



309 Campus Drive, Arvin, CA 93203

(* REGULAR MEETING AGENDA OF THE REGULAR MEETING OF ARVIN COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS Monday, August 2, 2021 6:00 P.M.

Zoom Meeting Online:

https://us02web.zoom.us/j/9808042989?pwd=bFRha25tL0NlY3lFb1dDbUo3dUtrQT09

Meeting ID: 980 804 2989

Passcode: 9Ap9yf

Zoom Meeting by Phone

One tap mobile:

+1 (669) 900-6833

Dial by your location

+1 (669) 900-6833

Meeting ID: 980 804 2989

Passcode: 134912

Call Meeting to Order

Board President Alvarez

Roll Call:

Maria Alvarez President
Aurelio Reyna Vice President
Rafael Gallardo Board Director
Cynthia Moran Board Director
Maria Pantoja Board Director

Staff

Raul Barraza, Jr. General Manager
Alan Peake District Counsel
Dee Jaspar District Engineer

This meeting is held in accordance with the Brown Act. Individuals may address the Board on any matter listed on this agenda, excluding closed session. Members of the public desiring to address the Board must request recognition from the Board President. Presentation by members of the public is limited to two minutes each per agenda item.

Flag Salute: Board and audience salute flag.

1. Public Comment

This portion of the meeting is set aside for members of the public to address any matter not on this agenda and over which the Board has jurisdiction. Comments are limited to 2 minutes for each person and 15 minutes on each subject.

2. Consent Calendar

The Consent Calendar consists of items that in staff's opinion are routine and non-controversial. These items are approved in one motion unless a Board Member or member of the public removes a particular item.

a. Approval of Regular Meeting Minutes for July 6, 2021

b. Accounts Payable for July/August 2021

Motion: _____
Director _____, seconded Director _____
Roll Call: BD Gallardo __ BD Moran __ BD Pantoja __ VP Reyna __ BP Alvarez __

3. Presentation Operations Review for June 2021

Motion: _____
Director _____, seconded Director _____
Roll Call: BD Gallardo __ BD Moran __ BD Pantoja __ VP Reyna __ BP Alvarez __

4. Board to discuss and take possible action re: Addendum to the contract with Kern Plumbing and Backflow Services, Inc. to included Cross Connection Survey

Motion: _____
Director _____, seconded Director _____
Roll Call: BD Gallardo __ BD Moran __ BD Pantoja __ VP Reyna __ BP Alvarez __

5. Board to discuss and take possible action re: Arvin CSD adopting the updated Kern County Multi-Jurisdiction Hazard Mitigation Plan

Motion: _____
Director _____, seconded Director _____
Roll Call: BD Gallardo __ BD Moran __ BD Pantoja __ VP Reyna __ BP Alvarez __

6. Board to discuss and take possible action re: COVID 19 Prevention Plan

Motion: _____
Director _____, seconded Director _____
Roll Call: BD Gallardo __ BD Moran __ BD Pantoja __ VP Reyna __ BP Alvarez __

7. Staff Comments:

- a. General Manager
- b. Legal Counsel
- c. District Engineer

8. Board Member Comments:

This portion of the meeting is set aside to provide the Board with an opportunity to bring any new matters to the attention of the District. However, while no action can be taken on any matter discussed during this portion of the meeting, a Board Member may request that a subject be placed on an upcoming agenda. This portion of the meeting also allows the Board to get a brief update on any matter addressed at a previous meeting.

- a. Director Gallardo
- b. Director Moran

- c. Director Pantoja
- d. Vice President Reyna
- e. President Alvarez

9. Adjournment:

Director _____, seconded Director _____
Roll Call: BD Gallardo __ BD Moran __ BD Pantoja __ VP Reyna __ BP Alvarez __

I hereby certify under perjury under the laws of the State of California that the foregoing agenda was posted on the Arvin Community Services office window and website not less than 72 hours prior to the meeting dated August 2, 2021.

Raul Barraza, Jr.

