents to the satisfaction of the City at the following prices:

BASE BID – CNG EQUIPMENT REMOVAL PROJECT

BASE BID - CNG EQUIPMENT REMOVAL PROJECT					
Item No.	Description	Quantity	Unit	Unit Price	Total
1	MOBILIZATION	LS	1	\$ <u>1,969.52</u>	\$ <u>1,969.52</u>
2	CLEARING AND GRUBBING	LS	1	\$ <u>8,153.54</u>	\$ <u>8,153.54</u>
3	REMOVE CONCRETE	LS	1	\$ <u>17,756.83</u>	\$ <u>17,756.83</u>
4	REMOVE CNG EQUIPMENT	LS	1	\$ <u>11,510.59</u>	\$ <u>11,510.59</u>
TOTAL BASE BID:					\$ <u>39,390.48</u>

Total amount of Base Bid (written in words) is: _____
Thirty-nine thousand three hundred ninety Dollars and Fourty Eight Cents.

***Mobilization shall not exceed 5% of the total Base Bid not including the mobilization item itself.**

- A. Contract selection will be determined based on lowest responsible bidder for the total base bid any number of alternates that the city wishes to fund as funding allows only.
- B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.
- C. Bidders must review this bid sheet for mathematical errors. In the event of errors, the unit prices for each item shall be used as the basis for modifying the bid price of individual lines and the total base bid. The City reserves the right to allow minor error corrections or to reject a particular bid if it feels that an unacceptable amount of errors are present in this bid form.

Attachment: Kern Craft Construction - Bid Sheets_Redacted (CNG Equipment Removal Project Award to Kern Craft Construction)

**STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES CONCERNING THE
CONTRACTORS' LICENSING LAWS**

[Business & Professions Code 7028.15]

[Public Contract Code 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code 7028.15:

- (a) **It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefore, except in any of the following cases:**
- (1) The person is particularly exempted from this chapter.
 - (2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20103.5 of the Public Contract Code.
- (b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.
- In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.
- (c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.
- (d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractor to render services within the scope of their respective practices.
- (e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered non-responsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed

pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13 inclusive. **Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.**

- (f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- (g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractor's State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractor's State License Board. The agency shall include a statement to that effect in the standard form of prequalification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

License No.: 1082593

Class: A, B, C33

Expiration Date: 10/31/2027

Date: 4/29/26

Signature: 

INFORMATION REQUIRED OF BIDDER

The bidder is required to supply the following information: (Additional sheets may be attached if necessary.)

(1) Address: 1185 Minter Ave Shafter, CA 93263

(2) Telephone: 661-934-8969

(3) Type of firm – Individual, Partnership, or Corporation:
Corporation

(4) Corporation organized under the laws of the State of:
California

(5) List the names and addresses of all members of the firm or names and titles of all officers of the corporation:
Gerardo Vega Espinosa - Owner

(6) Number of years' experience as a contractor in this type of work: 5

(7) List at least three (3) similar projects completed as of recent date:

Contract Amount	Class of Work	Date Completed	Name, Address of Owner, & Telephone No.
\$54,027.86	Civil / Mechanical	12/2/25	Dave Hill , (951) 775-6535
\$309,763.43	Civil / Mechanical	08/2024	Dave Hill , (951) 775-6535
\$1,043,062	Demo /Grading / Excavating	12/2025	Philip Jimenez, (661) 742-3814

(8) Name of the person who inspected the site of the proposed work for your firm and the date of inspection:
Joaquin Castillo - 4/15/26

Attachment: Kern Craft Construction - Bid Sheets_Redacted (CNG Equipment Removal Project Award to Kern Craft Construction)

- (9) List the name of any entity or person associated with the bidder who may have a conflict of interest with the City and provide a detailed explanation of the reasons for such possible conflict. Attach additional sheets of paper if necessary.

N/A

- (10) Project-Specific Information. The following additional information is required:

No Additional Information is Required

DESIGNATION OF SUBCONTRACTORS

[Public Contract Code § 4104]

List all subcontractors who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all subcontractors do not fit on this page, attach another page listing all information for all other subcontractors.

NAME	ADDRESS & PHONE NUMBER	CA CONTRACTOR LICENSE NUMBER	TYPE OF WORK (E.G., ELECTRICAL)	% OF TOTAL BID (E.G., 10%)
N/A	N/A	N/A	N/A	N/A

BIDDER'S INDUSTRIAL SAFETY RECORD

Bidder's Name Kern Craft Construction

	Current Year of Record	2019	2018	2017	2016	2015	Total
Number of contracts	19						
Total dollar amount of contracts (in thousands of dollars)	1,209,218.95						
Number of fatalities	0						
Number of lost workday cases	0						
Number of lost workday cases involving permanent transfer to another job or termination of employment	0						

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Signature: 

Signature:

Title:

Project Controls Specialist

Title:

Date:

4/29/24

Date:

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Arvin ("Public Agency"), has issued an invitation for bids for the work described as follows as CNG EQUIPMENT REMOVAL PROJECT; and

WHEREAS KERN CRAFT CONSTRUCTION INC, 1185 MINTER AVE, SHAFTER, CA 93263

(Name and address of Bidder)

("Principal"), desires to submit a bid to Public Agency for the work; and

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Principal, and Nationwide Mutual Insurance Company

One West Nationwide Blvd., 1-14-301, Columbus, OH 43215-2220 ("Surety"),

(Name and address of Surety)

a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of Four Thousand Five Hundred and 00/100 Dollars (\$ 4,500.00), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded a contract for the work by the Public Agency and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the Public Agency in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code 2845.

///

///

Attachment: Kern Craft Construction - Bid Sheets_Redacted (CNG Equipment Removal Project Award to Kern Craft Construction)

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: April 29, 2026

“Principal”

KERN CRAFT CONSTRUCTION INC

1185 MINTER AVE, SHAFER, CA 93263

By: _____
Its

By: _____
Its

(Seal)

“Surety”

Nationwide Mutual Insurance Company

One West Nationwide Blvd., 1-14-301, Columbus, OH 43215

By: _____
Its James Drake, Attorney-in-Fact

By: N/A
Its

(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

Attachment: Kern Craft Construction - Bid Sheets_Redacted (CNG Equipment Removal Project Award to Kern Craft Construction)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sacramento)
On 04/27/2026 before me, David M. Neeley, Notary Public
Date Here Insert Name and Title of the Officer

Personally appeared James Edward Drake
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Redacted]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document Bid Bond Document Date 04/27/2026
Number of Pages 2 Signer(s) Other Than Named Above

Capacity(ies) Claimed by Signer(s)

Signer's Name James Drake Signer's Name
Corporate Officer—Title(s)
Partner Limited General
Individual [X] Attorney in Fact
Trustee Guardian or Conservator
Other

Signer Is Representing Nationwide Mutual Insurance Company Signer Is Representing

Attachment: Kern Craft Construction - Bid Sheets_Redacted (CNG Equipment Removal Project Award to Kern Craft Construction)

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

BLAKE BEVERLY; DAVID NEELEY; JAKE ELLEN; JAMES DRAKE; JESSE NEWBORN;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and of writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

[Redacted Signature]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

[Redacted Signature]

Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 29th day of

April 2026

[Redacted Signature]

Assistant Secretary

Attachment: Kern Craft Construction - Bid Sheets_Redacted (CNG Equipment Removal Project Award to Kern Craft Construction)

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

[Public Contract Code § 7106]

The undersigned declares:

I am the Project Controls Specialist (position) of Kern Craft Construction INC., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 4/29/26 [date], at Shafter [city], California [state].

*Signature(s) of bidder:

By: 

By: _____

Name: Noah Luna

Name: _____

Title: Project Controls Specialist

Title: _____

Date: 4/29/26

Date: _____

***Bidder's signatures must be notarized.**


SUBMIT WITH BID

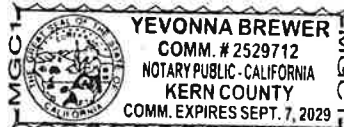
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA
 COUNTY OF Kern
 On 04-29, 2026 before me, Yevonna Brewer, personally appeared Noah Luna, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
 Signature: 



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input checked="" type="checkbox"/>	INDIVIDUAL	<u>Proposal Certification</u> TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	CORPORATE OFFICER	
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	<u>34</u> NUMBER OF PAGES
<input type="checkbox"/>	ATTORNEY-IN-FACT	<u>4/29/26</u> DATE OF DOCUMENT
<input type="checkbox"/>	TRUSTEE(S)	
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
	_____	SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

BIDDERS REFERENCE

CNG EQUIPMENT REMOVAL PROJECT

The following statements as to experience of the bidder are submitted in conjunction with the bid as part thereof and the truthfulness and accuracy of the information is guaranteed by the bidder.


The bidder has been engaged in the contracting business, under the present business name for 5 years. Experience in work of a nature similar to that covered in the bid extends over a period of 5 years.

The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to bidder except as follows (name any and all exceptions and reasons therefore):

U/A

The following contracts have been satisfactorily completed in the last three (3) years for the persons, firms, or authorities indicated, and to whom reference is made (name five (5) contracts):

<i>Year</i>	<i>Type of Work</i>	<i>Contract Amount</i>	<i>Location and for Whom Performed</i>
2024	Civil / Mechanical / Demo	309,763.43	Sacramento , Ca Ocean Pacific Energy / CNG Station
2025	Demo / Civil / Mechanical	54,027.86	Modesto , Ca Ocean Pacific Energy
2025	Demo / Grading / Excavating	1,043,062	Shafter , Ca Shafter Parks And recreation
2025	Demo / Civil	136,555.57	Bakersfield , Ca Piuser Construction
2025	Mechanical	61,216	Shafter , Ca Wonderful Orchards

Signature(s) of bidder: 

By: 

By: _____

Name: Noah Luna

Name: _____

Title: Project Controls Specialist

Title: _____

Date: 4/29/26

Date: _____

SUBMIT WITH BID

BIDDERS REFERENCE: FINANCIAL

CNG EQUIPMENT REMOVAL PROJECT

Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder:

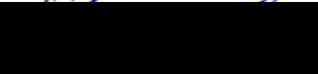
<i>Name of Bank</i>	<i>Address</i>
Mission Bank	1110 E Lerdo HWY, Shafter CA 93263

Reference is hereby made to the following surety companies as to the financial responsibility and general reliability of the bidder:

Name of Surety Company Nationwide Mutual Insurance Company

Name of Surety Company _____

Signature(s) of bidder:

By: 

By: _____

Name: Noah Luna

Name: _____

Title: Project Controls Specialist

Title: _____

Date: 4/29/26

Date: _____

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?


Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

N/A

Note: The bidder must place a check mark after "Yes" or "No" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signature(s) of bidder:

By: 
Name: Noah Luna
Title: Project Controls Specialist
Date: 4/29/26

By: _____
Name: _____
Title: _____
Date: _____


Attachment: Kern Craft Construction - Bid Sheets_Redacted (CNG Equipment Removal Project Award to Kern Craft Construction)

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the bidder hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the bidder within the immediately preceding two year period because of the bidder's failure to comply with an order of a federal court which orders the bidder to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signature(s) of bidder:


By: 
Name: Noah Luna
Title: Project Controls Specialist
Date: 4/29/26

By: _____
Name: _____
Title: _____
Date: _____

COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT ("IRCA")

Bidder acknowledges that bidder, and all subcontractors hired by bidder to perform services under the Agreement for Public Works Services, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Bidder is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Bidder to perform services under the Agreement for Public Works Services are in compliance with the IRCA. In addition, bidder agrees to indemnify, defend and hold harmless the City, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that bidder's employees, or the employees of any subcontractor hired by bidder, are not authorized to work in the United States for bidder or its subcontractor and/or any other claims based upon alleged IRCA violations committed by bidder or bidder's subcontractor(s).

Signature(s) of bidder:

By: 
Name: Noah Luna
Title: Project Controls Specialist
Date: 4/29/26

By: _____
Name: _____
Title: _____
Date: _____

CNG EQUIPMENT REMOVAL PROJECT

LOCAL

**OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS (OPTIONAL
– NOT REQUIRED)**

To opt out of payment adjustments for price index fluctuations as specified, complete this form.

I opt out of the payment adjustments for price index fluctuations. Enter Date and Name to opt out of payment adjustments for price index fluctuations.

DATE: _____


BIDDER NAME: _____

SIGNATURE OF BIDDER: _____

ACKNOWLEDGMENT OF ADDENDA

Bidder's Name: Kern Craft Construction INC

The Bidder shall signify receipt of all Addenda here, if any:

Addendum Number	Date Received	Signature
# 1	4/20/26	

If there are more Addenda than there is room in the chart above, attach another page acknowledging receipt of the Addenda.

Signature(s) of bidder:

By: 

Name: Noah Luna

Title: Project Controls Specialist

Date: 4/29/26

By: _____

Name: _____

Title: _____

Date: _____

CITY OF ARVIN

CNG EQUIPMENT REMOVAL #19-26-028 – ADDENDUM 1

**ADDENDUM NUMBER ONE****FOR****Notice Inviting Bids For The Construction On:****CNG EQUIPMENT REMOVAL PROJECT****City Capital Project #: 19-26-028**

April 20, 2026

CITY OF ARVIN
ATTN: CITY CLERK
200 CAMPUS DRIVE
ARVIN, CA 93203

ADDENDUM NO. 1

The following additions, deletions, or modifications shall become part of the Contract Documents for this Project:

REVISIONS TO RFP PACKAGE:

- The Bid Receipt and Opening deadline as shown on the Notice Inviting Sealed Proposals (Bids) of the Contract Documents and all other locations mentioned is hereby, extended from 4:00 PM, on Wednesday, April 22, 2026 to **4:00 PM, on Wednesday, April 29, 2026.**

One copy of this Addendum shall be signed by the Consultant and must be submitted with the proposal as acknowledgement of receipt and acceptance of this Addendum. Only submit up to and including the signatures for this Addendum.

Accepted by: 
 Consultant (Signature)

4/29/26
 Date

Noah Luna
 Consultant (Print Name)

Project Controls Specialist
 Title

BID TALLY FOR CNG EQUIPMENT REMOVAL PROJECT									
BID ITEM LIST				ENGINEER'S ESTIMATE		CONTRACTOR 1 BOWEN ENG & ENVIRO		CONTRACTOR 2 KERN CRAFT CONST. INC	
Item No.	Description	Quantity	Unit	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	MOBILIZATION	LS	1	\$ 5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$1,969.52	\$1,969.52
2	CLEARING & GRUBBING	LS	1	5,000.00	\$5,000.00	\$45,000.00	\$45,000.00	\$8,153.54	\$8,153.54
3	REMOVE CONCRETE	LS	1	10,000.00	\$10,000.00	\$48,000.00	\$48,000.00	\$17,756.83	\$17,756.83
4	REMOVE CNG EQUIPMENT	LS	1	10,000.00	\$10,000.00	\$30,000.00	\$30,000.00	\$11,510.59	\$11,510.59
TOTAL BID:					\$30,000.00		\$128,000.00		\$39,390.48
PERCENT OF ENGINEER'S ESTIMATE:							426.67%		131.30%



CITY OF ARVIN
Staff Report

Meeting Date: June 9, 2026

TO: Arvin City Council

FROM: Samuel Lux, P.E., City Engineer
Jeff Jones, City Manager

SUBJECT: Approval of A Resolution of the City Council of the City of Arvin to Approve A Public Works Agreement with Eclipse Construction Services for the Walnut Street and 4th Street Pathways Project and to Authorize the City Manager to Execute the Agreement.

BACKGROUND:

The City of Arvin solicited competitive bids for the Walnut Street and 4th Street Pathways Project located at the Northeast corner of Walnut and 4th Street. The project scope includes:

Precise grading, landscaping, and installation of street and pathway lighting. Additional work will include installation of new curbs, gutters, sidewalks, ADA curb ramps, and installation of new signage.

Bid Amount: \$1,095,504.00

The Notice Inviting Bids was advertised on March 23, 2026, with bids opened on April 29, 2026. The City received four bids, with the lowest bid submitted by Eclipse Construction Services, in the total amount of \$1,095,504. This bid was reviewed for compliance and determined to be responsive and responsible.

At this time staff is estimating the start of working days for this project will be September 7, 2026. This project is funded through the state Urban Greening grant program and other City Capital Improvement Program allocations.

ENVIRONMENTAL REVIEW:

The project is categorically exempt under the California Environmental Quality Act (CEQA), Section 15332: In-Fill Development Projects. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations. The proposed development occurs within city limits on a project site of no more than five acres, substantially surrounded by urban uses. The project site has no value as habitat for endangered, rare or threatened species. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality. The site can be adequately served by all required utilities and public services.

FINANCIAL IMPACT:

This project is funded through the state Urban Greening grant program, with a total grant amount of approximately \$800,000 allocated to support this infrastructure improvement. The contract amount for this project is \$1,095,504, with a recommended total project authorization of \$1,095,504.

RECOMMENDATION:

It is recommended that the City Council:

1. Make a finding that the project is exempt from further CEQA review, per Section 15332 of the State CEQA guidelines.
2. Award the public works construction contract for the Walnut Street and 4th Street Pathways Project to Eclipse Construction Services in the total bid amount of \$1,095,504.
3. Authorize the City Manager, or designee, to execute the Agreement for Public Works Services and all related documents on behalf of the City.

