



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET, PORTERVILLE, CA 93257
AND BUCARELI 168 DEPARTAMENTO 511, CUIDAD DE MEXICO,
CUIDAD DE MEXICO 06000, MEXICO
AUGUST 20, 2019, 5:30 PM**

Call to Order

Roll Call

ORAL COMMUNICATIONS

This is the opportunity to address the City Council on any matter scheduled for Closed Session. Unless additional time is authorized by the Council, all commentary shall be limited to three minutes.

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 140 S. C Street. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Porterville Unified School District. Under Negotiation: Terms and Price.
- 2 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 256 East Orange Avenue, Porterville, CA. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Porterville Unified School District. Under Negotiation: Terms and Price.
- 3 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 645 N. Prospect Street. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Porterville Unified School District. Under Negotiation: Terms and Price.
- 4 - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis and Che Johnson. Employee Organization: Porterville City Firefighters Association.
- 5 - Government Code Section 54956.95 – Liability Claim: Claimant: Porterville Developmental Center. Agency claimed against: City of Porterville.
- 6 - Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One (1) case in which facts are not yet known to potential plaintiff.
- 7 - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Two (2) cases.

6:30 P.M. RECONVENE OPEN SESSION AND REPORT ON

REPORTABLE ACTION TAKEN IN CLOSED SESSION

Pledge of Allegiance Led by Council Member Virginia Gurrola
Invocation

REPORTS

This is the time for all committee/commission/board reports; subcommittee reports; and staff informational items.

- I. City Commission and Committee Meetings
 - 1. Parks & Leisure Services Commission - Summer Hiatus
 - 2. Youth Commission - Summer Hiatus
 - 3. Library & Literacy Commission
 - 4. Arts Commission
 - 5. Animal Control Commission
 - 6. Transactions and Use Tax Oversight Committee (TUTOC)
- II. Staff Informational Reports
 - 1. Water Conservation Phase III Status Update
 - 2. Update on the New Porterville Rescue Mission

AB 1234 REPORTS

This is the time for all AB 1234 reports required pursuant to Government Code § 53232.3.

- 1. Local Agency Formation Commission (LAFCO) - August 7, 2019
- 2. South San Joaquin Valley Division League of California Cities - August 8, 2019
- 3. Global Leadership Summit - August 8-9, 2019
- 4. Tulare County Water Commission - August 12, 2019
- 5. Eastern Tule Groundwater Sustainability Agency - August 13, 2019
- 6. San Joaquin Valley Air Pollution Control District (SJVAPCD) Governing Board - August 15, 2019
- 7. Tulare County Association of Governments (TCAG) Sustainable Corridor Committee - August 15, 2019
- 8. Tulare County Association of Governments (TCAG) - August 19, 2019

ORAL COMMUNICATIONS

This is the opportunity to address the Council on any matter of interest, whether on the

agenda or not. Please address all items not scheduled for public hearing at this time. Unless additional time is authorized by the Council, all commentary shall be limited to three minutes.

CONSENT CALENDAR

All Consent Calendar Items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made, in which event the item will be removed from the Consent Calendar. All items removed from the Consent Calendar for further discussion will be heard at the end of Scheduled Matters.

- 1. Authorization to Purchase Signal Preemption Equipment**
Re: Consideration to authorize the purchase of Global Traffic Technologies (GTT) signal preemption equipment from Advance Traffic Products at a total cost of \$96,320.26.
- 2. Request For Renewal of Accela PublicStuff Three (3) Year Contract**
Re: Consideration to authorize a three (3) year contract renewal with Accela for the PublicStuff Pro Services.
- 3. Police Department Fire Alarm Control Panel Upgrade**
Re: Consideration to authorize the purchase and install of the new fire control panel as quoted by Johnson Controls in the amount of \$11,102.00.
- 4. Authorization to Transfer Transit Rolling Stock to the Tule River Tribe of California**
Re: Consideration to approve draft Resolution authorizing the transfer to the Tule River Tribe of two (2) 2007 Chevrolet Minivans currently used as spare transit vehicles in the City's paratransit Dial-A-Ride service pursuant to FTA regulations.
- 5. Authorization to Repair North Creek Estates Entrance Median Island**
Re: Consideration to Authorize RGB Construction Unlimited to perform construction work in the amount not to exceed \$7,600 to repair the North Creek Estates entry median island off of Westwood Street.
- 6. Request for Approval to Apply for Bureau of Justice Assistance FY2019 Edward Byrne Memorial Justice Assistance Grant**