Raul Barraza, Jr.
Board Secretary/General Manager

AMERICANS with DISABILITIES ACT: In compliance with the ADA, if you need special assistance to participate in a District meeting or other services offered by the District, please contact the District Board Secretary's office (661) 854-2127. Notification of at least 24 hours prior to the meeting or time when services are needed will assist the District staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or services.

() Some or all board members might attend electronically.*



MINUTES OF THE REGULAR MEETING OF

THE BOARD OF DIRECTORS
ARVIN COMMUNITY SERVICES DISTRICT

July 19, 2021

The Board of Directors of the Arvin Community Services District duly met at a Regular Board Meeting held on July 19, 2021, at 6:00 p.m. at 309 Campus Dr., Arvin, CA 93203.

The meeting was called to order by Vice President Reyna at 6:04 PM

Directors Present: Alvarez, Reyna, Gallardo, Moran, Pantoja

Others Present: General Manager/Board Secretary- Raul Barraza, Jr.; Legal Counsel- Alan Peake; District Engineer Dee Jaspar

Pledge of allegiance: The Pledge was led by Vice President Reyna.

Agenda Item #1 Public Comment

No public comment.

Agenda Item #2.: Consent Calendar

a. Approval of Regular Minutes for July 19, 2021

b. Accounts Payable for July 2021

After reviewing and discussing (2.a.) and (item 2.b.) a motion was made by Director Gallardo to approve the consent calendar items 2.a. and 2.b. Motion was seconded by Director Pantoja.

AYES: Gallardo, Moran, Pantoja, Reyna, Alvarez

Agenda Item #3: Presentation Operations Review of June 2021

General Manager did not receive specific data required for this report in time and asked if the board of directors could table item for next meeting. A motion to table item 3 to the next meeting was made by Vice President Reyna and seconded by Director Gallardo.

AYES: Gallardo, Moran, Pantoja, Reyna, Alvarez

Agenda Item #4: Board to discuss and take possible action re: Kern Groundwater Agency Board commenting on Racial Equality Resolution from State Water Resources Control Board

General Manager and Legal Counsel discussed item to give direction to Director Gallardo, who serves as the representative for Arvin CSD on the Kern Groundwater Agency (KGA) Board of Directors. It is staff's recommendation to only approve comments set out by legal counsel of the KGA. Comments discuss the opportunity to work with the SWRCB when it comes down to implementation of new laws regarding future water rights. A motion was made by Director Moran and seconded by Director Pantoja for staff to follow up with Director Gallardo and provide him with anymore information needed to vote on this item at the next KGA Board Meeting July 28th.

AYES: Gallardo, Moran, Pantoja, Reyna, Alvarez

Agenda Item #5: Board to discuss and take possible action re: Water Association of Kern County Conservation Campaign

General Manager recommend the board of directors to approve for the District to take part in this summers (WAKC) Water Association of Kern County Conservation Campaign due to the drought condition we are currently in. WAKC will be advertising on local radio stations about conserving water here in Kern County. A motion to approve the participation of the Arvin CSD with WAKC's conservation campaign was made by Director Gallardo and seconded by Director Pantoja.

AYES: Gallardo, Moran, Pantoja, Reyna, Alvarez



Agenda Item #6: Board to discuss and take possible action re: COVID 19 Prevention Plan

General Manager informed the board of directors that the office will continue to run on modified hours of being open to the public from 8 A.M. to 4 P.M. This to allow staff ample time to close boxes with Caselle, our new billing software. A discussion was had regarding the requirement of masks in the office. A motion was made to make it a mandate that all customers coming into the office are required to wear a mask. A motion was made by Director Gallardo and seconded by Director Moran.

AYES: Gallardo, Moran, Pantoja, Reyna, Alvarez

Agenda Item #7: Staff Comments

General Manger: Discussed the following meetings and trainings: 7/6- Cross Connection meeting with Kern Backflow, AP Training for Caselle; 7/7 – Miexcel Training for Caselle, 7/8 – Urban Water Management Plan, 7/9 – KGA DMS updated and next steps, KGA Planning Documents Notices and Well Permits, 7/12 – Meeting with David Valadao’s Office, 7/15 – Meeting with EPA over at Well No. 12

Legal Counsel: Progress status on Well No. 18 (Grim donated property) to go into escrow.