Attachments:

- Resolution of the City Council Approving and Authorizing the Execution of the Public Works Agreement with Eclipse Construction Services.
- Eclipse Construction Services Bid Proposal
- Public Works Contract

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN
AWARDING A PUBLIC WORKS CONTRACT FOR THE WALNUT
STREET AND 4TH STREET PATHWAYS PROJECT TO ECLIPSE
CONSTRUCTION SERVICES AND AUTHORIZING THE CITY
MANAGER TO EXECUTE THE AGREEMENT AND RELATED
DOCUMENTS**

WHEREAS, the City of Arvin received Urban Greening grant funding for the design and construction of park and pathway improvements along the Northeast corner of Walnut Street and 4th Street; and

WHEREAS, the project scope includes precise grading, landscaping, and installation of street and pathway lighting. Additional work will include installation of new curbs, gutters, sidewalks, ADA curb ramps, and installation of new signage; and

WHEREAS, the City previously prepared plans and specifications for the project in accordance with City requirements; and

WHEREAS, the City remains the lead agency for the project and is responsible for construction contracting and administration; and

WHEREAS, the City issued the project for bid on March 23, 2026, with bids opened on April 29, 2026; and

WHEREAS, the City received four bids and identified the bid from Eclipse Construction Services, in the amount of \$1,095,504, which was reviewed and determined to be complete and responsive as the low bidder; and

WHEREAS, City staff determined it to be appropriate to award a contract to Eclipse Construction Services in the amount of \$1,095,504; and

WHEREAS, project funding will come from the Urban Greening Grant, with a total grant allocation of approximately \$800,000.

WHEREAS, the project is exempt from further CEQA review pursuant to Section 15332 of the State CEQA Guidelines.

NOW, THEREFORE, BE IT RESOLVED that the city council of the City of Arvin as follows:

1. The City Council hereby awards the Public Works Contract for the Walnut Street and 4th Street Pathways Project to Eclipse Construction Services in the amount of \$1,095,504.
2. The City Manager, or designee, is authorized and directed to execute the Agreement for Public Works Services and all related documents necessary to implement the project.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Arvin at a regular meeting thereof held on the 09th day of June 2026 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST

CECILIA VELA, City Clerk

CITY OF ARVIN

By: _____
OLIVIA CALDERON, Mayor

APPROVED AS TO FORM:

By: _____
STEPHANIE GUTIERREZ, City Attorney

I, _____, City Clerk of the City of Arvin, California, **DO HEREBY CERTIFY** that the foregoing is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of Arvin on the date and by the vote indicated herein.

**PUBLIC WORKS CONTRACT
BETWEEN
THE CITY OF ARVIN AND**

Eclipse Construction Services, Inc.

This CONTRACT is entered into this 6/9/2026, by and between the CITY OF ARVIN, a general law city and municipal corporation (“the City”) and Eclipse Construction Services, a California Corporation (“the Contractor”).

1. WORK.

- A. The Contractor will provide all work required by the Contract Documents (the “Work”). The Contractor agrees to do additional work arising from changes ordered by the City in accordance with the Contract Documents.
- B. The Contractor and the City agree to abide by the terms and conditions contained in the Contract Documents;
- C. The Contractor will furnish all of the labor; supplies and materials; equipment; printing; vehicles; transportation; office space and facilities; all tests, testing and analyses; and all matters whatsoever (except as otherwise expressly specified to be furnished by the City) needed to perform and complete the Work and provide the services required of the Contractor by the Contract Documents.
- D. “Contract Documents” means the Notice Inviting Bids; Instructions to Bidders; Supplementary Instructions to Bidders; Proposal; this Contract; Standard Specifications; Supplementary Conditions; Exhibits; Technical Specifications; List of Drawings; Drawings; Addenda; Notice to Proceed; Change Orders; Notice of Completion; and all other documents identified in the Contract Documents which together form the contract between the City and the Contractor for the Work. The Contract Documents constitute the complete agreement between the City and the Contractor and supersede any previous agreements or understandings.

2. CONTRACT SUM. The City agrees to pay the Contractor a sum not to exceed One Million Ninety-Five Thousand Five Hundred four dollars (\$1,095,504) for the Work in the manner set forth in the Contract Documents. The City may adjust this amount as set forth in the Contract Documents.

3. TIME FOR PERFORMANCE.

- A. The Contractor will fully complete the Work within ninety (90) working days (the “Contract Time.”)
- B. The Contract Time will commence when the City issues a notice to proceed. The Contract Documents will supersede any conflicting provisions included on the notice to proceed issued pursuant to this Contract.
- C. The Contractor may not perform any Work until:
 - i. The Contractor furnishes proof of insurance as required by the Contract Documents; and

- ii. The City gives the Contractor a written, signed, and numbered purchase order and notice to proceed.
 - D. By signing this Contract, the Contractor represents to the City that the Contract Time is reasonable for completion of the Work and that the Contractor will complete the Work within the Contract Time.
 - E. Should the Contractor begin the Work before receiving written authorization to proceed, any such Work is at the Contractor's own cost and risk.
4. **DISPUTES.** Disputes arising from this contract will be determined in accordance with the Contract Documents and Public Contracts Code §§ 10240-10240.13.
5. **THIRD PARTY CLAIMS.** In accordance with Public Contracts Code § 9201, the City will promptly inform the Contractor regarding third-party claims against the Contractor, but in no event later than ten (10) business days after the City receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of the Contract Documents. As more specifically detailed in the Contract Documents, the Contractor agrees to indemnify and defend the City against any third-party claim.
6. **TAXPAYER IDENTIFICATION NUMBER.** The Contractor will provide the City with a Taxpayer Identification Number.
7. **PERMITS AND LICENSES.** Unless otherwise provided, the Contractor, at its sole expense, will obtain and maintain during the Contract Time, all necessary permits, licenses, and certificates that may be required in connection with the Work.
8. **OWNERSHIP OF DOCUMENTS.** All documents, data, studies, drawings, maps, models, photographs and reports prepared by the Contractor under the Contract Documents are the City's property. The Contractor may retain copies of said documents and materials as desired, but will deliver all original materials to the City upon the City's written notice.
9. **INDEMNIFICATION.** The Contractor agrees to indemnify, defend, and hold the City harmless as set forth in the Contract Documents. The requirements as to the types and limits of insurance coverage to be maintained by the Contractor as required by the Contract Documents, and any approval of such insurance by the City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract Documents, including, without limitation, to the provisions concerning indemnification.
10. **INDEPENDENT CONTRACTOR.** The City and the Contractor agree that the Contractor will act as an independent contractor and will have control of all work and the manner in which it is performed. The Contractor will be free to contract for similar service to be performed for other employers while under contract with the City. The Contractor is not an agent or employee of the City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits the City provides for its employees. Any provision in this Contract that may appear to give the City the right to direct the Contractor as to the details of doing the work or to exercise a measure of control over the work means that the Contractor will follow the direction of the City as to end results of the work only.
11. **AUDIT OF RECORDS.** The Contractor will maintain full and accurate records with respect to all services and matters covered under this Contract. The City will have free access at all reasonable times to such records, and the right to examine and audit the same and to make

transcript therefrom, and to inspect all program data, documents, proceedings and activities. The Contractor will retain such financial and program service records for at least three (3) years after termination or final payment under the Contract Documents.

12. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

The City
200 Campus Drive, Arvin CA 93203

The Contractor
5401 Woodmere Dr, Bakersfield, CA 93313

Any such written communications by mail will be conclusively deemed to have been received by the addressee three (3) days after deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

13. **NO THIRD PARTY BENEFICIARY.** This Contract and every provision herein is for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Contractor's or the City's obligations under this Contract.

14. **INTERPRETATION.** This Contract was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this Contract will be in Kern County.

15. **EFFECT OF CONFLICT.** In the event of any conflict, inconsistency, or incongruity between any provision of the Contract Documents, precedence will be as follows:

- A. This Contract;
- B. The Standard Specifications; and
- C. Precedence of documents as determined in the Standard Specifications.

16. **SEVERABILITY.** If any portion of the Contract Documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Contract will continue in full force and effect.

17. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Contract and to engage in the actions described herein. This Contract may be modified by written amendment. The City's city manager, or designee, may execute any such amendment on the City's behalf.

18. **ACCEPTANCE OF FACSIMILE SIGNATURES.** The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

19. **COVENANTS AND CONDITIONS.** The parties agree that all of the provisions hereof will be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.

20. **CAPTIONS.** The captions of the paragraphs of this Contract are for convenience of reference only and will not affect the interpretation of this Contract.

21. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of the Contract Documents.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

“LICENSEE”
Eclipse Construction Services, a California Corporation

“CITY”
City of Arvin, a municipal corporation

By: _____
Craig Bonna, President

By: _____
Jeff Jones, City Manager

Date: _____

Date: _____

ATTEST

By: _____
Cecilia Vela, City Clerk

APPROVED AS TO FORM
Burke, Williams & Sorensen LLP

By: _____
Stephanie Gutierrez, City Attorney



CITY OF ARVIN

Notice Inviting Bids For The Construction On:

WALNUT STREET AND 4TH STREET PATHWAYS PROJECT

City Capital Project #: 77-22-108

Bid Opening: Wednesday, April 15, 2026, 4:00 PM, City of Arvin City Hall

Engineer's estimate of cost: \$600,000 to \$800,000

Project Funding Sources: URBAN GREENING

Prime Contractor license requirement: A

City of Arvin
200 Campus Drive
Arvin, CA, 93203
Tel: 661-854-3134
Fax: 661-854-0817

PROPOSAL CERTIFICATION

CITY OF ARVIN

PROJECT: WALNUT STREET AND 4TH STREET PATHWAYS PROJECT

TO THE CITY COUNCIL OF THE CITY OF ARVIN:

The undersigned, as bidder, declares that: (1) this proposal is made without collusion with any other person, firm or corporation, and that the only persons or parties interested as principals are those named herein; (2) bidder has carefully examined the Contract Documents as well as the site of the proposed work; and (3) bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed, and the materials to be furnished. Furthermore, bidder agrees that submission of this proposal shall be conclusive evidence that such examination and investigation have been made and agrees, in the event this contract be awarded to bidder, to enter into a contract with the City of Arvin in a form substantially similar to the Agreement for Public Works Services included herein for the stated unit prices or lump-sum price submitted on the Bid Sheet.

Accompanying this proposal is cash, a certified or cashier's check, or a Bid Bond ("bid security") in the amount of \$ Bid Bond, which amount is at least ten percent (10%) of the total aggregate bid price hereof based on the quantities shown and the unit prices quoted on the Bid Sheet.

The undersigned further agrees that if he/she/it is awarded the contract on the basis hereof and thereafter defaults in executing the required contract, with necessary insurance, bonds, and documents, within ten (10) calendar days from the date of mailing of written notice of the award, said bid security shall become the property of the City of Arvin and this proposal and the acceptance thereof may be considered null and void. Such time shall be extended for delay caused by the City.

Legal Business Name: Eclipse Construction Services, Inc.

Address: 5401 Woodmere Dr., Bakersfield, Ca 93313

Telephone: 661-340-0772 Fax: n/a

Contact: _____

Signature(s)* of bidder:  Name: Craig Bonna

Name: _____

Bid Date: 4/29/2026

*Persons signing on behalf of an entity on behalf (such as a corporation) must also submit evidence of their authority to sign on behalf of the entity.

Attachment: Eclipse Construction Service Inc. Bid Sheet_060926_Redacted (Walnut Street and 4th Street Pathways Project Award to Eclipse

BID SHEETNAME OF COMPANY: Eclipse Construction Services, Inc.

Bidder agrees to enter into a contract to furnish all labor, materials, equipment and supplies for the project identified as WALNUT STREET AND 4TH STREET PATHWAYS PROJECT in accordance with the Contract Documents to the satisfaction of the City at the following prices:

BASE BID – WALNUT STREET AND 4TH STREET PATHWAYS PROJECT

BASE BID - WALNUT STREET AND 4TH STREET PATHWAYS PROJECT					
Item No.	Description	Quantity	Unit	Unit Price	Total
1	DEVELOP WATER SUPPLY	LS	1	\$ 5,000	\$ 5,000
2	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 15,000	\$ 15,000
3	STORM WATER POLLUTION PREVENTION PLAN/DUST CONTROL PLAN	LS	1	\$ 5,000	\$ 5,000
4	CLEARING AND GRUBBING	LS	1	\$ 8,500	\$ 8,500
5	LANDSCAPE GRADING – FINAL PAY	SQFT	70,910	\$ 1.50	\$ 106,365
6	LANDSCAPE IRRIGATION SYSTEM	LS	1	\$ 130,000	\$ 130,000
7	TREES	LS	1	\$ 52,000	\$ 52,000
8	SHRUBS	LS	1	\$ 22,000	\$ 22,000
9	BERMUDA BLEND SOD – FINAL PAY	SF	49,012	\$ 1.00	\$ 49,012
10	DECOMPOSED GRANITE	SQFT	21,620	\$ 2.20	\$ 47,564
11	TREE BARK MULCH	CY	229	\$ 37.00	\$ 8,473
12	4' BENCH	EA	4	\$ 2,500	\$ 10,000
13	6' BENCH	EA	2	\$ 2,500	\$ 5,000
14	TRASH RECEPTACLE	EA	6	\$ 2,100	\$ 12,600
15	FINISHING PROJECT	LS	1	\$ 2,600	\$ 2,600

BASE BID - WALNUT STREET AND 4TH STREET PATHWAYS PROJECT					
Item No.	Description	Quantity	Unit	Unit Price	Total
16	MINOR CONCRETE (CURB AND GUTTER)	LF	215	\$ 49.00	\$ 10,535
17	MINOR CONCRETE (SIDEWALK)	CY	13	\$ 770.00	\$ 10,010
18	MINOR CONCRETE (CURB RAMP) - FINAL PAY	CY	2	\$ 2,200	\$ 4,400
19	CHAIN LINK FENCE	LF	545	\$ 65.00	\$ 35,425
20	ROADSIDE SIGN – ONE POST	EA	6	\$ 870.00	\$ 5,220
21	ELECTRICAL SYSTEM	LS	1	\$ 172,000	\$ 172,000
22	LED DECORATIVE POST TOP FIXTURE (12' POLE WITH DECORATIVE ARM)	EA	9	\$ 6,800	\$ 61,200
23	LED DECORATIVE BOLLARD	EA	126	\$ 2,100	\$ 264,600
24	MOBILIZATION	LS	1	\$ 53,000	\$ 53,000
TOTAL BASE BID:					\$ 1,095,504.00

Total amount of Base Bid (written in words) is: one million ninety-five thousand and
five hundred four Dollars and zero Cents.

***Mobilization shall not exceed 5% of the total Base Bid not including the mobilization item itself.**

- A. Contract selection will be determined based on lowest responsible bidder for the total **base bid any number of alternates that the city wishes to fund as funding allows** only.
- B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.
- C. Bidders must review this bid sheet for mathematical errors. In the event of errors, the unit prices for each item shall be used as the basis for modifying the bid price of individual lines and the total base bid. The City reserves the right to allow minor error corrections or to reject a particular bid if it feels that an unacceptable amount of errors are present in this bid form.

reject a particular bid if it feels that an unacceptable amount of errors are present in this bid form.

**STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES CONCERNING THE
CONTRACTORS' LICENSING LAWS**

[Business & Professions Code 7028.15]

[Public Contract Code 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code 7028.15:

- (a) **It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefore**, except in any of the following cases:

- (1) The person is particularly exempted from this chapter.
- (2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20103.5 of the Public Contract Code.

- (b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

- (c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.
- (d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractor to render services within the scope of their respective practices.
- (e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered non-responsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed

pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13 inclusive. **Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.**

- (f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- (g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractor's State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractor's State License Board. The agency shall include a statement to that effect in the standard form of prequalification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

License No.: 1128446

Class: A

Expiration Date: 10/31/2026

Date: 4/29/2026

Signature:  _____

INFORMATION REQUIRED OF BIDDER

The bidder is required to supply the following information: (Additional sheets may be attached if necessary.)

(1) Address: 5401 Woodmere Dr, Bakersfield, CA 93313

(2) Telephone: 661-617-1400

(3) Type of firm – Individual, Partnership, or Corporation:
Corporation

(4) Corporation organized under the laws of the State of:
California

(5) List the names and addresses of all members of the firm or names and titles of all officers of the corporation:

Craig Bonna President & CEO

(6) Number of years' experience as a contractor in this type of work: _____

(7) List at least three (3) similar projects completed as of recent date:

<u>Contract Amount</u>	<u>Class of Work</u>	<u>Date Completed</u>	<u>Name, Address of Owner, & Telephone No.</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(8) Name of the person who inspected the site of the proposed work for your firm and the date of inspection:

Rupert Sanchez

- (9) List the name of any entity or person associated with the bidder who may have a conflict of interest with the City and provide a detailed explanation of the reasons for such possible conflict. Attach additional sheets of paper is necessary.

N/A

- (10) Project-Specific Information. The following additional information is required:

No Additional Information is Required

DESIGNATION OF SUBCONTRACTORS

[Public Contract Code § 4104]

List all subcontractors who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the Contractor’s total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the Contractor’s total Bid or \$10,000, whichever is greater. If all subcontractors do not fit on this page, attach another page listing all information for all other subcontractors.