Re: Considering approval to file a grant application for \$15,178 in funds from the Edward Byrne Memorial Justice Assistance Grants Program for the purchase of critical incident rapid response equipment.
- 7. Selective Traffic Enforcement Program Grant Award**
Re: Considering acceptance of Selective Traffic Enforcement Program (STEP) Grant funding from the California Office of Traffic Safety in the amount of \$90,000.

8. **Approval of Management Services for Low Carbon Fuel Standards Credits**
Re: Consideration to authorize staff to negotiate and enter into a Management Services Agreement with SRECTrade, for a period of two (2) years, for the Low Carbon Fuel Standard Program.
9. **Authorization to Negotiate a Contract for OHV Park Management Services**
Re: Consideration to authorize staff to negotiate an OHV Park management services contract with Mr. Myron Short.
10. **Rescinding a Notice of Hearing and Intent to Acquire Property**
Re: Rescinding Notice of Hearing and Intent to Acquire Property located at the north side of Olive Avenue at Redwood Street for the purposes of a well, subsurface pipeline, and access/utility easement.
11. **Consideration of Resolution Authorizing Workers' Compensation Coverage for Off-Duty Peace Officers Injured Out of State**
Re: Considering a Resolution which would extend Workers' Compensation coverage to peace officers who sustain a bodily injury while engaging in the attempted apprehension of law violators, or the protection of life or property, while outside the state of California.
12. **Consideration of Reappointments to Arts Commission**
Re: Considering the reappointment of Kyree Perkins and Emily Luna to the Arts Commission to three (3) year terms to expire in July 2022.
13. **Approval of City Council's Procedural Handbook**
Re: Considering approval of City Council's Procedural Handbook.
14. **Ratification of Council Member Appointments to Various Boards and Committees**

Re: Ratifying City Council appointments to various boards and committees on which the Council Members serve as discussed and approved at the Council Meeting of July 16, 2019.
15. **Request for Proclamation - Adult Literacy Awareness Month - September, 2019**
Re: Consideration of a request to proclaim the month of September, 2019, as "Adult Literacy Awareness Month."
16. **Approval for Community Civic Event - Fil-Amer Association of California, Inc. - Filipino Weekend Celebration - September 28, 2019**
Re: Considering approval of an event to take place at Veteran's Park on Saturday, September 28, 2019, from 6:00 a.m. to 10:00 p.m.
17. **Status and Review of Declaration of Local Emergency**

Re: Considering approval of the continuance of the Declaration of Local Emergency.

SCHEDULED MATTERS

18. Phase 1 - Transit Service Modifications

Re: Consideration to authorize the Phase 1 - Transit Service Modifications; enter an agreement with TransLoc for a one (1) year pilot; and authorize staff to purchase the required TransLoc Program Launch Service and required equipment.

19. Consideration to Purchase Twelve (12) Electric Transit Passenger Vans and Associated Equipment

Re: Consideration to approve the purchase of twelve (12) Electric Transit Passenger Vans and associated equipment.

20. Acceptance of Southern California Edison Charge Ready Transport Program Funds and Authorization to Purchase Charging Station Equipment

Re: Consideration to authorize the execution of SCE Charge Ready Transport Agreements, and the purchase of twelve (12) Tritium Veefil RT 50kW charging stations, network services, shipping, and sales tax, in the amount of \$352,484.63 and one (1) BTC Power 200kW charging station, network services, shipping, and sales tax, in the amount of \$63,773.89 from Greenlots.

ORAL COMMUNICATIONS

OTHER MATTERS

CLOSED SESSION

Any Closed Session Items not completed prior to 6:30 p.m. will be considered at this time.