District Engineer: Well No. 14 will review video and see how the treatment affected the arsenic numbers. Results will be reviewed once they are received.

Agenda Item #8: Board Member Comments:

- a. **Director Gallardo:** No Comments.
- b. **Director Moran:** No comments.
- c. **Director Pantoja:** No comments.
- d. **Vice President Reyna:** No comments.
- e. **President Alvarez:** No comments

Item #9: Adjournment

Motion was made by Director Moran and seconded by Director Pantoja to adjourn meeting at 7:00 p.m.

AYES: Gallardo, Moran, Pantoja, Reyna, Alvarez

Submitted by:

Attest:

Raul Barraza, Jr.

Maria M. Alvarez

**Raul Barraza, Jr.
Board Secretary/General Manager**

**Maria M. Alvarez
Board President**

Report Criteria:

Summary report type printed

Check Number	Check Issue Date	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Check Amount
2928	07/19/2021	CUSTOMER REFUND	10137001	Customer Refund	1	06/16/2021	102.37	102.37
27155	07/19/2021	ARAMARK	5030003224	Uniforms/Laundry	5	06/30/2021	1,102.75	1,102.75
27155	07/19/2021		5030003317	Uniforms/Laundry	1	07/14/2021	191.44	191.44
27181	07/23/2021		5030003365	Uniforms/Laundry	1	08/10/2021	338.24	338.24
27155	07/19/2021		5031004315	Uniforms/Laundry	1	07/14/2021	150.16	150.16
27156	07/19/2021	Argo Chemical	2106175	hypochlorite solution	1	07/01/2021	3,219.19	3,219.19
27182	07/23/2021	AT&T Cell Phone	2872468361	Telephone expenses	1	07/09/2021	437.27	437.27
27157	07/19/2021	BC Laboratories Inc	B421637	Water Samples	1	07/07/2021	11.00	11.00
27157	07/19/2021		B421639	Water Samples	2	07/07/2021	80.00	80.00
27157	07/19/2021		B421924	Water Samples	1	07/09/2021	240.00	240.00
27183	07/23/2021		B422202	Water Samples	1	07/13/2021	624.00	624.00
27183	07/23/2021		B422273	Water Samples	1	07/14/2021	80.00	80.00
27183	07/23/2021		B422692	Water Samples	1	07/19/2021	900.00	900.00
27158	07/19/2021	Blackburn Oil Company LL	60946	Automobile Expense	23	06/30/2021	1,606.74	1,606.74
27159	07/19/2021	Bright House Networks - 8	06/23/21-07/	Telephone Expense	1	06/24/2021	212.95	212.95
27160	07/19/2021	BTE Communications LLC	2107052471	Telephone Expense	1	06/06/2021	47.30	47.30
27184	07/23/2021	Calgon Carbon Corp.	90120805	CALGON CARBON	1	04/29/2021	3,217.50	3,217.50
7	07/19/2021		90124481	CALGON CARBON	1	06/29/2021	3,217.50	3,217.50
27162	07/19/2021	Complete Hardware Store	388824	Maintenance	5	06/03/2021	611.51	611.51
27162	07/19/2021		396073	LASKO 21-3/4IN HX20IN	1	07/12/2021	32.46	32.46
27162	07/19/2021		396271	1/4" SNAP LINK	1	07/13/2021	36.70	36.70
27186	07/23/2021	Construction Laborers Trus	109556	Account #109556	2	07/16/2021	1,970.35	1,970.35
27187	07/23/2021	Corbin Willits-Momsoftware	000C107151	000C105151	1	07/15/2021	286.96	286.96