NAME	ADDRESS & PHONE NUMBER	CA CONTRACTOR LICENSE NUMBER	TYPE OF WORK (E.G., ELECTRICAL)	% OF TOTAL BID (E.G., 10%)
A-G SOD Farms	15390 South Fowler Ave. Selma, CA 93662	843016	SOD	5%
Bronco Electric	1711 Art Street, Bakersfield, CA 93312	427730	Electrical	37.5%
Rudnick Fence Company	21110 Snow Rd., Bakersfield CA, 93314	1058505	Fencing	2.7%

BIDDER'S INDUSTRIAL SAFETY RECORD

Bidder's Name Eclipse Construction Services, Inc.

	Current Year of Record	2019	2018	2017	2016	2015	Total
Number of contracts							
Total dollar amount of contracts (in thousands of dollars)							
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	3	0	0	0	0	0	3
Number of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Signature:



Signature:

Title:

President & CEO

Title:

N/A

Date:

4/29/2026

Date:

4/29/2026

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Arvin ("Public Agency"), has issued an invitation for bids for the work described as follows as WALNUT STREET AND 4TH STREET PATHWAYS PROJECT; and

WHEREAS Eclipse Construction Services, Inc. 5401 Woodmere Avenue, Bakersfield, CA 93313

(Name and address of Bidder)

("Principal"), desires to submit a bid to Public Agency for the work; and

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Principal, and Great American Insurance Company

301 East 4th Street, Cincinnati, OH 45202 ("Surety"),

(Name and address of Surety)

a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of Ten (10%) of amount bid

Dollars (\$ Ten (10%) of amount bid), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded a contract for the work by the Public Agency and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the Public Agency in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code 2845.

///

///

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: April 13, 2026

"Principal"

"Surety"

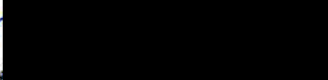
Eclipse Construction Services, Inc.

Great American Insurance Company

5401 Woodmere Avenue
Bakersfield, CA 93313

301 East 4th Street
Cincinnati, OH 45202

By: 
Its

By:  Brandi Rodriguez
Its Attorney-in-Fact

By: _____
Its

By: _____
Its

(Seal)

(Seal)

Note: *This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SIX

No. 0 21474

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
RONALD D. BURCHAM	ALL OF	ALL
PAM BINNS	BAKERSFIELD, CALIFORNIA	\$100,000,000
MICHAEL MOORE		
CHRIST STAHL		
MARK HEYNE		
BRANDI RODRIGUEZ		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 21ST day of MARCH, 2025.

Attest

GREAT AMERICAN INSURANCE COMPANY



[Redacted Signature]

Assistant Secretary

[Redacted Signature]

Divisional Senior Vice President

JOHN K. WEBSTER (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 21ST day of MARCH, 2025

, before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

[Redacted Signature]

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 13th day of April, 2026



[Redacted Signature]

Assistant Secretary

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

[Public Contract Code § 7106]

The undersigned declares:

I am the President & CEO (position) of Eclipse Construction Services Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 04/29/2026 [date], at Bakersfield [city], CA [state].

*Signature(s) of bidder:

By: [Redacted Signature]

By: N/A

Name: Craig Bonna

Name: N/A

Title: President & CEO

Title: N/A

Date: 4/29/2026

Date: 4/29/2026

***Bidder's signatures must be notarized.**

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

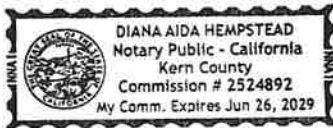
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Kern

On April 29, 2026 before me, Diana Aida Hempstead
Date Here Insert Name and Title of the Officer

personally appeared Craig Bonna
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature [Redacted] Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

BIDDERS REFERENCE

WALNUT STREET AND 4TH STREET PATHWAYS PROJECT

The following statements as to experience of the bidder are submitted in conjunction with the bid as part thereof and the truthfulness and accuracy of the information is guaranteed by the bidder.


The bidder has been engaged in the contracting business, under the present business name for 05 years. Experience in work of a nature similar to that covered in the bid extends over a period of 25 years.

The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to bidder except as follows (name any and all exceptions and reasons therefore):

The following contracts have been satisfactorily completed in the last three (3) years for the persons, firms, or authorities indicated, and to whom reference is made (name five (5) contracts):

<i>Year</i>	<i>Type of Work</i>	<i>Contract Amount</i>	<i>Location and for Whom Performed</i>

Signature(s) of bidder:

By:  _____
 Name: Craig Bonna _____
 Title: President & CEO _____
 Date: 4/29/2026 _____

By: N/A _____
 Name: N/A _____
 Title: N/A _____
 Date: 4/29/2026 _____

Please See Attached | Attachment: Eclipse Construction Service Inc. Bid Sheet_060926_Redacted (Walnut Street and 4th Street Pathways Project Award to Eclipse

PROJECT EXPERIENCE

PROJECT NAME: PZ Pond Repair	DATE COMPLETED: 4-11-2023
	PROJECT DURATION:
OWNER NAME: AERA Energy	OWNER ADDRESS: 29010 Shell Rd, Coalinga
OWNER CONTACT PERSON: Roshani Patel	OWNER CONTACT PHONE NO. (Office and mobile number): <i>Cell (661) 858-3496</i> <i>Office (661) 665-5484</i>
DESIGN FIRM NAME: Aera Energy	DESIGN FIRM ADDRESS: 10000 Ming Avenue Bakersfield California
DESIGN FIRM CONTACT PERSON: AERA Energy Roshani Patel	DESIGN FIRM CONTACT PHONE NO. (Office and mobile number): 661 665 5000
BRIEF DESCRIPTION OF THE PROJECT:	Repair the slopes on the pond and recompact
INITIAL PROJECT COST:	\$65000
CHANGE ORDER COST:	\$3900
FINAL PROJECT COST:	\$68900
COMMENTS OR EXCEPTIONS:	

PROJECT EXPERIENCE

PROJECT NAME: Recycle Facility	DATE COMPLETED: 11-1- 2024
	PROJECT DURATION: 2 years
OWNER NAME: AERA Energy	OWNER ADDRESS: Belridge California
OWNER CONTACT PERSON: Nolan Phillips	OWNER CONTACT PHONE NO. (Office and mobile number): <i>Cell (661) 201-3168</i> <i>Office (661) 665-5000</i>
DESIGN FIRM NAME: Aera Energy	DESIGN FIRM ADDRESS: 10000 Ming Avenue Bakersfield California
DESIGN FIRM CONTACT PERSON: Nolan Phillips	DESIGN FIRM CONTACT PHONE NO. (Office and mobile number): 661 665 5000 Cell (661) 201-3168
BRIEF DESCRIPTION OF THE PROJECT:	Build and manage mud farm and water ponds
INITIAL PROJECT COST:	\$6,000,000
CHANGE ORDER COST:	
FINAL PROJECT COST:	\$6,000,000
COMMENTS OR EXCEPTIONS:	Project was done on T&M

PROJECT EXPERIENCE

PROJECT NAME: Recycle Facility	DATE COMPLETED: 11-1- 2023
	PROJECT DURATION: 6 months
OWNER NAME: AERA Energy	OWNER ADDRESS: Belridge California
OWNER CONTACT PERSON: Nolan Phillips	OWNER CONTACT PHONE NO. (Office and mobile number): <i>Cell (661) 201-3168</i> <i>Office (661) 665-5000</i>
DESIGN FIRM NAME: Aera Energy	DESIGN FIRM ADDRESS: 10000 Ming Avenue Bakersfield California
DESIGN FIRM CONTACT PERSON: Nolan Phillips	DESIGN FIRM CONTACT PHONE NO. (Office and mobile number): 661 665 5000 Cell (661) 201-3168
BRIEF DESCRIPTION OF THE PROJECT:	Build a water ponds and sand basin
INITIAL PROJECT COST:	\$2,000,000
CHANGE ORDER COST:	
FINAL PROJECT COST:	\$2,000,000
COMMENTS OR EXCEPTIONS:	Project was done on T&M

BIDDERS REFERENCE: FINANCIAL

WALNUT STREET AND 4TH STREET PATHWAYS PROJECT

Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder:

<i>Name of Bank</i>	<i>Address</i>
Tri Counties Bank	5000 California Avenue Suite 110 ,Bakersfield, CA 93309

Reference is hereby made to the following surety companies as to the financial responsibility and general reliability of the bidder:

Name of Surety Company Great American Insurance Company

Name of Surety Company Great American Insurance Company

Signature(s) of bidder:

By: 

By: N/A

Name: Craig Bonna

Name: N/A

Title: President & CEO

Title: N/A

Date: 4/29/2026

Date: 4/29/2026


SUBMIT WITH BID

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has , has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signature(s) of bidder:

By: 
Name: Craig Bonna
Title: President & CEO
Date: 4/29/2026

By: N/A
Name: N/A
Title: N/A
Date: 4/29/2026

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?


Yes _____ No X _____

If the answer is yes, explain the circumstances in the following space.

N/A

Note: The bidder must place a check mark after "Yes" or "No" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signature(s) of bidder:

By:  _____
Name: Craig Bonna _____
Title: President & CEO _____
Date: 4/29/2026 _____


By: N/A _____
Name: N/A _____
Title: N/A _____
Date: 4/29/2026 _____

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the bidder hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the bidder within the immediately preceding two year period because of the bidder's failure to comply with an order of a federal court which orders the bidder to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signature(s) of bidder:

By: 
Name: Craig Bonna
Title: President & CEO
Date: 4/29/2026

By: N/A
Name: N/A
Title: N/A
Date: 4/29/2026

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

The bidder Eclipse Construction Services, Inc. proposed subcontractor _____ hereby certifies that he/she/it has , has not , participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he/she/it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Signature(s) of **bidder**:

By: [Redacted]
Name: Craig Bonna
Title: President & CEO
Date: 4/29/2026

By: N/A
Name: N/A
Title: N/A
Date: 4/29/2026

Signature(s) of **subcontractor**:


By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT ("IRCA")

Bidder acknowledges that bidder, and all subcontractors hired by bidder to perform services under the Agreement for Public Works Services, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Bidder is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Bidder to perform services under the Agreement for Public Works Services are in compliance with the IRCA. In addition, bidder agrees to indemnify, defend and hold harmless the City, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that bidder's employees, or the employees of any subcontractor hired by bidder, are not authorized to work in the United States for bidder or its subcontractor and/or any other claims based upon alleged IRCA violations committed by bidder or bidder's subcontractor(s).

Signature(s) of bidder:

By:  _____
Name: Craig Bonna _____
Title: President & CEO _____
Date: 4/29/2026 _____

By: N/A _____
Name: N/A _____
Title: N/A _____
Date: 4/29/2026 _____

ACKNOWLEDGMENT OF ADDENDA

Bidder's Name: Eclipse Construction Services, Inc.

The Bidder shall signify receipt of all Addenda here, if any:

Addendum Number	Date Received	Signature
1	4/14/2026	
2	04/21/2026	

If there are more Addenda than there is room in the chart above, attach another page acknowledging receipt of the Addenda.

Signature(s) of bidder:

By: 

By: N/A

Name: Craig Bonna

Name: N/A

Title: President & CEO

Title: N/A

Date: 4/29/2026

Date: 4/29/2026

SUBMIT WITH BID



ADDENDUM NUMBER ONE

FOR

Notice Inviting Bids For The Construction On:

WALNUT STREET AND 4TH STREET PATHWAYS PROJECT

City Capital Project #: 77-22-108

April 14, 2026

CITY OF ARVIN
ATTN: CITY CLERK
200 CAMPUS DRIVE
ARVIN, CA 93203



ADDENDUM NUMBER TWO

FOR

Notice Inviting Bids For The Construction On:

WALNUT STREET AND 4TH STREET PATHWAYS PROJECT

City Capital Project #: 77-22-108

April 20, 2026

CITY OF ARVIN
ATTN: CITY CLERK
200 CAMPUS DRIVE
ARVIN, CA 93203

BID TALLY FOR WALNUT STREET AND 4TH STREET PATHWAYS PROJECT

BID ITEM LIST				ENGINEER'S ESTIMATE		CONTRACTOR 1 S & B SON'S INC		CONTRACTOR 2 ECLIPSE CONSTRUCTION		CONTRACTOR 3 SIERRA CONSTRUCTION		CONTRACTOR 4 SW CONSTRUCTION	
Item No.	Description	Quantity	Unit	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	DEVELOP WATER SUPPLY	LS	1	\$ 5,000.00	\$5,000.00	\$2,400.00	\$2,400.00	\$5,000.00	\$5,000.00	\$10,110.00	\$10,110.00	\$21,137.00	\$21,137.00
2	TEMPORARY TRAFFIC CONTROL	LS	1	5,000.00	\$5,000.00	\$14,400.00	\$14,400.00	\$15,000.00	\$15,000.00	\$13,280.00	\$13,280.00	\$24,216.00	\$24,216.00
3	STORM WATER POLLUTION PREVENTION PLAN/DUST CONTROL PLAN	LS	1	10,000.00	\$10,000.00	\$3,600.00	\$3,600.00	\$5,000.00	\$5,000.00	\$14,070.00	\$14,070.00	\$20,705.00	\$20,705.00
4	CLEARING & GRUBBING	LS	1	100,000.00	\$100,000.00	\$3,960.00	\$3,960.00	\$8,500.00	\$8,500.00	\$18,820.00	\$18,820.00	\$33,764.00	\$33,764.00
5	LANDSCAPE GRADING	SF	70910	1.25	\$88,637.50	\$1.64	\$116,292.40	\$1.50	\$106,365.00	\$1.00	\$70,910.00	\$0.54	\$38,291.40
6	LANDSCAPE IRRIGATION	LS	1	125,000.00	\$125,000.00	\$165,840.00	\$165,840.00	\$130,000.00	\$130,000.00	\$169,030.00	\$169,030.00	\$165,861.00	\$165,861.00
7	TREES	LS	1	60000.00	\$60,000.00	\$45,600.00	\$45,600.00	\$52,000.00	\$52,000.00	\$46,450.00	\$46,450.00	\$45,575.00	\$45,575.00
8	SHRUBS	LS	1	45000.00	\$45,000.00	\$12,300.00	\$12,300.00	\$22,000.00	\$22,000.00	\$12,540.00	\$12,540.00	\$12,300.00	\$12,300.00
9	BERMUDA BLEND SOD - FINAL PAY	SF	49012	1.00	\$49,012.00	\$1.68	\$82,340.16	\$1.00	\$49,012.00	\$2.00	\$98,024.00	\$1.68	\$82,340.16
10	DECOMPOSED GRANITE	SF	21620	2.75	\$59,455.00	\$0.87	\$18,809.40	\$2.20	\$47,564.00	\$0.60	\$12,972.00	\$1.46	\$31,565.20
11	TREE BARK MULCH	CY	229	150.00	\$34,350.00	\$75.01	\$17,177.29	\$37.00	\$8,473.00	\$76.00	\$17,404.00	\$75.03	\$17,181.87
12	4' BENCH	EA	4	1,800.00	\$7,200.00	\$2,250.00	\$9,000.00	\$2,500.00	\$10,000.00	\$4,210.00	\$16,840.00	\$2,882.02	\$11,528.08
13	6' BENCH	EA	2	2,100.00	\$4,200.00	\$2,400.00	\$4,800.00	\$2,500.00	\$5,000.00	\$5,370.00	\$10,740.00	\$4,677.73	\$9,355.46
14	TRASH RECEPTACLES	EA	6	1700.00	\$10,200.00	\$1,200.00	\$7,200.00	\$2,100.00	\$12,600.00	\$3,210.00	\$19,260.00	\$2,094.60	\$12,567.60
15	FINISHING PROJECT	LS	1	5000.00	\$5,000.00	\$14,400.00	\$14,400.00	\$2,600.00	\$2,600.00	\$16,630.00	\$16,630.00	\$7,750.00	\$7,750.00
16	MINOR CONCRETE (CURB AND GUTTER)	LF	215	45.00	\$9,675.00	\$177.35	\$38,130.25	\$49.00	\$10,535.00	\$110.00	\$23,650.00	\$75.48	\$16,228.20
17	MINOR CONCRETE (SIDEWALK)	CY	13	850.00	\$11,050.00	\$923.08	\$12,000.04	\$770.00	\$10,010.00	\$1,850.00	\$24,050.00	\$690.56	\$8,977.28
18	MINOR CONCRETE (CURB RAMP) - FINAL PAY	CY	2	3,000.00	\$6,000.00	\$2,640.00	\$5,280.00	\$2,200.00	\$4,400.00	\$3,950.00	\$7,900.00	\$2,216.48	\$4,432.96
19	CHAINLINK FENCE	LF	545	50.00	\$27,250.00	\$44.04	\$24,001.80	\$65.00	\$35,425.00	\$58.00	\$31,610.00	\$64.50	\$35,152.50
20	ROADSIDE SIGN - ONE POST	EA	6	600.00	\$3,600.00	\$160.00	\$960.00	\$870.00	\$5,220.00	\$1,220.00	\$7,320.00	\$780.00	\$4,680.00
21	ELECTRICAL SYSTEM	LS	1	85,000.00	\$85,000.00	\$184,200.00	\$184,200.00	\$172,000.00	\$172,000.00	\$131,030.00	\$131,030.00	\$184,210.00	\$184,210.00
22	LED DECORATIVE POST TOP FIXTURE (12' POLE WITH DECORATIVE ARM)	EA	9	6,000.00	\$54,000.00	\$7,123.07	\$64,107.63	\$6,800.00	\$61,200.00	\$9,110.00	\$81,990.00	\$5,760.32	\$51,842.88
23	LED DECORATIVE BOLLARD	EA	126	2,000.00	\$252,000.00	\$2,348.72	\$295,938.72	\$2,100.00	\$264,600.00	\$3,850.00	\$485,100.00	\$1,860.10	\$234,372.60
24	STREET LIGHT	EA	1	10,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25	MOBILIZATION	LS	1	53331.48	\$53,331.48	\$45,000.00	\$45,000.00	\$53,000.00	\$53,000.00	\$63,370.00	\$63,370.00	\$78,022.30	\$78,022.30
TOTAL BID:					\$1,119,960.98		\$1,187,737.69		\$1,095,504.00		\$1,403,100.00		\$1,152,056.49
MOBILIZATION PERCENTAGE:					9.81%		3.79%		4.84%		4.52%		6.77%
PERCENT OF ENGINEER'S ESTIMATE:							106.05%		97.82%		125.28%		102.87%
						\$643,491.34		\$597,704.00		\$704,980.00		\$681,631.01	

Attachment: Bid Tally (Walnut Street and 4th Street Pathways Project Award to Eclipse Construction Services)



May 28, 2026

Mr. Jeff Jones, City Manager
City of Arvin
200 Campus Drive
Arvin, CA 93203 (jeffjones@arvin.org)

Dear Mr. Jones,

Kern County, as the lead agency for the Used Oil Program, will be submitting an annual application for the Used Oil Payment Program to CalRecycle on behalf of the County and participating jurisdictions for the Fiscal Year 2026-2027. As in prior years, your city may choose to be a participating jurisdiction.