ADJOURNMENT - to the meeting of September 3rd, 2019.

In compliance with the Americans with Disabilities Act and the California Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the Office of City Clerk at (559) 782-7464. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting and/or provision of an appropriate alternative format of the agenda and documents in the agenda packet.

Materials related to an item on this Agenda submitted to the City Council after distribution of the Agenda packet are available for public inspection during normal business hours at the Office of City Clerk, 291 North Main Street, Porterville, CA 93257, and on the City's website at

www.ci.porterville.ca.us.



CITY COUNCIL AGENDA – AUGUST 20, 2019

SUBJECT: 1. Water Conservation Phase III Status Update

SOURCE: Public Works

COMMENT: The City of Porterville has continued to implement an active water conservation approach, both conserving and providing flexibility to the community. The City has transitioned from Phase IV to Phase III of the City's Water Conservation Plan as of June 1, 2019. The Water Conservation Plan applies to all municipal water users within or outside city limits. As part of the Phase III plan, the City has provided additional watering days, a two (2) day per week watering schedule based on address. If an address ends with an "odd" number, the watering days are Tuesday and Saturday; if an address ends with an "even" number, the watering days are Wednesday and Sunday. Watering is prohibited between the hours of 5 a.m. to 10 a.m. and 5 p.m. to 10 p.m., with no watering allowed Monday, Thursday, or Friday. Watering of outdoor landscaping is prohibited during, and within 48 hours after, measurable rainfall which is currently defined as greater than 0.01 of an inch.

Violations of prohibited activities are considered infractions and are punishable by fines of up to \$500 for each day in which the violation occurs. Any peace officer or employee of a public agency charged with enforcing laws and authorized to do so by Ordinance may issue a citation to the violator. The City of Porterville will be responding to enforcement by issuing a Notice of Violation for all witnessed occurrences and staff will be processing all reported issues. Enforcement statistics for the month of July 2019 show that a total of 19 Notice of Violations were issued for water wasting, and 3 Administrative Citation was issued.

Water production for July 2019 shows an 5% increase from the 5-year average. The production for the month of July 2019 was 409 million gallons, which when compared to the production for the month of July 2013 of 533 million gallons, equates to a 23.29% reduction. Residential consumption for July 2019 was 148.60 gallons per capita per day (GPCD).

Compliance with individual water supplier conservation requirements is based on cumulative savings. Cumulative tracking means that conservation savings will be added together from one month to the next and compared to the amount of water used during the same months in 2013. City Staff will be evaluating conservation totals in two formats: 1. Calculate the cumulative conservation totals for production as compared to production in 2013; and 2. Calculate cumulative conservation totals in relation to GPCD, in efforts to evaluate population growth impacts on production as compared to 2013. The cumulative total of production for the City of Porterville's conservation efforts will reflect June 2015 through July 2019. Porterville's cumulative total production

conservation through July 2019 is 23.38%. The cumulative total of GPCD for the City of Porterville's conservation efforts will reflect June 2015 through July 2019. Porterville's cumulative total GPCD conservation through June 2019 is 26.1%.

Under the February 2, 2016, emergency regulation, the City of Porterville received a revised conservation standard of 28% with an additional 2% reduction for climate adjustment, making the City's conservation standard 26%. After reviewing the Water Board's Self-Certification criteria for drought impacts to water supplies, the City of Porterville Council approved maintaining a self-imposed standard of 26%. The continuation of the current conservation goals keep a standardized message that the City has worked to develop in public outreach, provides resiliency and capacity to ensure three years of supply under drought conditions, meets the minimum 20% conservation standard defined in the City's Urban Water Management Plan, and assists the City toward meeting the requirements of the Sustainable Groundwater Management Act (SGMA).

The State Water Board continues to require monthly reporting to track what agencies are doing and how they perform throughout the year. Proposed permanent regulations, will require agency reporting to continue monitoring the performance of urban water conservation, with a preparedness to return back to a conservation standard if necessary.