27163	07/19/2021	Core & Main LP	26811	Credit for Core & Main	1	03/08/2021	2,284.29-	2,284.29-
27163	07/19/2021		P158083	Maintenance	4	06/30/2021	1,205.24	1,205.24
27163	07/19/2021		P172548	DFW METER BOX	1	07/02/2021	3,566.11	3,566.11
27188	07/23/2021		P242323	SHOP MATERIALS	1	07/15/2021	801.29	801.29
27189	07/23/2021	Cynthia Moran	5/17/2021	Regular Board Meeting Ma	1	05/17/2021	100.00	100.00
27190	07/23/2021	Dee Jaspar And Associates	21-06004	EPA REPLACEMENT WEL	1	06/30/2021	6,522.40	6,522.40
27164	07/19/2021		21-06005	Dee Jaspar and Associates	2	06/30/2021	11,414.99	11,414.99
27190	07/23/2021		21-06006	WELL #14 CHEMICAL & M	1	06/30/2021	4,638.00	4,638.00
27190	07/23/2021		21-06007	ARSENIC MITIGATION PH	1	06/30/2021	3,097.73	3,097.73
27164	07/19/2021		21-06008	Dee Jaspar and Associates	1	06/30/2021	546.75	546.75
27165	07/19/2021	Executive Copier Solutions	25742	Computer Services & Soft	1	06/28/2021	41.25	41.25
27166	07/19/2021	First Net Built with AT&T	2872996699	Account no 287299669936	1	07/02/2021	854.62	854.62
27167	07/19/2021	GREAT AMERICA FINANC	29610910	Computer Services & Soft	1	06/28/2021	463.10	463.10
27168	07/19/2021	infosend	193701	Postage and Delivery	1	06/30/2021	509.76	509.76
27168	07/19/2021		194632	Postage and Delivery	1	07/08/2021	5,600.00	5,600.00
27169	07/19/2021	Joe's Rental's	07152021	TRANSMISSION & DISTRI	2	07/15/2021	255.00	255.00
27191	07/23/2021	Johnson Drilling Co.	10183	ABANDONMENT	1	07/16/2021	15,000.00	15,000.00
27170	07/19/2021	Kern County Public Works	19998	124044817 MUNI Waste	1	06/02/2021	9.00	9.00
27171	07/19/2021	Lanpro Systems	30124090	Computer Services & Soft	1	07/01/2021	1,210.15	1,210.15
27172	07/19/2021	O' REILLY AUTO PARTS	4451-155420	O' REILLY	1	06/28/2021	12.21	12.21
27172	07/19/2021		4451-158987	BATTERY	1	07/09/2021	100.33	100.33
27173	07/19/2021	PA Security & Video - 309	1500428	PA SECURITY	1	07/01/2021	30.00	30.00
27174	07/19/2021	PA Security & Video - 847	1500430	Customer no 74-6031	1	07/01/2021	30.00	30.00
27175	07/19/2021	Pacific Tire Services # 18	27927	Tire Services	2	06/01/2021	54.88	54.88
27175	07/19/2021		28561	Tire REPAIR, SENSOR VA	1	07/13/2021	43.74	43.74
27176	07/19/2021	PG&E 0020431397-7 WEL	0020431397	0020431397-7 Well no. 10	2	07/12/2021	15,008.28	15,008.28
27177	07/19/2021	PG&E 0781810924-6 well	0781810924	SE SW SW 35 31 29	1	07/12/2021	19,255.80	19,255.80
27192	07/23/2021	PG&E 3569445887-4 BOO	3569445887-	3569445887-4 Booster Sta	1	07/14/2021	919.81	919.81
27193	07/23/2021	PG&E 4472256989-2 847	4472256989-	4472256989-2 S.DERBY LI	1	07/14/2021	12.88	12.88
27179	07/19/2021	PG&E 9098150642-2 well	9098150642	SW SW NW 2 32 29	1	07/12/2021	39,950.68	39,950.68
27195	07/23/2021	PG&E 9892684436-0 309	9892684436-	9892684436-0 309 Campu	1	07/14/2021	729.02	729.02