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

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

The authorization letter should be on the city letterhead and addressed to CalRecycle. Both electronic and original wet ink signatures will be acceptable and must be either mailed to Kern County Public Works Department or directly emailed to guarnizo@kerncounty.com. Please arrange to submit a letter by June 12, 2026. This will allow the submittal of application in a timely manner.

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

Sincerely,

A black rectangular box redacting the signature of Dave Lee.

Dave Lee
Public Works Manager

I:\CLERICAL\LETTERS\2026\26_05_27 AG_mg.docx
Attachment:
cc; Oil Program



CITY OF ARVIN

MAYOR
Olivia Calderon

June XX, 2026

MAYOR PRO TEM
Jaime Perez

COUNCIL MEMBERS
Susana Reyes
Donny Horton
Tim Tarver

To: CalRecycle

CITY MANAGER
Jeff Jones

Sent via email to: guarnizoa@kerncounty.com

Aaron Guarnizoa, Waste Management Specialist
Kern County Public Works Department

RE: Letter of Authorization

I am the City Manager of the City of Arvin. I am authorized to contractually bind the City of Arvin. Pursuant to this authority, I hereby authorize the County of Kern to submit a regional Used Oil Payment Program (OPP) application and act as Lead Agency on behalf of the City of Arvin.

The County of Kern is hereby authorized to execute all documents necessary to implement and secure payment under the OPP.

Sincerely,

Jeff Jones, City Manager
(661) 854-3134
jeffjones@arvin.org

Phone (661) 854-3134
Fax (661) 854-0817

200 Campus Drive
P.O. Box 548
Arvin, California 93203



CITY OF ARVIN Staff Report

Meeting Date: June 9, 2026

TO: Arvin City Council

FROM: Christine Viterelli, Grants Manager
Jeff Jones, City Manager

SUBJECT: A Resolution of the City Council of the City of Arvin Adopting a List of Projects for the Fiscal Year 2026-2027 Funded by SB-1: The Road Repair and Accountability Act of 2017

BACKGROUND:

The City of Arvin provides road maintenance services to its citizens. The City plans to rehabilitate and construct new streets in Arvin using SB1 Funds under the Road Repair and Accountability Act. The Streets and Highway Code (SHC) Section 2032.5(a) articulates that the objective of the Local Streets and Roads Program is to address deferred maintenance on the local streets and roads through prioritization and delivery of basic road maintenance and rehabilitation projects as well as critical safety projects.

To receive its apportionment of road maintenance funds from the Controller, the City of Arvin must submit and adopt a list of projects to the California Transportation Commission (CTC) by July 1, 2026.

The SB1 program is an ongoing funding source for road projects for the fiscal year 2026/2027. Staff recommends relisting our 2025/2026 projects and including one new project (Walnut Street from Highway 223 to Sycamore Road). The estimated 2026-2027 SB1 apportionment is \$ 562,472. These road projects will benefit Arvin residents and the City of Arvin for at least 15 years.

Additionally, the City lists several grant application projects previously submitted through the competitive CMAQ and RSTP programs to meet the required match funds for these projects. The latest projects include road rehabilitation, complete streets initiatives, gap closures and repairs, and support for first-mile and last-mile active transportation improvements. Finally, a new Walnut Street project is planned on this list to develop CEQA and NEPA requirements, pre-construction plans and specs, construction, and to provide for matching funds, in anticipation of preparing a new grant application to meet federal standards.

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt the Resolution and the list of projects.

FINANCIAL IMPACT:

Staff has determined that submitting the list of projects for SB1 funds to the CTC has a significant positive financial impact on the implementation of road rehabilitation projects for the fiscal year 2026-2027.

ATTACHMENTS:

- 1) A Resolution of the City Council of the City of Arvin Adopting a List of Projects for Fiscal Year 2026-2027 Funded by SB-1: The Road Repair and Accountability Act of 2017; and Authorizing Related Actions.
- 2) Attachment “A” List of Projects.

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN,
CALIFORNIA APPROVING A PROJECT LIST FOR THE ROAD REPAIR
AND ACCOUNTABILITY ACT (SB 1) FOR FISCAL YEAR 2026/27****THE CITY COUNCIL OF THE CITY OF ARVIN RESOLVES AS FOLLOWS:****SECTION 1.** *Findings.*

The City Council finds as follows:

- A. Senate Bill 1 (“SB 1”), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the California Legislature and signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide.
- B. SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects are in progress or have been completed each fiscal year.
- C. The City must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, in the City budget, which must include a description and the location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement.
- D. The City is expected to receive an estimated \$562,472.00 in RMRA funding in Fiscal Year 26-27 from SB 1.
- E. The funding from the Act will help the City maintain and rehabilitate its streets throughout the City this year and several similar projects in the future.
- F. The 2023 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in a severely distressed condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into an acceptable condition.
- G. The SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

SECTION 2. *List of SB 1 Projects.*

- A. The list of projects that will be funded in part or solely with Fiscal Year 2026/27 Road Maintenance and Rehabilitation Account revenues, attached hereto as Attachment A, is approved.

B. Previously listed and adopted projects may also utilize Fiscal Year 2026-2027 Road Maintenance and Rehabilitation Account revenues. With the inclusion of these previously listed projects in this resolution, the City is reaffirming to the public and the State its intent to fund these projects with Road Maintenance and Rehabilitation Account revenues.

SECTION 3. *Submission of Documents.* The City Manager is authorized to submit all required documents to the California Transportation Commission, including the Council approved streets and the project list attached hereto as Attachment A.

SECTION 4. *Execution of Documents.* The City Manager, or his designee, is hereby authorized and empowered to execute in the name of the City of Arvin all program documents including, but not limited to, applications, agreements, amendments and request for payments, necessary to secure SB1 funds and implement the approved project from the RMRA program, subject to approval as to legal form by the City Attorney.

SECTION 5. *Certification.* The City Clerk will attest to and certify the passage and adoption of this Resolution.

SECTION 6. *Electronic Signatures.* This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 7. *Effective Date.* This Resolution will become effective immediately upon adoption.

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I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Arvin at a regular meeting thereof held on the 09th day of June 2026 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST

CECILIA VELA, City Clerk

CITY OF ARVIN

By: _____
OLIVIA CALDERON, Mayor

APPROVED AS TO FORM:

By: _____
STEPHANIE GUTIERREZ, City Attorney
Burke, Williams and Sorenson, LLP

I, _____, City Clerk of the City of Arvin, California, **DO HEREBY CERTIFY** that the foregoing is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of Arvin on the date and by the vote indicated herein.

Agency	Program	Funding FY	Submittal	PPNo	Project Status and FY Proposed	Project Type	Title	Description	Location	Components	Est Start	Est Completion	Est Useful Life	Est Total Project Cost	Assembly Districts	Senate Districts	Additional Project Elements	Elements	Description of Elements	Submit Date
City of Arvin	Local Streets and Roads Program	26/27	LSR-C6-FY 24/25-5370-001(RELISTED)	PP001	Relisted from 25/26	Road Maintenance and Rehab	4th Street Build Out	The City of Arvin will use 2025- 2026 SB1 Funds to design, plan, and construct 4th Street between Walnut and Campus Drive	Walnut between 4th and Campus Drive	Planning & engineering prepare specs, design, and construction	Oct-26	Dec-28	15 years	\$2,500,000	35	16	No	Complete Streets	The City of Arvin will plan, engineer, create plans, and construct the 4th Street buildout	est. 6/15/2026
City of Arvin	Local Streets and Roads Program	26/27	LSR-C6-FY 25/26-5370-001	PP002	Relisted from 25/26	Road Maintenance & Rehabilitation	4th Avenue and A Street	The City of Arvin will use 2025- 2026 SB1 Funds to design, plan, and construct new curb, gutter, and sidewalk where it currently doesn't exist on 4th Avenue (from A Street to Derby)	4th Avenue (from A Street to Derby)	Planning & engineering prepare specs, design, and construction	Oct-26	Dec-28	15 years	\$807,386	35	16	No	Complete Streets	The City of Arvin will plan, engineer, create plans, and rehabilitate 4th Avenue	est. 6/15/2026
City of Arvin	Local Streets and Roads Program	26/27	LSR-C6-25/26-5370-001	PP003	Relisted from 25/26	Road Maintenance & Rehabilitation	Sycamore Road from Comanche to Derby	The City of Arvin will use 2025- 2026 SB1 Funds to design, plan, and rehabilitate Sycamore Road from Comanche to Derby	Sycamore Road (from Comanche to Derby)	Planning & engineering prepare specs, design, and construction	Oct-26	Dec-28	15 years	\$2,233,000	35	16	No	Complete Streets	The City of Arvin will plan, engineer, create plans, and construct Sycamore Road from Comanche to Derby	est 06/15/2025
City of Arvin	Local Streets and Roads Program	26/27	LSR-C6-25/26-5370-001	PP004	Relisted from 25/26	Road Maintenance & Rehabilitation	Sycamore Road @ Comanche (Intersection)	The City of Arvin will use 2025- 2026 SB1 Funds to design, plan, and construct a signalized intersection with ADA curb ramps	Sycamore Road @ Comanche (Intersection)	Planning & engineering prepare specs, design, and construction	Oct-26	Dec-28	15 years	\$1,141,875	35	16	No	Complete Streets	The City of Arvin will plan, engineer, create plans, and construct a signalized intersection with ADA curb ramps	est. 6/15/2026
City of Arvin	Local Streets and Roads Program	26/27	LSR-C6-25/26-5370-001	PP005	Relisted from 25/26	Road Maintenance & Rehabilitation	Sycamore Road@ Meyer (Intersection)	The City of Arvin will use 2025- 2026 SB1 Funds to design, plan, and construct a signalized intersection with ADA curb ramps	Sycamore Road@ Meyer (Intersection)	Planning & engineering prepare specs, design, and construction	Oct-26	Dec-28	15 years	\$1,141,875	35	16	No	Complete Streets	The City of Arvin will plan, engineer, create plans, and construct a signalized intersection with ADA curb ramps	est. 6/15/2026
City of Arvin	Local Streets and Roads Program	26/27	LSR-C6-25/26-5370-001	PP006	Relisted from 25/26	Road Maintenance & Rehabilitation	Sycamore Road @ Derby (Intersection)	The City of Arvin will use 2025- 2026 SB1 Funds to design, plan, and construct a signalized intersection with ADA curb ramps	Sycamore Road @ Derby (Intersection)	Planning & engineering prepare specs, design, and construction	Oct-26	Dec-28	15 years	\$1,141,875	35	16	No	Complete Streets	The City of Arvin will plan, engineer, create plans, and construct a signalized intersection with ADA curb ramps	est. 6/15/2026
City of Arvin	Local Streets and Roads Program	26/27	LSR-C6-25/26-5370-001	PP007	Relisted from 25/26	Road Maintenance & Rehabilitation	North A Street (from SR223 to 5th Ave)	The City of Arvin will use 2025- 2026 SB1 Funds to design, plan, and construct new curb, gutter and sidewalk on North A Street from SR 223 to 5th Avenue	North A Street (from SR 223 to 5th Ave)	Planning & engineering prepare specs, design, and construction	Oct-26	Dec-28	15 years	\$807,386	35	16	No	Complete Streets	The City of Arvin will plan, engineer, create plans, and construct new curb, gutter, and sidewalk on North A Street from SR 223 to 5th Avenue	est. 6/15/2026
City of Arvin	Local Streets and Roads Program	26/27	LSR-C6-25/26-5370-001	PP008	Relisted from 25/26	Road Maintenance & Rehabilitation	Stockton Ave (from Franklin to Fallbrook Ave)	The City of Arvin will use 2025- 2026 SB1 Funds to design, plan, and rehabilitate Stockton Ave	Stockton Ave (from Franklin to Fallbrook Ave)	Planning & engineering prepare specs, design, and construction	Oct-26	Dec-28	15 years	\$807,386	35	16	No	Complete Streets	The City of Arvin will plan, engineer, create plans, and construct Stockton Avenue (from Franklin to Fallbrook Ave)	est. 6/15/2026
City of Arvin	Local Streets and Roads Program	26/27	LSR-C6-25/26-5370-001	PP009	Relisted from 25/26	Road Maintenance & Rehabilitation	Plumtree Drive (Orchard to 223)	The City of Arvin will use 2025- 2026 SB1 Funds to design, plan, and rehabilitate Plumtree Drive	Plumtree Drive (Orchard to 223)	Planning & engineering prepare specs, design, and construction	Oct-26	Dec-28	15 years	\$1,298,162	35	16	No	Complete Streets	The City of Arvin will plan, engineer, create plans, and construct Plumtree Rd. (Orchard to 223)	est. 6/15/2026
City of Arvin	Local Streets and Roads Program	26/27	LSR-C6-25/26-5370-001	PP010	Relisted from 25/26	Road Maintenance & Rehabilitation	Arvin Avenue (from Derby to B Street)	The City of Arvin will use 2025- 2026 SB1 Funds to design, plan, and construct a new curb, gutter, and sidewalk where it currently does not exist on Arvin Ave from Derby to B Street	Arvin Avenue (from Derby to B Street)	Planning & engineering prepare specs, design, and construction	Oct-26	Dec-28	15 years	\$1,288,000	35	16	No	Complete Streets	The City of Arvin will plan, engineer, create plans, and construct a new curb, gutter, and sidewalk on Arvin Ave (from Derby to B Street).	est. 6/15/2026

Attachment: SB1 Final List of Projects FY 2627 Arvin_0609.26 (SB1 List of Projects FY 26-27)

Agency	Program	Funding FY	Submittal	PPNo	Project Status and FY Proposed	Project Type	Title	Description	Location	Components	Est Start	Est Completion	Est Useful Life	Est Total Project Cost	Assembly Districts	Senate Districts	Additional Project Elements	Elements	Description of Elements	Submit Date
City of Arvin	Local Streets and Roads Program	26/27	LSR-C6-25/26-5370-001	PP11	Relisted from 25/26	Road Maintenance & Rehabilitation	4th Street from South Derby to South A St.	The City of Arvin will use 2025-2026 SB1 Funds to design, plan, and construct a new curb, gutter, and sidewalk where it currently does not exist on 4th Street from South Derby to South A street	4th Street from South Derby to South A St.	Planning & engineering prepare specs, design, and construction	Oct-26	Dec-28	15 years	\$1,288,000	35	16		Complete Streets	The City of Arvin will plan, engineer, create plans, and construct a new curb, gutter, and sidewalk on 4th Street from South Derby to South A Street)	est. 6/15/2026
City of Arvin	Local Streets and Roads Program	26/27	LSR-C6-25/26-5370-001	PP012	Relisted from 25/26	Road Maintenance & Rehabilitation	Olsen Street from Meyer St to South A St.	The City of Arvin will use 2025-2026 SB1 Funds to design, plan, and construct a new curb, gutter, and sidewalk where it currently does not exist on Olsen Street from Meyer St to South A St.	Olsen Street from Meyer St to South A St.	Planning & engineering prepare specs, design, and construction	Oct-26	Dec-28	15 years	\$1,067,000	35	16		Complete Streets	The City of Arvin will plan, engineer, create plans, and construct a new curb, gutter, and sidewalk on (Olsen Street from Meyer St to South A St)	est. 6/15/2026
City of Arvin	Local Streets and Roads Program	26/27	LSR-C6-25/26-5370-001	PP013	Relisted from 25/26	Road Maintenance & Rehabilitation	Meyer Street from SR 223 to Sycamore Ave	The City of Arvin will use 2025-2026 SB1 Funds to design, plan, and construct a new curb, gutter, and sidewalk where it currently does not exist on Meyer Street from SR 223 to Sycamore Rd.	Meyer Street from SR 223 to Sycamore Ave	Planning & engineering prepare specs, design, and construction	Oct-26	Dec-28	15 years	\$2,881,000	35	16		Complete Streets	The City of Arvin will plan, engineer, create plans, and construct a new curb, gutter, and sidewalk on Meyer Street from SR 223 to Sycamore Rd.	est. 6/15/2026
City of Arvin	Local Streets and Roads Program	26/27	LSR-C6-25/26-5370-001	PP014	Relisted from 25/26	Road Maintenance & Rehabilitation	Langford Street from Derby St to South A St	The City of Arvin will use 2025-2026 SB1 Funds to design, plan, and construct a new curb, gutter, and sidewalk where it currently does not exist on Langford Street from Derby St. to South A St.	Langford Street from Derby St to South A St	Planning & engineering prepare specs, design, and construction	Oct-26	Dec-28	15 years	\$1,129,000	35	16		Complete Streets	The City of Arvin will plan, engineer, create plans, and construct a new curb, gutter, and sidewalk on Langford Ave from Derby St. to South A St.	est. 6/15/2026
City of Arvin	Local Streets and Roads Program	26/27	LSR-C6-25/26-5370-001	PP015	Relisted from 25/26	Road Maintenance & Rehabilitation	Fallbrook Street from Derby St to South A St,	The City of Arvin will use 2025-2026 SB1 Funds to design, plan, and construct a new curb, gutter, and sidewalk where it currently does not exist on	Fallbrook Street from Derby St to South A St.	Planning & engineering prepare specs, design, and construction	Oct-26	Dec-28	15 years	\$1,126,000	35	16		Complete Streets	The City of Arvin will plan, engineer, create plans, and construct a new curb, gutter, and sidewalk on Fallbrook Street from Derby St. to	est. 6/15/2026
City of Arvin	Local Streets and Roads Program	26/27	LSR-C6-26/27	PP016	New	Road Maintenance & Rehabilitation	Walnut Street from Highway 223 to Sycamore Road	The City of Arvin will use 2025-2026 SB1 Funds to design, plan, and construct 4th Street between Walnut and Campus Drive	Walnut Street from Highway 223 to Sycamore Road	Planning & engineering prepare specs, design, and construction	Oct-26	Dec-28	15 years	\$ 3,400,000	35	16		Complete Streets	The City of Arvin will plan, prepare CEQA, NEPA, engineer, create plans, and rehabilitate and construct Walnut Street	est. 6/15/2026

Attachment: SB1 Final List of Projects FY 2627 Arvin_0609.26 (SB1 List of Projects FY 26-27)



CITY OF ARVIN Staff Report

Meeting Date: June 9, 2026

TO: Arvin City Council

FROM: Jeff Jones, City Manager

SUBJECT: Authorization for City Manager to Execute Agreement with Kern County for Participation in the Work Release Program

BACKGROUND:

The Kern County Sheriff administers a Work Release Program that allows eligible sentenced offenders to perform supervised public service work in lieu of incarceration. The City of Arvin has the opportunity to participate in this program by utilizing workers for projects such as maintenance, cleanup, and beautification activities within the City's jurisdiction.