RECOMMENDATION: Information Only

ATTACHMENTS:

1. Monthly Production Status July 2019
2. Monthly Production Status GPCD July 2019
3. Drought Response Phase III Flyer -

Appropriated/Funded:

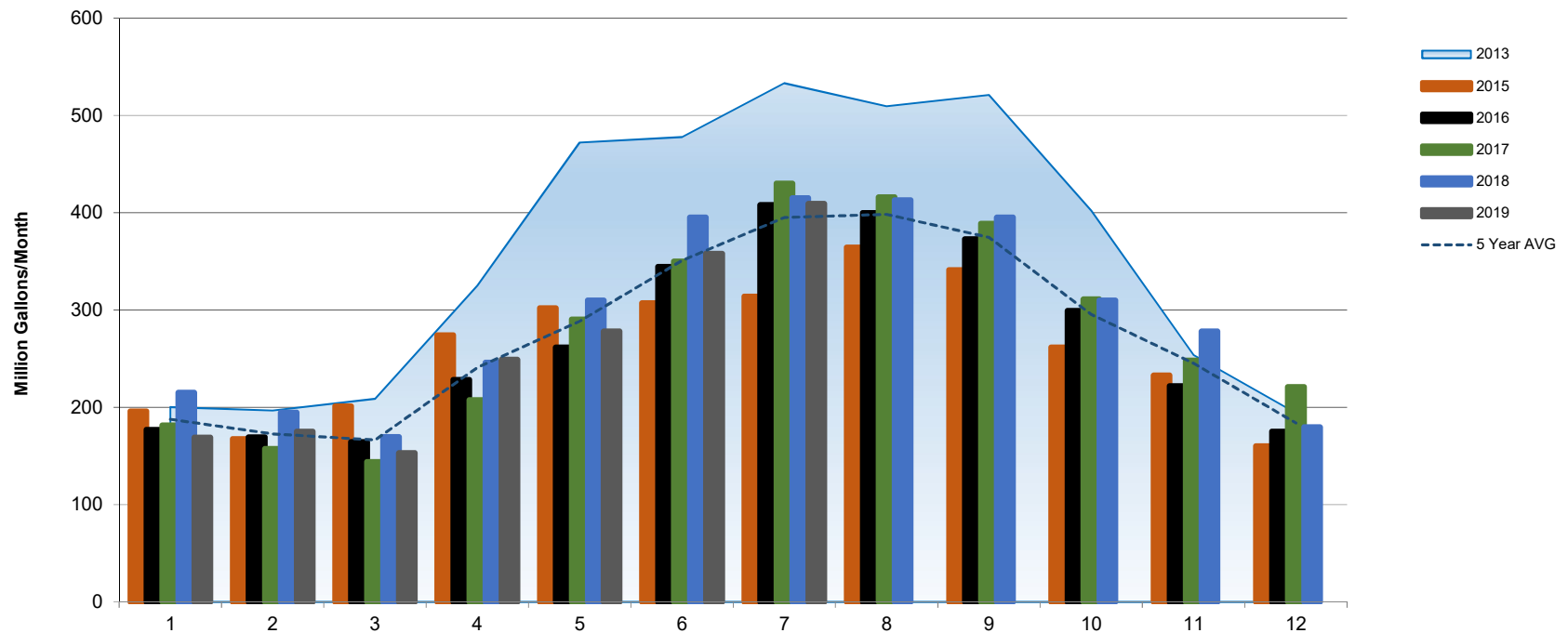
Review By:

Department Director:

Michael Knight, Deputy Public Works Director/Field Services Manager

Final Approver: John Lollis, City Manager

Monthly Production Status & Cumulative Total June 2015 Through July 2019 Production Comparison to 2013 & 5 Year Average