Check Number	Check Issue Date	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Check Amount
27180	07/19/2021	Pitney Bowes Global - 001	3104818419	PITNEY BOWES	1	06/25/2021	196.19	196.19
27181	07/19/2021	Price Disposal	627811	Utilities	1	07/01/2021	205.34	205.34
27161	07/19/2021	Rabobank Visa Card/Mech	06/02/21 - 07	R. Barraza: (06/02/21 - 07/	2	07/01/2021	398.10	398.10
27161	07/19/2021		06012021	R. Barraza: (05/04/21 - 06/	4	06/01/2021	1,009.31	1,009.31
27196	07/23/2021	Spectrum Enterprise	1098562010	internet services	1	07/14/2021	604.00	604.00
27182	07/19/2021	Stinson's	111679-0	STINSON'S OFFICE ORD	2	07/07/2021	155.09	155.09
27182	07/19/2021		112044-0	STINSON'S OFFICE ORD	1	07/09/2021	59.27	59.27
27183	07/19/2021	US Bank	446757411	Office Equipment Lease	1	06/25/2021	400.20	400.20
27184	07/19/2021	Wall, Wall & Peake	303671.006S	Legal	2	06/30/2021	1,836.97	1,836.97
27197	07/23/2021	WESTAIR Gases & Equip	80383951	Pumping-Maintenance	1	06/30/2021	29.60	29.60
Multiple	Multiple	PG&E 7360971179-8 WEL	05/11/21-06/0	Pumping-Power	2	06/14/2021	16,335.68	16,335.68
27194	07/23/2021		7360971179-	Pumping-Power	1	07/14/2021	16,278.52	16,278.52
27185	07/19/2021	WATER ASSOCIATION OF	6292021	CONSERVATION CAMPAI	1	06/29/2021	2,500.00	2,500.00
27185	07/23/2021	CONCENTRA	71985995	PRE-EMPLOYMENT DRU	1	07/08/2021	154.00	154.00
Grand Totals:							<u>188,577.39</u>	<u>188,577.39</u>

Report Criteria:

Summary report type printed

AGREEMENT

THIS AGREEMENT (the "Agreement") made this day of JULY 20TH OF THE YEAR 2020, by and between the ARVIN COMMUNITY SERVICES DISTRICT ("District") and KERN PLUMBING & BACKFLOW SERVICES NC, a California Corporation (the "Consultant"),

WITNESSETH:

WHEREAS, The District wishes to contract with Consultant to operate the Cross Connection Control Program for the District and such other related services as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Services") pursuant to the terms and conditions described hereinafter and Consultant is agreeable thereto.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the parties agree as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. District hereby contracts with Consultant to perform the Services.
3. District shall pay Consultant \$5,800.00 (the "Fee") upon District's execution of this Agreement as payment in full for performance of the Services for the Term described in paragraph 4 of this Agreement. There shall be no other charges payable by the District.
4. Unless earlier terminated as hereinafter described, the term of this Agreement (the "Term") shall be for one year from the date hereof provided, however, that District shall have the option to extend the Term for an additional one year under the same terms and conditions as described herein upon written notice to Consultant prior to expiration of the Term.
5. Consultant shall indemnify, defend and hold harmless District, its officers, Board members, employees, and agents from any and all claims, liabilities, expenses, and damages, including attorney's fees, for injury to or death of any person, and for damage to any property, arising out of or in any way connected with any act or omission by or on behalf of Consultant.
6. Without limiting Consultant's obligations under Paragraph 5 of this Agreement, Consultant shall obtain and maintain during the life of this Agreement

comprehensive general liability insurance coverage, in an amount of \$1 million per occurrence and automobile liability for owned, hired, and non-owned vehicles. Consultant shall provide District with appropriate certificates of insurance and endorsements for the foregoing in which the District, its officers, Board members, employees, and agents are named as additional insureds and specifically designating all such insurance as primary, and providing that same shall not be terminated nor coverage reduced without ten days prior written notice to District.