Provisions of Agreement

Under the agreement, the County, through the Sheriff, will provide eligible work release participants to the City on an as available basis for labor intensive work. The City assumes full responsibility for the supervision and control of Workers while they are assigned to City projects. This includes ensuring appropriate oversight at all times, maintaining safe working conditions, and preventing commingling of Workers with the general public except as necessary for supervision and quality control.

The City is responsible for providing all necessary materials, tools, equipment, transportation, and safety gear at its own expense. The City must also ensure that all work is performed safely and in compliance with applicable laws and regulations, and must provide Workers with a minimum of eight hours of work per day, not to exceed ten hours.

All Workers must be supervised by qualified City personnel who meet specific requirements, including age, licensing, and first aid certification, and who complete training with the County's Work Release Program. The Sheriff retains the authority to inspect work sites and may suspend the City's participation for failure to comply with the agreement or program requirements.

The agreement incorporates detailed operational requirements through Exhibit "A," which governs day-to-day supervision and worksite practices. These requirements include maintaining accurate attendance records, conducting periodic attendance checks, enforcing strict behavioral rules, and ensuring that Workers follow all safety and conduct protocols. Supervisors are required to monitor Workers continuously, enforce rules related to conduct and safety, and promptly report any incidents, injuries, or violations to the Work Release Program office.

With respect to liability and risk, the City assumes full responsibility for Workers during the period they are assigned to City projects. Workers are treated as City employees for purposes of liability, and the City is responsible for all injury claims, medical costs, and workers' compensation coverage. The City must indemnify and defend the County against claims arising out of the City's use of Workers or performance under the agreement.

The agreement term extends through June 30, 2028, unless terminated earlier. Either party may terminate the agreement with thirty days' written notice, and the Sheriff may suspend participation immediately for noncompliance with program requirements. Additional provisions address legal compliance, recordkeeping and audit rights, non-discrimination, confidentiality, and other standard contractual terms governing the relationship between the parties.

Benefits of the Program

Participation in the program provides the City with access to a cost-effective labor source to support maintenance and beautification efforts, while also contributing to a rehabilitative program that benefits the broader community.

The agreement establishes a beneficial partnership with Kern County that allows the City to augment its workforce for labor-intensive projects while maintaining defined responsibilities for supervision, safety, and liability.

STAFF RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute an agreement with the County of Kern for participation in the Kern County Sheriff's Work Release Program.

FINANCIAL IMPACT:

There is no direct fee associated with participation in the Work Release Program. However, the City will incur indirect costs related to supervision, transportation, equipment, etc.

ATTACHMENTS:

1. Kern County Agreement for Participation in Work Release Program

AGREEMENT

FOR

PARTICIPATION IN WORK RELEASE PROGRAM

(County of Kern – City of Arvin)

THIS AGREEMENT has been entered into this ____ day of _____, 2026, by and between the COUNTY OF KERN, a political subdivision of the State of California (“**County**”), and CITY OF ARVIN, a municipal corporation in the County of Kern (“**Contractor**”). County and Contractor may be individually referred to as “**Party**” and collectively as “**Parties.**”

RECITALS

- A. The Sheriff of County administers a Work Release Program for the placement of sentenced, minor offenders (“**Workers**”); and
- B. Contractor desires to borrow and utilize such Workers for certain labor-intensive work within properties under the jurisdiction of the Contractor and Contractor agrees to borrow and make use of such Workers under the terms and conditions hereafter set forth; and
- C. Section 4024.2 of the Penal Code of the State of California allows the County Board of Supervisors to authorize the Sheriff to provide such a voluntary program for the benefit of the public; and
- D. The Board of Supervisors finds that the use of such labor for the purposes hereinafter set forth is necessary and will benefit the citizens of the County of Kern;

It is mutually agreed as follows:

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

2. **Responsibilities of Contractor:**

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

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

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

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

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

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

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

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

is found to be any employee within the meaning of Labor Code Section 3351, or other applicable statute. Proof of the existence of such coverage, to the satisfaction of the County Insurance and Claims Officer, shall be provided prior to any Worker being loaned to Contractor.

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

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

Contractor shall employ a sufficient number of authorized work site supervisors to permit constant supervision of all Workers utilized by Contractor. The Sheriff shall have the right under this Agreement to conduct job site inspections to ensure that sound supervision practices are being used by the appointed work site supervisors. The Sheriff shall provide such approved personnel with specific requirements related to the proper supervision of Workers. A copy of such requirements is attached hereto, marked **Exhibit "A"**, and incorporated herein by this reference. Upon failure to comply with any term or condition of this Agreement or any requirement set forth in **Exhibit "A"** hereof, the Sheriff, or his authorized representative, may immediately suspend

Contractor's use of any Workers provided pursuant to this Agreement. Whether any term or condition of this Agreement or any requirement set forth in **Exhibit "A"** hereof has not been complied with shall be determined by the office of the Chief Deputy of Detentions whose determination shall be final and binding on Contractor.

4. **Term:** This Agreement shall be effective as of the date first herein above written and shall terminate on **June 30, 2028**, provided however, that in addition to the power of the Sheriff to terminate this Agreement as provided for in **Paragraph 3** hereof, either Party hereto may terminate this Agreement by giving thirty (30) days prior written notice to the other Party specifying the termination date.

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

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

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

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

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

insured retentions under all required insurance policies upon the submission of any claim by Contractor or County as an additional insured.

A. Workers' Compensation and Employees Liability Insurance Requirement:

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

(2) Contractor shall require any sub-contractors to provide workers' compensation for all of the sub-contractor's employees, unless the sub-contractors' employees are covered by the insurance afforded by Contractor. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Contractor shall provide and/or each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

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

B. Liability Insurance Requirements:

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

(a) Commercial General Liability Insurance, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, and Personal Injury (including bodily injury and death) and Property Damage for liability arising out of Contractor's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on behalf of the named

insured. Contractor shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by the Agreement shall be the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence and four million dollars (\$4,000,000) aggregate.

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

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

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

(4) If any of the insurance coverage required under this Agreement is written on a claims-made basis, Contractor, at Contractor's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; or (ii) purchase an extended reporting

period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

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

D. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement, except as otherwise indicated herein. Each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. Such notice shall be by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements stated herein, Contractor shall immediately obtain replacement coverage for any insurance policy that is terminated, cancelled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

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

F. If Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor shall provide coverage equivalent to the insurance

coverage and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Contractor is equivalent to the above-required coverage.

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

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

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

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

Notice to County shall be made to:

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

Notice to Contractor shall be made to:

**City of Arvin
Attn: City Manager
200 Campus Drive
Arvin, CA. 93203
(661) 854-3134**

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

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

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

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

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

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

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

14. **Non-Discrimination:** No Party, nor any officer, agent, employee, servant or subcontractor of any Party shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age or sex, either directly, indirectly or through contractual or other arrangements.

15. **Independent Contractors:** In the performances of the services under this Agreement, the Parties shall be, and acknowledge that they are in fact and law, independent contractors and not agents or employees of the other. Each has, and shall retain, the right to exercise full supervision and control over the manner and methods of providing services under this Agreement. Each retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting in the provision of services under this

Agreement and shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employment taxes whether federal, state or local, and compliance with any and all other laws regulating employment.

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

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

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

19. **Confidentiality:** Neither Party shall, without the written consent of the other, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner as they protect its own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph will continue to survive.

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

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

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

23. **Audit, Inspection, and Retention of Records:** The Contractor agrees to maintain and make available accurate books and records relative to its activities under this Agreement. Contractor shall permit County to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, record or personnel (except as prohibited by law) or other data related to all other matters under this Agreement. The data and records shall be maintained in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit,

whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same right of inspection.

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

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

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

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

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

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

APPROVED AS TO CONTENT:

KERN COUNTY SHERIFF “COUNTY”

CITY OF ARVIN, “CONTRACTOR”

By: _____

By: _____

Joel Swanson, Chief Deputy

Jeff Jones, City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

**Office of the County Counsel
Kern County**

Burke, Williams, & Sorensen, LLP

By: _____

By: _____

**Kathleen Rivera
Chief Deputy County Counsel**

**Stephanie Gutierrez
City Attorney**

EXHIBIT "A"
INSTRUCTIONS FOR DEPARTMENT AND WORK SITE SUPERVISORS

KERN COUNTY SHERIFF'S OFFICE
WORK RELEASE PROGRAM

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

A. VERIFICATION OF ATTENDANCE AND WORK:

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

B. REQUIREMENT OF PROPER CLOTHING AND SAFETY EQUIPMENT:

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

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

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

C. MAINTAINING AN ORDERLY WORK SITE:

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

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

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

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

D. AIDING WORKERS WHO ARE INJURED OR ILL:

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

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

E. COMMUNICATIONS WITH THE WORK RELEASE PROGRAM OFFICE:

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

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

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



CITY OF ARVIN Staff Report

Meeting Date: June 9, 2026

TO: Arvin City Council

FROM: Stephanie Gutierrez, City Attorney
Jeff Jones, City Manager

SUBJECT: Approval of First Amendment to Agreement No. 2025-09 with Burke, Williams & Sorensen, LLP for City Attorney Services

BACKGROUND:

On April 14, 2025, the City entered into Agreement No. 2025-09 with BWS for City Attorney services, attached hereto as Attachment 2. The Agreement established the scope of services, staffing, and compensation structure for legal services provided to the City.

The proposed First Amendment updates Attachments “A” (Scope of Services) and “B” (Compensation) to reflect current service needs and revised fee structure.

Summary of Proposed Amendment

This First Amendment, attached hereto as Attachment 1, modifies the Agreement by replacing Attachments “A” and “B” in their entirety, while leaving all other terms unchanged. The updated attachments continue to provide comprehensive City Attorney services, including general legal services, municipal law, litigation, and training support, with revised compensation terms.

The revisions to the General Legal Services retainer are intended to improve overall cost efficiency for the City. The increased monthly retainer and expanded hour threshold incorporate a broader range of day to day legal services that were not previously included, thereby reducing the need for separate billable work for routine matters. As a result, most ongoing legal assistance, including regular operational support, advisory services, and standard document review, will now be covered within the retainer. This structure is expected to provide more predictable costs and reduce overall expenditures by limiting separately billed services to discrete, complex, or special projects that fall outside the scope of routine municipal operations.

STAFF RECOMMENDATION:

City staff recommends that the City Council approve the First Amendment to Agreement No. 2025-09 with Burke, Williams & Sorensen, LLP (“BWS”) and authorize the Mayor to execute the Amendment.

FINANCIAL IMPACT:

The Amendment increases the monthly retainer for General Legal Services from \$15,000 to \$25,000 and expands the included service level from 60 hours to 98 hours per month. While the base retainer amount increases, the expanded scope of services is expected to improve overall cost efficiency.

ATTACHMENTS:

1. First Amendment to Legal Services Agreement with BWS
2. Agreement No. 2025-09

**FIRST AMENDMENT TO
AGREEMENT NO. 2025-09 BETWEEN
THE CITY OF ARVIN AND
BURKE, WILLIAMS AND SORENSEN, LLP**

THIS FIRST AMENDMENT (“Amendment”) is made and entered into this 9th day of June 2026, by and between the CITY OF ARVIN, a general law city and municipal corporation (“Client”), and Burke, Williams and Sorensen, LLP, a California limited liability partnership (“Burke”).

- 1. AMENDMENT.** Pursuant to Section 19 of Agreement No. 2025-09 (“Agreement”), Attachments “A” and “B” are amended to read as set forth in Exhibit A attached hereto.
- 2. ELECTRONIC SIGNATURES.** This Agreement may be executed by the Parties on any number of separate counterparts, and all such counterparts so executed constitute one Agreement binding on all the Parties notwithstanding that all the Parties are not signatories to the same counterpart. In accordance with Government Code §16.5, the Parties agree that this Agreement, Agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signatures will be treated in all respects as having the same effect as an original signature.
- 3. COUNTERPARTS.** This Amendment may be executed in any number or counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date.
- 4. EFFECT OF AMENDMENT.** Except as modified by this Amendment, all other terms and conditions of Agreement No. 2025-09 remain the same.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

DATED: _____

CITY OF ARVIN

By: _____

Olivia Calderón
Mayor
Address: 200 Campus Drive, Arvin, CA 93203
Telephone: (661) 854-3134

DATED: _____

BURKE, WILLIAMS & SORENSEN, LLP

By: _____

Eric S. Vail
Equity Partner
Chair of the Public Law Practice Group

EXHIBIT A

Attachment "A"

Burke shall discharge the duties of the offices of the City Attorney.

1. Designation of City Attorney

Stephanie Gutierrez is designated as City Attorney. The parties understand and agree that Burke may, from time to time, utilize other attorneys within the firm to assist Ms. Gutierrez in the performance of this Agreement.

2. General Legal Services – Basic Retainer

General Legal Services are routine, customary legal services for normal operations of Client and include the following:

- i. Attendance at all City Council meetings and Planning Commission meetings, as requested.
- ii. Review and comment upon agenda reports, resolutions, and other documents.
- iii. Draft revisions to ordinances, resolutions and contracts.
- iv. Office hours on meeting days.
- v. Meetings and Phone conversations with Council Members, City Manager, and Department Heads.
- vi. Attendance at Department Head Meetings.
- vii. Preparation of attorney client privilege closed session memoranda for City Council.
- viii. Providing advice regarding compliance with the Brown Act, Public Records Act, Political Reform Act and Levine Act.
- ix. Review of Form Service Agreements, Professional Service Agreements and Minor Repair / Construction work (on forms provided by Burke).
- x. General Law Enforcement Advice and Counsel.
- xi. General Human Resources Advice and Counsel.

3. Litigation and Special Services

A. General Municipal Work

All legal services that do not fall within the scope of General Legal Services described in Section 2 and are of a non-routine nature that, due to its complexity, require additional analysis and research. General Municipal Work includes, but is not limited to the following:

- i. Prevailing wage law compliance.
- ii. Election issues.
- iii. Drafting of contracts other than those noted in Section 2.

B. Specialty Work (Non-Reimbursable)

Transactional or litigation matters when Client will not be reimbursed by a third party, including, but not limited to:

- i. Complex land use entitlement processing.
- ii. Public works and affordable housing transactions.
- iii. CEQA and environmental compliance.
- iv. Disputed or interactive personnel matters (e.g., grievance or ADA interactive process).
- v. Labor Negotiations.
- vi. Complex labor and employment advice and counsel.
- vii. Law enforcement litigation.
- viii. Administrative hearings.

C. Specialty Work (Reimbursable)

Transactional or litigation matters when the City will be reimbursed by a third party, including, but not limited to:

- i. Review of CEQA documents.
- ii. Land use entitlement processing.
- iii. Litigation matters involving development projects.

D. Tort Litigation and Code Enforcement

This shall include code enforcement advice and litigation, administrative proceedings and defense in tort liability actions.