7. Consultant shall not assign its interest herein or any part thereof and any attempted assignment shall be void.

1. Either party may terminate this Agreement at any time by giving the other party ten (10) days prior written notice, provided that in such event Consultant shall be entitled to a pro rata share of the Fee and Consultant shall return that portion of the Fee equal to the percentage of the Term still remaining after the date of termination.

2. All notices required to be given under this Agreement or by law shall be in writing and shall be deemed received by the party to whom directed if personally served or when faxed or when sent by electronic mail ("email") or when deposited in the United States mail, postage prepaid, first class, or addressed as follows: If to District, General Manager, 309 Campus Drive, Arvin, California 93203, Fax —(661) 854-8230, Email: rbarraza@arvincsd.com, or if to Consultant, sales@kernpbs.com, Kern Plumbing & Backflow Services Inc., 9530 Hageman Road, Suite B-140, Bakersfield, California 93312, Phone — (661) 587-0695), Email: sales@kernpbs.com. Any party may change its address by giving notice to the other party in the manner herein described.

3. Time is of the essence with regard to each covenant, condition and provision of this Agreement.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

5. This Agreement constitutes the entire Agreement between the parties with regard to the subject matter herein and supersedes all prior oral and written agreements and understandings between the parties with respect thereto.

6. This Agreement may not be altered, amended, or modified except by a writing executed by duly authorized representatives of all parties.

14. In the event any action or proceeding is instituted arising out of or relating to this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and actual costs.

1. This Agreement may be executed in counterparts. A facsimile or electronic copy of this fully executed agreement shall be as effective as the original for all purposes.

2. Waiver by a party of any provision of this Agreement shall not be considered a continuing waiver or a waiver of any other provision, including the time for performance of any such provision.

3. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns.

4. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and not be affected, impaired, or invalidated thereby.

5. District and Consultant each acknowledge that each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

6. All reports, information, data and exhibits drafted or provided by Consultant and all copyrights shall be the property of the District and shall be delivered to the District upon demand without additional costs or expense to the District.

///

///

/1/

/1/

///

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



Rafael Gallardo, Board President, Arvin
Community Services District "District"

KERN PLUMBING & BACKFLOW
SERVICES INC., a California
Corporation, "Consultant"



Name: Monte Raines
Its: Owner

Agreement Addendum

This is an addendum to the Agreement (the "Agreement") between the Arvin Community Services District (the "District") and Kern Plumbing and Backflow Services, Inc. (the Company) dated July 20, 2020.

Notwithstanding any term or condition in the Agreement, the Company and the District agree to add the following to the agreement:

1. The minimum amount agreed to in the contract is for services rendered to test and certify all backflow prevention assemblies that are known to be in Arvin Community Services District. Testing will be performed by Certified testers employed with Kern Plumbing & Backflow Services Inc. Records will be submitted to California Department of Public Health along with an annual report required by California Department of Public Health confirming that Arvin Community Services District has an active Cross Connection Control Program in place. Upon inspection, if the backflow prevention assembly should fail, notification shall be presented to the owner or person responsible of the property in question that their backflow prevention assembly has been inspected by a certified backflow prevention assembly tester at the cost of Arvin CSD and has failed and is in need of repair or replacement. The owner or responsible party will also be notified that they are required to repair or replace the failed device in a timely manner to maintain the safety and quality of the city water supply. The cost of this repair or replacement will fall on the customer. Upon which time a list of certified backflow prevention assembly testers will be provided for the owner or responsible party. The customer will be given the choice: If they so wish to have Arvin CSD take care of the repair or replacement a quote for the cost will be provided to the owner or responsible party. If the owner or responsible party agrees to the provided quote the cost of the repair will be included in the water bill under terms provided by Arvin CSD. Or the owner or responsible party will have the option to use any person on the provided list to complete the work. Either for a second opinion or to complete the repair or replacement. Additional work requested by Arvin CSD such as Cross Connection Control Survey will be provided by Kern Plumbing & Backflow Services Inc. invoiced on a time and material basis not to exceed an amount agreed on by both parties at \$120.00 per hour.
2. In case of any conflict between the provisions of this Addendum and other sections of the agreement, the provisions of this Addendum should prevail. All other provisions of the Agreement shall remain in full force and effect.