E. In Service Training

In Service Training includes:

- i. Focused Trainings on the Brown Act, Conflicts of Interest or Public Ethics.
- ii. Land Use 101.
- iii. AB 1234.
- iv. Basic Contract Drafting and Administration.
- v. Public Document Retention and Destruction.
- vi. Public Records Act Training.

Attachment "B"

Burke may adjust its hourly rates and other fees upon thirty (30) days' prior written notice to Client. Any such adjustment shall not exceed the percentage increase in the Consumer Price Index (CPI) for Los Angeles-Long Beach-Anaheim.

1. General Legal Services (Basic Retainer)

Fixed or "capped" retainer of \$25,000 per month for provision of all General Legal Services, as defined in Attachment "A." Section 2. This shall include a maximum of 98 hours per month and shall be remitted to Burke on or before the 1st of each month.

Hourly rates for General Legal Services rendered beyond 98 hours per month shall be:

Partners	\$280
Associates	\$260
Paralegals	\$160

2. General Municipal Work (Outside Scope of Retainer)

Partners	\$280
Associates	\$260
Paralegals	\$160

3. Specialty Work (Non-Reimbursable)

Partners	\$325
Associate Attorneys	\$275

4. Specialty Work (Reimbursable)

Partners	\$450
Associate Attorneys	\$400

5. Tort Litigation and Code Enforcement

Partners	\$275
Associate Attorneys	\$260

6. In Service Trainings

In Service Trainings are provided at no cost, upon request.



BURKE, WILLIAMS & SORENSEN, LLP

444 South Flower Street - 40th Floor
 Los Angeles, California 90071-2942
 voice 213.236.0600 - fax 213.236.2700
 www.bwslaw.com

CITY OF ARVIN
CITY CLERK'S OFFICE
 AGMT NO 2025-01

Direct No.: 213.236.2818
 jwelsh@bwslaw.com

April 11, 2025

City of Arvin
 200 Campus Drive
 Arvin, CA 93203

Re: Retainer Agreement for Legal Services

Honorable Mayor Calderon:

We are pleased to represent CITY OF ARVIN with respect to the matters described in this Agreement. The following sets forth the terms pursuant to which **BURKE, WILLIAMS & SORENSEN, LLP** ("Burke") and **CITY OF ARVIN** ("Client") agree that Burke will provide legal services to Client. The hallmark of any productive professional relationship is effective communication, and we would invite you to contact us at any time during or after our representation with regard to any questions you may have associated with our representation, or the matters described herein.

1. CONDITIONS. This Agreement will not take effect, and Burke will have no obligation to provide legal services, until Client returns a signed copy of this Agreement and pays the deposit called for under Paragraph 5. The effective date of this Agreement will be April 14, 2025.

2. SCOPE OF SERVICES. Client hires Burke to provide legal services in the matters set forth in Attachment "A" to this Agreement. No representation outside of the matters set forth in Attachment "A" to this Agreement shall be provided by Burke to Client. No representation of any directors, officers, employees, shareholders, or any other persons or entities affiliated with Client shall be provided unless such representation is expressly included in Attachment "A" to this Agreement. Burke will provide those legal services reasonably required to represent Client. Burke will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. If a court action is filed, Burke will represent Client through trial and post-trial motions. This Agreement does not cover representation on appeal (including administrative writ appeals) or in execution proceedings after judgment. Separate arrangements must be agreed to for those services. Services in any matter not described above will require a separate written agreement or a written modification to this Agreement.

4932-2982-9428 v2



City of Arvin
April 11, 2025
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3. CLIENT'S DUTIES. Client agrees to be truthful with Burke, to cooperate, to keep Burke informed of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Burke's bills on time, and to keep Burke advised of Client's address, telephone number, and whereabouts. Client will assist Burke in providing necessary information and documents and will appear when necessary at legal proceedings.

4. CONFLICTS OF INTEREST. Before accepting representation of Client, Burke has undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest or adversity of positions between Client and any other person or entity that would bar Burke from representing Client in general or in any of the specific matters listed in Attachment "A". Burke has reviewed this issue in accordance with the Rules of Professional Conduct adopted in California. Burke believes that those rules, rather than the rules of any other jurisdiction, are applicable to Client's representation. Client's execution and return of the enclosed copy of this letter represents an express agreement to the applicability of the Rules of Professional Conduct adopted in California to any and all representation arising under this Agreement.

5. REPLENISHING DEPOSIT / RETAINER. To commence the representation under this Agreement effective April 14, 2025, Client must provide Burke with a replenishing deposit, otherwise known as a retainer, totaling the amount(s) listed in Attachment "A" to this Agreement. Burke will hold the deposit in Burke's trust account and apply it to each statement when rendered by Burke. Client will pay any additional balance due upon receipt of Burke's statements each month and also will replenish the deposit each month in the amount of all payments made to Burke from the deposit. At the conclusion of the matter, the deposit will be applied to the final statement, in which event Client will be responsible for any amount due over and above the deposit or be entitled to a refund of any amount remaining after the final statement is satisfied in full.

6. LEGAL FEES AND BILLING PRACTICES. Client agrees to pay by the hour at Burke's prevailing rates for all time spent on Client's matter by Burke's legal personnel. Current hourly rates for legal personnel are set forth in Attachment "B" to this Agreement.

Burke's rates are subject to change on 30 days' written notice to Client. Rates shall automatically increase annually on January 1 of each year as set forth in Attachment "B" to this Agreement. If Client declines to pay increased rates, Burke will have the right to withdraw as attorney for Client.

City of Arvin
 April 11, 2025
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The time charged will include the time Burke spends on telephone calls relating to Client's matter, including calls with Client, witnesses, opposing counsel or court personnel. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent. Burke will charge for waiting time in court and elsewhere and for travel time, both local and out-of-town.

7. COSTS AND OTHER CHARGES.

(a) Burke will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include: service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees, unavoidable administrative staff and secretarial overtime, and other similar items. Except for the items listed below, all costs and expenses will be charged at Burke's cost.

In-office photocopying/page:	\$.20
In-office color photocopying/page	\$ 1.00
Facsimile charges/page:	\$ 1.00
Mileage/mile:	\$.70 (per IRS notices)
All other costs reasonably and necessarily incurred in performing services for the City:	At cost

(b) *Out-of-town travel.* Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Burke's personnel, excluding the City Attorney. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) *Experts, Consultants and Investigators.* To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants, investigators, and outsourced support services. Client agrees to pay such



City of Arvin
 April 11, 2025
 Page 4

fees and charges. Burke will select any expert witnesses, consultants, investigators or support services to be hired, and Client will be informed of persons chosen and their charges.

Additionally, Client understands that if the matter proceeds to court action or arbitration, Client may be required to pay fees and/or costs to other parties in the action. Any such payment will be entirely the responsibility of Client.

8. BILLING STATEMENTS. Burke will send Client periodic statements for fees and costs incurred. Each statement will be payable within 30 days of its mailing date. Client may request a statement at intervals of less than 30 days. If Client so requests, Burke will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

9. INTEREST CHARGES. If a billing statement is not paid by its due date, interest will be charged on the principal balance (fees, costs, and disbursements) shown on the statement. Interest will be calculated by multiplying the unpaid balance by the periodic rate of .833% per month (TEN PERCENT [10%] ANNUAL PERCENTAGE RATE). The unpaid balance will bear interest from the date of the invoice until paid.

10. LIEN. Client hereby grants Burke a lien on any and all claims or causes of action that are the subject of the representation under this Agreement. The lien will be for any sums owing to Burke at the conclusion of services performed. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement or otherwise. The effect of such a lien is that Burke may be able to compel payment of fees and costs from any such funds recovered on behalf of Client even if Burke has been discharged before the end of the case. Because a lien may affect Client's property rights, Client may seek the advice of an independent lawyer of Client's choice before agreeing to such a lien. By initialing this paragraph, Client represents and agrees that Client has had a reasonable opportunity to consult such an independent lawyer and—whether or not Client has chosen to consult such an independent lawyer—Client agrees that Burke will have a lien as specified above.

 cc (Client Initial Here) *BJW* (Burke Initial Here)

11. DISCHARGE AND WITHDRAWAL. Client may discharge Burke at any time by providing a thirty (30) day written notice. Burke may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Burke's advice on a material matter or any fact or



City of Arvin
April 11, 2025
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circumstance that would render Burke's continuing representation unlawful or unethical. When Burke's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Burke will, upon Client's request, deliver Client's file, and property in Burke's possession unless subject to the lien provided in Paragraph 10 above, whether or not Client has paid for all services.

12. DOCUMENT RETENTION POLICY. Client is entitled upon written request to any files in Burke's possession relating to the legal services performed by Burke for Client, excluding Burke's internal accounting records and other documents not reasonably necessary to Client's representation, subject to Burke's right to make copies of any files withdrawn by Client. Once a matter is concluded, Burke will close the file, and Client will receive notice thereof. Client's physical files may be sent to storage offsite, and thereafter there may be an administrative cost for retrieving them from storage. Thus, it is recommended that Client request the return of a file at the conclusion of a matter. Under Burke's document retention policy, Burke normally destroys files five (5) years after a matter is closed, unless other arrangements are made with Client.

All client-supplied materials and all attorney end product (referred to generally as "client material") are the property of Client. Attorney end product includes, for example, finalized contracts, pleadings, and trust documents. Attorney work product is the property of Burke. Attorney work product includes, for example, drafts, notes, internal memoranda and electronic files, and attorney representation and administration materials, including attorney-client correspondence and conflicts materials.

After the close of a matter, Burke will notify Client of any client materials that remain in Burke's possession. Client will be invited to retrieve these client materials within 45 days of notice, or Client may direct Burke to forward the client materials to Client, at Client's expense. If within 45 days of this notice Client fails to retrieve the client materials or request Burke to forward them, Client authorizes Burke to destroy the client materials.

After the 45-day period, Burke will, consistent with all applicable rules of professional conduct, use its discretion as to the retention or destruction of all attorney work product and any client materials that remain with Burke.

13. TECHNOLOGY. At its discretion, unless otherwise stated, Burke will employ technology to facilitate electronic discovery. This may include scanning of paper documents, culling of documents, converting electronically stored information into



City of Arvin
 April 11, 2025
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a format suitable for review, the usage of electronic review software, etc. Applicable associated costs, including electronic storage and transfer costs, will be billed to Client.

Burke uses artificial intelligence tools known as Co-Counsel 1.0 and Co-Counsel 2.0 in the representation of Client. The tools do not permit the vendor (Thomson Reuters) to acquire ownership or control or to use information for the vendor's purposes outside the protection of the attorney-client privilege or the attorney work product doctrine. Burke continues to maintain control over Client's confidential information during the use of the tools mentioned here. Burke's AI policy does not authorize the use of any other generative or agentic AI.

14. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Burke's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Burke makes no such promises or guarantees. Burke's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Burke shall not be a guarantee. Actual fees may vary from estimates given.

15. MEDIATION/ARBITRATION; WAIVER OF JURY TRIAL. If a dispute arises out of or relating to any aspect of this Agreement between Client and Burke, or the breach thereof, and if the dispute cannot be settled through negotiation, Burke and Client agree to discuss in good faith the use of mediation before resorting to arbitration, litigation, or any other dispute resolution procedure. Nothing herein shall limit or otherwise affect your right under Sections 6200-6206 of the California Business and Professions Code to request arbitration of any fee dispute by an independent, impartial arbitrator or panel of arbitrators through a bar association program created solely to resolve fee disputes between lawyers and clients. However, should discussions, mediation or the non-binding arbitration provided through a local bar association program not resolve the dispute, the dispute shall be determined by binding arbitration before the American Arbitration Association under its then prevailing commercial arbitration rules, except that discovery may be taken in that arbitration pursuant to the California Code of Civil Procedure. The claims or controversies subject to this provision shall include, without limitation, any claim of professional negligence or malpractice. The arbitration shall be held in Los Angeles, California, unless we mutually select another venue, and judgment may be entered upon the arbitrator's award by any court having jurisdiction. Should you refuse or neglect to appear or participate in the arbitration proceedings, the arbitrator is empowered to decide the claim or controversy in accordance with the evidence presented. You should realize that by accepting the arbitration provision, YOU WILL WAIVE YOUR RIGHT TO A JURY TRIAL AND THE



City of Arvin
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RIGHT, EXCEPT UNDER LIMITED CIRCUMSTANCES, TO APPEAL THE ARBITRATOR'S DECISION.

 ac (Client Initial Here) *ggw* (Burke Initial Here)

16. ATTORNEYS' FEES CLAUSE. The prevailing party in any action or proceeding arising out of or to enforce any provision of this Agreement, with the exception of a fee arbitration or mediation under Business and Professions Code Sections 6200-6206, will be awarded reasonable attorneys' fees and costs incurred in that action or proceeding, or in the enforcement of any judgment or award rendered.

17. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

18. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

19. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them, or an oral agreement only to the extent that the parties carry it out.

20. EFFECTIVE DATE. This Agreement will govern all legal services performed by Burke on behalf of Client commencing with the date Burke first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Burke the reasonable value of any services Burke may have performed for Client.


THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE BURKE FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.



City of Arvin
April 11, 2025
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DATED: 04/14/25

CITY OF ARVIN

By: 
Olivia Calderon
Mayor
Address: 200 Campus Drive, Arvin, CA 93203
Telephone: (661) 854-3134

DATED: 4/11/2025

BURKE, WILLIAMS & SORENSEN, LLP

By: 
John J. Welsh
Managing Partner

Enclosure: return copy



City of Arvin
April 11, 2025
Page 9

Attachment "A"

Burke shall discharge the duties of the offices of the City Attorney.

1. Designation of City Attorney

Stephanie Gutierrez is designated as City Attorney. The parties understand and agree that Burke may, from time to time, utilize other attorneys within the firm to assist Ms. Gutierrez in the performance of this Agreement.

2. General Legal Services – Basic Retainer

General Legal Services are routine, customary legal services for normal operations of Client and include the following:

- (a) Attendance at all City Council meetings and Planning Commission meetings, as requested.
- (b) Review and comment upon agenda reports, resolutions, and other documents.
- (c) Office hours on meeting days.
- (d) Meetings and Phone conversations with Council Members, City Manager, and Department Heads.
- (e) Attendance at Department Head Meetings.
- (f) Preparation of attorney client closed session memoranda for City Council.
- (g) Providing advice regarding compliance with the Brown Act, Public Records Act, Political Reform Act and Levine Act.
- (h) Review of Form Service Agreements, Professional Service Agreements and Minor Repair / Construction work (on forms provided by Burke).
- (i) General Law Enforcement Advice and Counsel.

3. Litigation and Special Services

- (a) *General Municipal Work*



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All legal services that do not fall within the scope of General Legal Services described in Section 2 and are of a non-routine nature that, due to its complexity, requires additional analysis and research. General Municipal Work includes, but is not limited to the following:

- (i) Prevailing wage law compliance
- (ii) Elections issues.
- (iii) Drafting of substantial revisions to ordinances, resolutions and contracts.
- (iv) Drafting of contracts other than noted in Section 2.
- (b) *Specialty Work (Non-Reimbursable)*

Transactional or litigation matters when Client will not be reimbursed by a third party, including, but not limited to:

- (i) Complex land use entitlement processing.
- (ii) Public works and affordable housing transactions.
- (iii) CEQA and environmental compliance.
- (iv) Disputed or interactive personnel matters (e.g., grievance or ADA interactive process)
- (v) Human Resources and Labor Negotiations.
- (vi) Law Enforcement litigation.
- (vii) Administrative hearings.
- (c) *Specialty Work (Reimbursable)*

Transactional or litigation matters when the City will be reimbursed by a third party, including, but not limited to:

- (i) Review of CEQA documents.

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April 11, 2025
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- (ii) Land use entitlement processing.
- (iii) Litigation matters involving development projects.

(d) *Tort Litigation and Code Enforcement*

This shall include code enforcement advice and litigation, administrative proceedings and defense in tort liability actions.

(e) *In Service Training*

In Service Training includes:

- Ethics.
- (i) Focused Trainings on the Brown Act, Conflicts of Interest, or Public
 - (ii) Land Use 101
 - (iii) AB 1234 Training
 - (iv) Basic Contract Drafting and Administration
 - (v) Public Document Retention and Destruction
 - (vi) Public Records Act Training



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Attachment "B"

The following rates will remain effective through June 30, 2026, and at that time will be re-evaluated by the parties.

1. General Legal Services (Basic Retainer)

Fixed or "capped" retainer of \$15,000 per month for provision of all General Legal Services, as defined in Attachment "A." Section 2. This shall include a maximum of 60 hours per month and shall be remitted to Burke on or before the 1st of each month.

Hourly rates for General Legal Services rendered beyond 60 hours per month shall be:

Partners	\$280
Associates	\$260
Paralegals	\$160

2. General Municipal Work (Outside Scope of Retainer)

Partners	\$280
Associates	\$260
Paralegals	\$160

3. Specialty Work (Non-Reimbursable)

Partners	\$325
Associate Attorneys	\$275



City of Arvin
April 11, 2025
Page 13

4. Specialty Work (Reimbursable)

Partners	\$450
Associate Attorneys	\$400

5. Tort Litigation and Code Enforcement

Partners	\$275
Associate Attorneys	\$260

6. In Service Trainings

In Service Trainings are provided at no cost, upon request.