Arvin Community Services District Board President Maria Alvarez

August 2, 2021

Date

Monte Raines, Kern Plumbing and Backflow Services, Inc.

Date

RESOLUTION 01-2021
ADOPTING THE UPDATED MULTI-JURISDICTION HAZARD
MITIGATION PLAN

Section 1. WHEREAS:

(a) The Arvin Community Services District, a political subdivision of the State of California, is an official participating jurisdiction in the updated Kern Multi-Jurisdiction Hazard Mitigation Plan (“MJHMP”); and

(b) Arvin Community Services District recognizes the updated MJHMP as the official hazard mitigation plan for participating jurisdictions; and

(c) Arvin Community Services District has gathered information and prepared the updated MJHMP in accordance with Federal Emergency Management Agency (FEMA) requirements at 44 CFR § 201.6; and

(d) Volume 1 of the updated MJHMP recognizes the threat that natural hazards pose to people and property Kern County-wide; and

(e) Arvin Community Services District’s Annex to Volume 1 of the updated MJHMP provides additional information specific to the Arvin Community Services District, with a focus on providing additional details on the planning process, risk assessment, and mitigation strategy for this community; and

(f) Arvin Community Services District has reviewed Volume 1 of the updated MJHMP and its Annex and affirms that the plan actions in Volume 1 and its Annex should reduce the potential for harm to people and property from future hazard occurrences within the community; and

(g) The U. S. Congress passed the Disaster Mitigation Act of 2000 (“Disaster Mitigation Act”) emphasizing the need for pre-disaster mitigation of potential hazards; and

(h) The Disaster Mitigation Act made available mitigation grants to state and local governments; and

(i) An adopted hazard mitigation plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

(j) The Arvin Community Services District fully participated in the FEMA-prescribed mitigation planning process to prepare this updated MJHMP; and

(k) The residents were afforded opportunities to comment and provide input in the updated MJHMP and the mitigation actions in the Plan; and

(l) The Arvin Community Services District, as a fully participating jurisdiction of the updated MJHMP, is an eligible sub-applicant to the State of California under FEMA’s hazard mitigation grant program guidance; and

(m) The California Office of Emergency Services (Cal OES), and the FEMA Region IX officials have reviewed the updated MJHMP, and approved it contingent upon this official adoption by the participating governing body; and

(n) The Arvin Community Services District desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the updated MJHMP; and

(o) Adoption by the governing body for the Arvin Community Services District demonstrates the jurisdiction's commitment to fulfilling the mitigation goals and objectives outlined in this updated MJHMP; and

(p) Adoption of this plan helps to coordinate the responsible agencies to carry out their responsibilities under the updated MJHMP.

(q) In addition to the updated MJHMP, Arvin Community Services District has/or will adopt an Emergency Response Plan.

Section 2. **NOW, THEREFORE, IT IS RESOLVED** by the Board of Directors of the Arvin Community Services District:

1. This Board of Directors finds the facts mentioned above to be true and further finds that this Board of Directors has jurisdiction to consider, approve, and adopt the subject of this Resolution.

2. This Board of Directors does hereby adopt the updated Kern Multi-Jurisdiction Hazard Mitigation Plan Volume 1 and its Annex, as approved by FEMA and Cal OES, as the official mitigation plan for Arvin Community Services District

3. This Board of Directors authorizes the Director of Kern County Emergency Services to submit an approved and signed copy of this adoption resolution to the California Office of Emergency Services and FEMA Region IX officials to enable the plan's final approval in accordance with the requirements of the Disaster Mitigation Act of 2000.

Passed: August 2, 2021
Date

Certifying Official: President Maria Alvarez