CITY OF ARVIN Staff Report

Meeting Date: June 9, 2026

TO: Honorable Mayor, Mayor Pro Tem, and Members of City Council

FROM: Stephanie Gutierrez, City Attorney
Jeff Jones, City Manager / Finance Director

SUBJECT: Ordinance Establishing Regulations for the Use, Custody, and Protection of the City Seal, Logo and Related Insignia

BACKGROUND:

The Arvin Municipal Code (AMC) and other adopted policies currently lack detailed provisions governing the use of the City's official seal, logo, and other insignia, as shown:

Arvin Seal:



Arvin Logo:



Under California law, it is a misdemeanor to use a city seal with the intent to create the false impression that a document is authorized by a public official (Gov. Code § 34501.5). Additionally, using the City seal to mislead voters into believing a communication originates

from the City may constitute a violation of California election law (Elec. Code § 18304).

State law designates the City Clerk as the custodian of the City seal (Gov. Code § 40811), though it does not specify the scope of custodial responsibilities. The proposed ordinance affirms the City Clerk's authority in this role.

While the aforementioned state laws provide some safeguards against misuse of the City's seal, they do not address broader questions regarding permissible use—such as who may use the seal, in what context, and under what authority. With modern technology making it easy to replicate and distribute official insignia, there is an increased risk of unauthorized use that may mislead the public or imply City endorsement.

To address this gap, staff recommends adoption of the attached ordinance. This ordinance would establish clear guidelines for the use of the City's seal, logo, and other insignia, limiting their use to official City business or other expressly authorized purposes. It would also empower the City Manager to implement and oversee a policy governing use by City staff. Furthermore, the ordinance introduces civil penalties and a misdemeanor offense for malicious or commercial misuse that undermines the public interest.

STAFF RECOMMENDATION:

Introduce by title only and waive further reading of Ordinance adding Chapter 1.03 to the Arvin Municipal Code regarding custody and use of city seal, logo and related insignia.

FINANCIAL IMPACT:

There is no fiscal impact associated with adopting the attached Ordinance.

ATTACHMENTS:

- A. An Ordinance of the City Council of the City of Arvin Adding Chapter 1.03 to the Arvin Municipal Code to Formally Adopt the City Seal and Logo and Establish Regulations for the Use, Custody, And Protection of the City Seal, Logo, and Related Insignia.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARVIN
 ADDING CHAPTER 1.03 TO THE ARVIN MUNICIPAL CODE TO
 FORMALLY ADOPT THE CITY SEAL AND LOGO AND
 ESTABLISH REGULATIONS FOR THE USE, CUSTODY, AND
 PROTECTION OF THE CITY SEAL, LOGO, AND RELATED
 INSIGNIA**

The City Council of the City of Arvin does ordain as follows:

SECTION 1: Findings. The City Council finds and declares as follows:

- A. Pursuant to Government Code § 40811, the City Clerk is the custodian of the City seal.
- B. The City maintains or will maintain an official City seal, logo, and insignia as symbols of the authority, identity, and public trust of the City government.
- C. The City Council recognizes the importance of safeguarding the integrity of the City's official emblems and marks, preventing unauthorized, misleading, or improper uses that may confuse or deceive the public, or dilute the City's official brand.
- D. The misappropriation, misuse, and unauthorized reproduction of such symbols can undermine public confidence and the intended purpose of official City communications, programs, and public-facing materials.
- E. The City Council further finds that certain uses, including use in political campaigns and commercial enterprises, pose special risks requiring express authorization, transparency, and clear review standards to avoid even the appearance of City endorsement or preferential treatment.
- F. The purpose of this ordinance is to ensure clear, consistent, and enforceable standards for the adoption, custody, authorized use, prohibited use, application, approval, and enforcement related to the City seal, logo, wordmark, banners, and insignia, while providing reasonable processes for review, appeal, and termination of permissions.
- G. It is the intent of the City Council that the provisions herein be interpreted broadly to protect the City's official identity, reputation, and the public interest, except as limited by the rights of free speech and constitutional protections beyond official, deceptive, or misleading uses.

SECTION 2: Amendment. Arvin Municipal Code ("AMC") is amended to add a new Chapter 1.03 to read as follows:

"CHAPTER 1.03 REGULATION OF CITY SEAL, LOGO, AND OFFICIAL SYMBOLS"

§ 1.03.010 Adoption of city seal.

Pursuant to Government Code § 34501, the City Council approves and adopts the corporate seal of the City the following seal, with lettering, form, arrangement and designs all as set forth and shown in the embossed or stamped impression thereof which follows:



§ 1.03.020 Adoption of city logo.

The City Council approves and adopts as and for the official logo of the City, the following logo, with lettering, form, arrangement, and design all as set forth and shown in the embossed or stamped impression thereof which follows:



§ 1.03.030 City insignia.

The City Manager or designee may create and utilize City insignia for use consistent with this chapter, including without limitation, insignia for City departments or insignia commemorating City events. Such insignia may include, without limitation, word marks and banners.

§ 1.03.040 Custodianship.

- A. The City Clerk serves as the official custodian of the City seal and any commemorative seals the City Council may adopt by resolution.
- B. The City Manager, or designee, serves as the custodian of the City logo and City insignia, with authority to approve department and/or event variations consistent with this chapter.

§ 1.03.050 Authorized uses.

- A. The City seal, logo, wordmark, banners, and other insignia may only be used for official City business, including, but not limited to, correspondence, signage, publications, vehicles, promotional materials, and programs, or for uses authorized in writing by the respective custodian.
- B. No person may use, reproduce, or imitate any City seal, logo, wordmark, banners, or other insignia, except as expressly approved in writing by the appropriate custodian and only as specified in the approval.

§ 1.03.060 Prohibited uses.

- A. Political use. No person may place the City seal, logo, or insignia, or any imitation thereof, on materials supporting or opposing a candidate, ballot measure, initiative, referendum, or any use that suggests official City endorsement of an electoral position or campaign. The relevant custodian will determine whether a use falls within this prohibition.
- B. Commercial use. Use for commercial purposes is prohibited except with a written agreement and prior approval by the City Council following recommendation from the appropriate custodian.
- C. Deceptive/imitative use. No person may use the City seal, logo, or insignia, or any imitation thereof, in any way likely to confuse, deceive, or mislead the public, including fraudulent, unlawful, or misleading purposes. The relevant custodian will determine whether a use falls within this prohibition.
- D. Digital and electronic use.
 1. No person may reproduce, distribute, or utilize the City seal, logo, or insignia, or any digital likeness thereof, on any website, social media platform, or electronic communication so as to imply official City endorsement, unless expressly authorized in writing.
 2. The relevant custodian is the sole authority for:
 - a. Determining implication of official endorsement, based on context, presentation, and likelihood of public confusion.
 - b. Granting or denying express written authorization for digital or electronic use, subject to § 1.03.050.
 3. Any person receiving a notice of unauthorized or disallowed use may file a written request for reconsideration to the custodian within 10 calendar days. The custodian must respond in writing; denial may be appealed to the City Council within 10 calendar days. The decision of the City Council is final.

§ 1.03.070 Licensing and application procedures.

A. Non-commercial uses.

1. Any person or organization seeking permission for non-official, non-commercial use must submit a written application to the appropriate custodian:
 - a. City seal or commemorative seals: City Clerk.
 - b. City logo or insignia: City Manager or designee.
2. Authorization may be granted if the proposed activity fulfills all of the following:
 - a. Serves a civic, cultural, charitable, or educational purpose;
 - b. Does not risk political endorsement or imply City support for private interests;
 - c. Maintains the integrity of City identification and is not misleading; and
 - d. Complies with all applicable laws.
3. All authorizations are non-transferable and revocable at will by the City.

B. Commercial uses.

1. Any applicant seeking commercial use must apply to the appropriate custodian with a detailed proposal including relevant information (i.e., items, marketing, audience, business plan).
2. The relevant custodian will review the application for completeness, transparency, and risk. If acceptable, the custodian will forward the recommendation to the City Council.
3. Only the City Council may grant written, revocable authorization with such conditions as it deems necessary if the proposed use fulfills all of the following:
 - a. Does not compromise City interests;
 - b. Does not imply City support for private interests;
 - c. Maintains the integrity of City identification and is not misleading; and
 - d. Complies with all applicable laws.
4. Commercial use granted under this section are non-transferable and subject to termination for cause upon notice.

- C. Fees and review. Applicants for approvals required under this section must pay the City a fee in an amount established by City Council resolution.

§ 1.03.080 Enforcement; Penalties.

- A. Unauthorized use, reproduction, or imitation constitutes a misdemeanor punishable by fine in accordance with chapter 1.08.
- B. City may employ administrative fines, abatement, or injunctive relief.
- C. Violations with “intent to deceive” may be prosecuted under Government Code § 34501.5 or other applicable statutes.
- D. Misuse after permission may result in immediate revocation and additional penalties.”

SECTION 4: Construction. This Ordinance must be broadly construed to achieve the purposes stated in this Ordinance. It is the City Council’s intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 5: Enforceability. Repeal of any provision of the Arvin Municipal Code does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance’s effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 6: Electronic Signatures. This Ordinance may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 7: Severability. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provision or application and, to this end, the provisions of this Ordinance are severable.

SECTION 8: Recordation; Validity of Previous Code Sections. If this entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal or amendment of the AMC or other city ordinance by this Ordinance will be rendered void and cause such previous AMC provision or other the city ordinance to remain in full force and effect for all purposes.

SECTION 9: Environmental Assessment. The City Council finds that this actions contemplated in this Ordinance do not require further review under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the “CEQA Guidelines”) because, under CEQA Guidelines §§ 15060(c)(2) and 15378(b)(2), they do not result in direct or reasonably foreseeable indirect physical changes in the environment. In addition, this Ordinance further qualifies as a “general policy or procedure making” action under CEQA Guidelines § 15378(b)(5), as it solely governs the use, custody, and licensing of symbolic city property and intellectual property assets, without altering land use, zoning, or existing facilities.

SECTION 10: *Publication*. The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Arvin's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within 15 days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 11: *Effective Date*. This Ordinance will become effective 30 days after adoption.

I HEREBY CERTIFY that the foregoing ordinance was introduced by the City Council of the City of Arvin by title only following a public hearing at a regular meeting thereof held on the _____ day of _____ 2026, and adopted following a public hearing and second reading at a regular meeting thereof held on the _____ day of _____ 2026, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST

CECILIA VELA, City Clerk

CITY OF ARVIN

By: _____
OLIVIA CALDERON, Mayor

APPROVED AS TO FORM:

By: _____
STEPHANIE GUTIERREZ, City Attorney
Burke, Williams and Sorensen, LLP

I, _____, City Clerk of the City of Arvin, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Ordinance passed and adopted by the City Council of the City of Arvin on the date and by the vote indicated herein.



CITY OF ARVIN Staff Report

Meeting Date: June 9, 2026

TO: Arvin City Council

FROM: Christine Viterelli, Grants Manager
Jeff Jones, City Manager

SUBJECT: A Public Hearing for the Close-Out of the 22-CDBG-HA-00002 Grant Program

BACKGROUND:

The City of Arvin was awarded \$500,000 in CDBG funding in June 2023 in response to the 2022 CDBG NOFA application. Program clearance was received on June 23, 2023, to begin accepting applications and providing daytime homeless support services by the Flood Ministries Navigation Center.

Description of Project	
Over 100 unique beneficiaries were assisted.	
TOTAL	\$499,451.57

	Budget	Total Expenses	Disencumbered Funds
Total Admin:	\$18,894	\$18,345.57	\$548.43
Total Activity:	\$481,106	\$481,106	\$0
Total Award:	\$500,000	\$499,451.57	\$548.43

The grant expires on June 22, 2026. Upon approval, the City's oversight administrator, Self-Help Enterprises, and the City's Grant Manager will submit the final closeout documents to the California Department of Housing and Community Development (HCD). The City will disencumber the remaining \$548.43.

During the full award period of June 23, 2023 through March 22, 2026, over 100 unique beneficiaries received homeless support services designed to assist individuals in meeting immediate basic needs while working toward stable housing outcomes. Services provided included access to hospitality and sanitary facilities, communication resources, housing search assistance, and case management support.

Participants were also connected to supportive services through referrals and coordination with partner agencies, including assistance related to mental health care, substance abuse treatment, employment support, legal services, and other individualized supportive resources. The program focused on providing a safe and supportive environment while helping participants navigate pathways toward greater stability and self-sufficiency. Below is a list of accomplishments and data achieved through the 2022 CDBG funding:

Accomplishment Narrative
<p>During the full award period of June 23, 2023 through March 22, 2026, over 100 unique beneficiaries received homeless support services designed to assist individuals in meeting immediate basic needs while working toward stable housing outcomes. Services provided included access to hospitality and sanitary facilities, communication resources, housing search assistance, and case management support.</p> <p>Participants were also connected to supportive services through referrals and coordination with partner agencies, including assistance related to mental health care, substance abuse treatment, employment support, legal services, and other individualized supportive resources. The program focused on providing a safe and supportive environment while helping participants navigate pathways toward greater stability and self-sufficiency.</p> <p>Unique People Served: 184 Akido Medical Linked: 19 Akido Medical Referral: 20 Bus Pass: 189 CAPK Referred: 1 Case Management: 363 CCS Mental Health Referral Linked: 3 Clothing Assistance: 1388 Community Resource Guide: 99 CSV Medical Referral Accepted: 37 CSV Medical Referral Linked: 4 CSV Mental Health Referral Accepted: 45 CSV Mental Health Referral Linked: 12 Disability Certification Referral: 9 Diversion: 3 DMV Voucher Referral: 86 Food Pack: 1430 GA Acquired: 2 GA Referral: 61 Health Care Services: 122 Hope on Hart Placement: 1 Hope on Hart Referral: 349 Housing Referral: 4 Hygiene: 2393</p>

Attachment: Staff Report for 2022 CDBG Funding Closeout_060926 (A Public Hearing for the Close-Out of the 22-CDBG-HA-00002 Grant

Immigration Linked: 3
 Immigration Referral: 11
 Intake: 54
 Keepers of the Cross Referral: 3
 Laundry: 396
 Meal: 9673
 Medi-Cal Acquired: 11
 Medi-Cal Referral: 42
 Mental Health Accepted: 38
 Mental Health Linked: 16
 Mental Health Services: 33
 Mobile Dental Services Referral: 44
 Outreach Follow-up: 10
 PCP Referral Accepted: 6
 PCP Referral Linked: 3
 Recovery Station Bakersfield Linked: 3
 Recovery Station Bakersfield Referral: 20
 Safe Camping/Parking Placement: 2
 Safe Camping/Parking Referral: 719
 Shelter Accepted by Client: 169
 Shelter Placement - AAFV: 1
 Shelter Placement - BHC: 3
 Shelter Placement - City: 11
 Shelter Placement - County: 15
 Shelter Placement - TMKC: 9
 Shelter Referral: 2
 Shelter Referral - AAFV: 6
 Shelter Referral - BHC: 112
 Shelter Referral - City: 818
 Shelter Referral - County: 772
 Shelter Referral - TMKC: 649
 Shower: 1805
 SLE Placement: 3
 SNAP Acquired: 11
 SNAP Referral: 35
 Social Security Acquired: 3
 SPDAT: 23
 SS Card App Referral: 13
 SSI Acquired: 2
 Substance Use Accepted: 4
 Substance Use Linked: 1
 SUD-Gateway Accepted: 21
 SUD-Gateway Linked: 23
 Telehealth Accepted: 12
 Telehealth Docs - Mental: 1
 Telehealth Linked: 3

Transportation: 90 Vital Doc Birth Cert: 19 Vital Doc CA ID: 67 Vital Doc Disability Cert: 18 Vital Doc Income Award Letter: 6 Vital Doc SS Card: 34 VSP Vision Referral: 2 WPC Accepted: 1 WPC Linked: 1
Accomplishment Information

Race/Ethnicity	Race	
Hispanic/ Latino	182	182
Black / African American		
Asian		
American Indian / Alaskan Native		
Native Hawaiian / Other Pacific Islander		
American Indian / Alaskan Native & White		
Asian & White		
Black / African American & White	2	2
American Indian / Alaskan Native & Black / African American		
Other Multi-Racial		

Income Information	
Extremely Low (0-30% AMI)	184
Low (31-50% AMI)	
Moderate (51-80% AMI)	
Total	184

STAFF RECOMMENDATION:

Open the public hearing for public comments, close the hearing after all comments have been received, and approve the closeout of the 2022 CDBG funding year for the navigation center.

FINANCIAL IMPACT:

No fiscal impact.

ATTACHMENTS:

Public Hearing Notice

Notice of Public Meeting on the Status of CDBG Funded Activities

NOTICE IS HEREBY GIVEN that the City of Arvin will hold a public hearing on June 9, 2026, at 6:00 pm or as soon thereafter as possible at the Arvin Council Chambers, 200 Campus Drive, Arvin, CA 93203. The purpose of the hearing will be to discuss the 22-CDBG-NH-00002 Grant closeout. The project is being funded through a Community Development Block Grant provided by the California Housing and Community Development Authority.

The following information related to the project is available at 200 Campus Drive, Arvin, CA 93203 between the hours of 8:00 am - 5:00 pm on Monday - Friday or by emailing the contact listed below:

- A. Project progress/status of completion and expected timeframe to completion.
- B. Results to date and projected totals, such as number of beneficiaries assisted, or persons served.
- C. Funds expended, balance of funds available, and budget expectations to completion.

All persons interested in the status of funding or the progress of the project are welcome to attend this meeting. Written comments can be directed to the City of Arvin, at 200 Campus Drive, Arvin, CA 93203, or you may contact Cecilia Vela, City Clerk by telephone or email at (661) 854-3134, cvela@arvin.org no later than 5:00pm on June 9, 2026, to ensure placement in the official record of the hearing.

The City of Arvin does not discriminate based on race, color, national origin, sex, sexual orientation, gender identify, age, religion or disability. If you require specific accommodation to participate in the public hearing, please contact Cecilia Vela at least 2 days prior to the scheduled hearing.

Date Posted: May 26, 2026

Aviso de reunión pública sobre el estado de las actividades financiadas por CDBG

POR LA PRESENTE SE NOTIFICA que la Ciudad de Arvin llevará a cabo una audiencia pública el 9 de junio a las 6:30 p. m., o tan pronto como sea posible después de dicha hora, en las Cámaras del Concejo de Arvin, ubicadas en 200 Campus Drive, Arvin, CA 93203. El propósito de esta audiencia será tratar el cierre de la Subvención 22-CDBG-NH-00002. Este proyecto está financiado mediante una Subvención en Bloque para el Desarrollo Comunitario (CDBG) otorgada por el Departamento de Vivienda y Desarrollo Comunitario de California.

La siguiente información relacionada con el proyecto estará disponible en 200 Campus Drive, Arvin, CA 93203, en horario de 8:00 a. m. a 5:00 p. m., de lunes a viernes, o mediante solicitud por correo electrónico al contacto indicado más abajo:

- A. Progreso del proyecto/estado de finalización y plazo estimado para su conclusión.
- B. Resultados a la fecha y totales proyectados, tales como el número de beneficiarios asistidos o personas atendidas.
- C. Fondos desembolsados, saldo de fondos disponibles y proyecciones presupuestarias hasta la finalización.

Todas las personas interesadas en el estado del financiamiento o en el progreso del proyecto están cordialmente invitadas a asistir a esta audiencia. Los comentarios por escrito podrán dirigirse a la Ciudad de Arvin, 200 Campus Drive, Arvin, CA 93203, o bien comunicándose con Cecilia Vela, Secretaria Municipal, por teléfono o correo electrónico al (661) 854-3134, cvela@arvin.org, a más tardar a las 5:00 p. m. del 9 de junio de 2026 a fin de asegurar su inclusión en el registro oficial de la audiencia.

La Ciudad de Arvin no discrimina por motivos de raza, color, origen nacional, sexo, orientación sexual, identidad de género, edad, religión o discapacidad. Si requiere adaptaciones específicas para participar en la audiencia pública, deberá comunicarse con Christine Viterelli al menos dos (2) días antes de la fecha programada de la audiencia.

Fecha de publicación: 26 de Mayo de 2026



**CITY OF ARVIN
Staff Report**

Meeting Date: June 09, 2026

TO: Arvin City Council

FROM: Cecilia Vela, City Clerk
Jeff Jones, City Manager / Finance Director

SUBJECT: **Designation of Voting Delegate and Alternate(s) for the League of California Cities Annual Conference & Expo to be held on September 23 - 25, 2026 in Anaheim, CA.**

BACKGROUND:

The League of California Cities' Annual Conference will be held during September 23-25, 2026 in Anaheim, California. Staff has brought this item before the Council a few months ahead of time considering registration is now open and nearby hotels tend to sell out quickly.

At the League's General Assembly, scheduled on the last day of the conference, voting delegates from the state's cities consider and act on resolutions that establish League policy.

The Resolutions Committee, comprised of representatives from each division, department, caucus, and policy committee, as well as individuals appointed by the Cal Cities President, will meet on Thursday afternoon to consider resolutions. Resolutions approved by the policy committee and/or the Resolutions Committee are considered by the General Assembly on Friday. If no Resolutions are submitted, the conference will still be held however, the General Assembly will be cancelled.

To participate in the establishment of League policy, City Council must designate a voting delegate to participate in the vote and the voter must be present at the General Assembly. City Council may also appoint an alternate who may vote in the event the designated voting delegate is unavailable.

The City Clerk must provide the delegate information to the League by no later than Tues. Sept. 01st, 2026.

State-Mandated Training

Those attending the conference will have the opportunity to attend sessions to fulfill 2 of the state-mandated trainings for City Officials. Understanding Public Service Ethics Laws and Principals (AB 1234 training) and Fundamentals of Municipal Finances and Financial Management (SB 827 training) will be available as pre-conference sessions on Wednesday morning. For the SB 827 Fiscal Training, City officials who began their service before Jan. 1, 2026, must complete their training by Jan. 1, 2028, unless their term ends before Jan. 9, 2028. Officials who began service on or after Jan. 1, 2026, must complete the training within six months of their start date.

FINANCIAL IMPACT:

The registration cost to attend the conference is \$725 per delegate attendee for those who register by July 15th; \$775 for those who register after July 15th; plus the cost for hotel at approximately \$219 - \$309 per night plus taxes for League room blocks not already sold out; and cost for travel per diem.

RECOMMENDATION:

Staff recommends the Council designate a voting delegate and up to two alternates.

ATTACHMENTS:

- League of California Cities Memorandum Dated May 13, 2026 Regarding Designation of Voting Delegates and Alternates.

- League of CA Cities - How it works: Cal Cities Resolutions and General Assembly.

**Council Action Advised by September 1, 2026**

DATE: Wednesday, May 13, 2026

TO: Mayors, Council Members, City Clerks, and City Managers

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Sept. 23-25, 2026
Anaheim Convention Center**

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Friday, Sept. 25, 2026 the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through [the online submission portal](#) by Tuesday, Sept. 1, 2026. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration opens June 2.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and

alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the ~~Long Beach~~ Anaheim Convention Center in ~~Long Beach~~, will be open at the following times: Wednesday, Sept. 23, 8:00 a.m.-6:00 p.m. and Thursday, Sept. 24, 7:30 a.m.-4:00 p.m. On Friday, Sept. 25, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Tuesday, Sept. 1. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly



General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance

to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members

review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during

the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee

or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate

The **General Assembly** is a meeting of the collective body of all voting delegates—one from every member city.

Seven **policy committee** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).



CITY OF ARVIN

Capital Improvement Program

Fiscal Year 2026 / 2027 Project Budget

10 Projects • ~\$9.5M • Grant & Dedicated Funding

READY TO BUILD • FUNDED & SCHEDULED



Funded Projects Breaking Ground in 2026



1. Derby Street & Comanche Drive

Derby: Sycamore Rd–Orange Ave | Comanche: Sycamore Rd–Varsity Ave
Full road reconstruction with new striping, curb, gutter, and sidewalk improvements.

\$3.53M Const. + \$400K CM Funding: AB617 • June–Oct 2026



2. Urban Greening Grant — Phase I

Park / pedestrian path at NE corner of Walnut Street & 4th Street
New neighborhood park: grading, park landscaping, pedestrian path, lighting, and curb / gutter / sidewalk.

\$1.10M Const. + \$206K CM Funding: UGG • Sept–Dec 2026



3. 4th Street

Walnut Street to Campus Drive
New road construction with curb, gutter, sidewalk, plus storm drain, sewer, water, and service laterals.

\$2.25M Const. + \$150K CM Funding: Federal Earmark & AHSC • Aug–Dec 2026

GREEN SPACE • ACTIVE TRANSPORTATION • COMPLETE STREETS



4. UGG Phase II & AHSC Fill-In Projects

A combined multi-site project extending the new park and completing safety, mobility, and ADA improvements across several corridors.

 **Park Extension**


UGG Phase II

SE corner of Walnut Street & Grapevine Drive

Second-phase extension of the Phase I park: additional grading, park landscaping, pedestrian path installation, and lighting.

\$756K Const. Funding: AHSC


AHSC FILL-IN IMPROVEMENTS

 **Packard Dr – Alderete Dr**


Speed humps, lighting, and striping for traffic calming.

 **N Walnut St: Grapevine • College**

New bike lane striping and pavement markings.

 **4th Street — various locations**

Sidewalk gap fill and ADA improvements, N Hill St to Campus Dr.

 **Varsity Road**

Bike lane striping and pavement markings.

\$302K PE-CM (shared design & construction management) • Funding: AHSC • Timing: TBD

PIPELINE • DESIGN & ENVIRONMENTAL PHASE



Future Road Rehabilitation

Six corridors entering design & environmental work — positioned for future construction funding.

<p>5. Stockton Ave</p> <p>Franklin St • Fallbrook Ave</p> <p>Road reconstruction & ADA upgrades</p> <p>\$128,100 RSTP</p>	<p>6. N A Street</p> <p>Bear Mountain Blvd • 5th Ave</p> <p>Road reconstruction & ADA upgrades</p> <p>\$131,820 SB1</p>	<p>7. 4th Ave</p> <p>Derby Street • A Street</p> <p>Complete Streets, HMA, ADA, curb/gutter/sidewalk</p> <p>\$94,208 SB1</p>
<p>8. Arvin Ave & C Street</p> <p>B Street • Bear Mountain Blvd</p> <p>Complete Streets, HMA, ADA, curb/gutter/sidewalk</p> <p>\$61,207 SB1</p>	<p>9. Walnut Drive</p> <p>Sycamore Rd • Bear Mountain Blvd + side streets</p> <p>Road reconstruction & ADA upgrades</p> <p>\$196,400 SB1</p>	<p>10. Plumtree Drive</p> <p>Franklin St • Fallbrook Ave</p> <p>Road reconstruction & ADA upgrades</p> <p>\$174,800 SB1</p>

Cost estimates provided are for completion of the Design and Environmental Clearance phase.

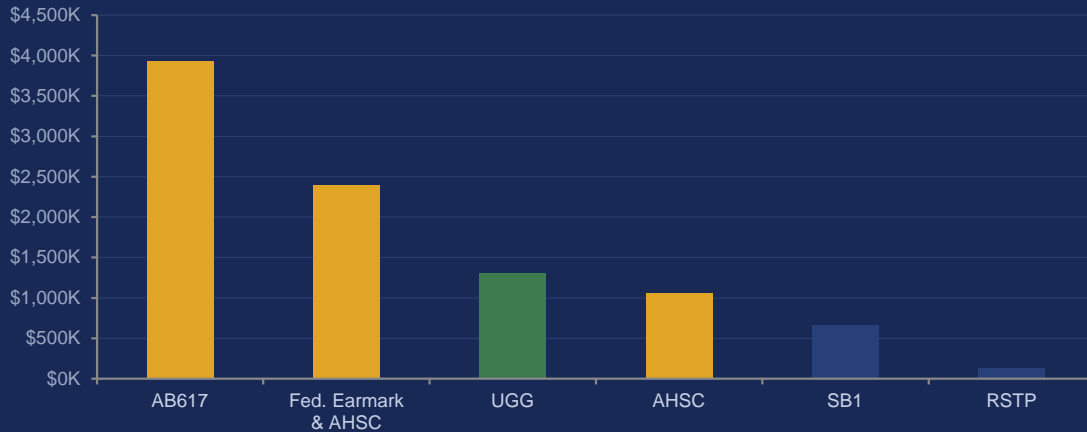
FY 26/27 PROGRAM SUMMARY



Investment at a Glance

<p>10</p> <p>Capital Projects</p>	<p>~\$9.5M</p> <p>Total Programmed</p>	<p>4</p> <p>Funded for Construction</p>	<p>6</p> <p>In Design Pipeline</p>
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Programmed Cost by Funding Source (\$)



Key Takeaways

- Fully grant-funded — no General Fund capital outlay anticipated.
- Four projects break ground in 2026, including Derby/Comanche and 4th Street.



BUDGET PRESENTATION

FY 2026-2027

Setting the Scene:

Estimated Reserves 7/1/2024	1,600,000
ARPA used for expenses	500,000
Estimated Reserves 6/30/25	2,100,000

In April of 2023, City received Cease and Desist Order due to conditions at the Wastewater Treatment Plant.

This Order remains in effect today.

Result: No economic growth over the past three years.

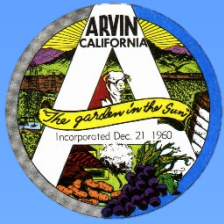


BUDGET PRESENTATION

FY 2026-2027

While the City did receive some limited building permit exceptions to the ban, those permits were capped at \$2,300 per house due to a settlement agreement in 2008.

Without that settlement agreement, City would have received an estimated \$16,000 to \$18,000 per house.



BUDGET PRESENTATION

FY 2026-2027

Even though growth was non-existent due to the ban, the City's expenses continued to grow over the past three years.

Contractual and non-contractual Union wage and benefit increases.

General inflation.

Unexpected repair costs to parks, including multiple hazardous tree removals.

Focus on restoring police protective equipment to standards.



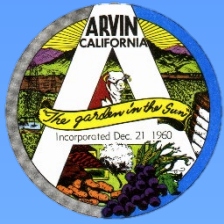
BUDGET PRESENTATION

FY 2026-2027

Increase in contract cost with Kern County Fire for Fire Protection Services:

FY 22/23	762,223
FY 23/24	878,365
FY 24/25	1,007,060
FY 25/26	1,148,618*
FY 26/27	1,303,347
FY 27/28	1,471,790

* This is 11.5 percent of the City's General Fund Budget for FY 25/26.



BUDGET PRESENTATION

FY 2026-2027

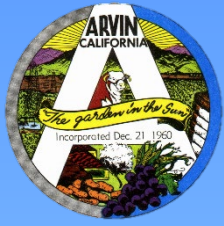
Fiscal Year 25-26 results and impacts

The budget was adopted using \$470,000 in reserves with no cuts to services.

Sales tax revenue for Measure L was estimated for the year to be at \$2.7 million.

This was based on a six-year historical trend of generally increasing sales tax revenue.

As a matter of reference, Measure L tax revenue received for Fiscal Year 25-26 was \$3,012,480.



BUDGET PRESENTATION

FY 2026-2027

However, due to the 'Triple-Shock' of Immigration impacts, tariffs, and now the Iran war, Measure L tax revenue for Fiscal Year 26-27 is projected to be \$2.1 million, which is \$600,000 below budget.

July – September 2024 = \$925,608

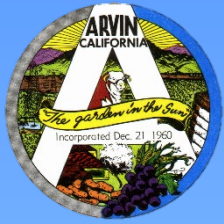
July – September 2025 = \$581,173

October – December 2024 = \$739,521

October – December 2025 = \$474,217

January – March 2025 = \$612,991

January – March 2026 = \$460,793



BUDGET PRESENTATION

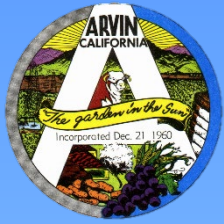
FY 2026-2027

Other revenue shortfall projections include:

Interest revenue: \$130,000 less than budget. This is due to cash flow issues relating to very slow reimbursements of grant expenses.

Cannabis revenue: \$100,000 below budget – planned new operations scheduled for 2025-2026 did not happen. There is a possibility that those operations may start during 2026-2027.

Building and planning fees: \$100,000 below budget due to the impacts from the continuation of the cease and desist order.

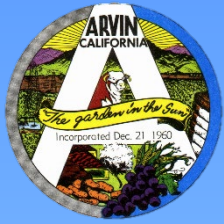


BUDGET PRESENTATION

FY 2026-2027

Expenses projected to be above budget:

- Police overtime.
- Legal services.
- Planning consultant costs – mostly due to mandated Housing element expenses.
- Park repairs and maintenance - \$45,000 to replace playground surface at Garden In the Sun Park (Repairs authorized by Council earlier in the year).
- Water line repairs at DiGiorgio and Smothermon parks.
- \$15,000 for Electrical and Safety repairs to restrooms at Kovacevich park.

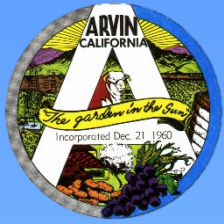


BUDGET PRESENTATION

FY 2026-2027

Actions taken to mitigate the deficit:

- Widespread attrition – not hiring replacements when people leave employment with the City.
- Elimination of overlap shift (PD).
- Reducing training opportunities to those only mandated for safety.



BUDGET PRESENTATION

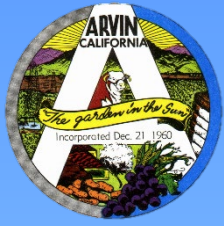
FY 2026-2027

Current situation is not sustainable nor a desired result:

Reduction of staffing levels in Police, Public Works, and Animal Control to 2017-2018 levels.

Need to consider a tax measure
(LET THE VOTERS DECIDE)

What happens if sales tax revenue continues to fall?
How can the City protect vital public safety and other important services for our residents?



BUDGET PRESENTATION

FY 2026-2027

Measure L was passed almost 20 years ago. This indicates that back then Arvin needed additional tax revenue to maintain and possibly increase basic services.

Today, more cities are sustaining existing services or providing additional services by self-taxing. The Federal and State Governments are not going to help. It is up to us to determine what services the City needs.

Like almost all cities in Kern County, Arvin's sales tax rate is 8.25%. The rate in Ridgecrest and McFarland is 9.25%.

Some cities in California have rates as high as 11.25%.



BUDGET PRESENTATION

FY 2026-2027

A one-half cent sales tax increase will generate about \$1.1 million per year and help restore the City to 2025 staffing levels.

A one-cent sales tax increase will generate about \$2.2 million per year and will allow for some growth along with covering any future increases in the Fire Services Contract with Kern County.

The City Manager has identified a consultant who has been very successful in helping cities like Arvin pass a sales tax measure. Estimated cost of the contract is \$30,000.