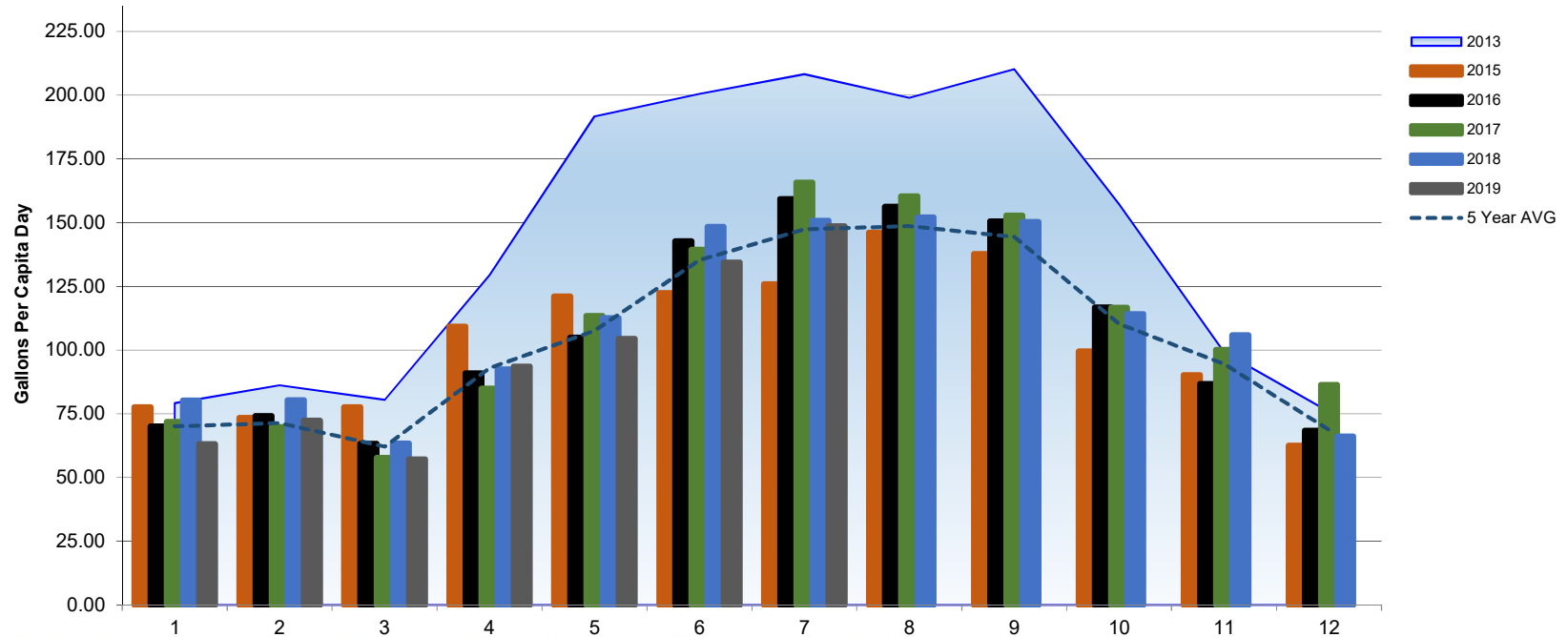


Production Cumulative Total 23.4%

	2015	2016	2017	2018	2019
1	-2%	-12%	-9%	1%	-16%
2	-15%	-14%	-20%	-7%	-11%
3	-4%	-21%	-31%	-13%	-27%
4	-16%	-30%	-36%	-29%	-23%
5	-36%	-45%	-38%	-39%	-41%
6	-36%	-28%	-27%	-26%	-25%
7	-41%	-24%	-19%	-25%	-23%
8	-28%	-21%	-18%	-24%	
9	-35%	-28%	-25%	-29%	
10	-35%	-26%	-23%	-27%	
11	-8%	-13%	-2%	7%	
12	-18%	-10%	14%	-13%	

Percent Comparison to 2013 Production

**Monthly Production Status & Cumulative Total June 2015 Through
July 2019 Gallon Per Capita Day Comparison to 2013 & 5 Year Average**



GPCD

Cumulative Total 26.1%

	2015	-2%	-15%	-4%	-16%	-37%	-39%	-40%	-27%	-35%	-37%	-9%	-18%
	2016	-12%	-14%	-21%	-30%	-45%	-29%	-24%	-21%	-28%	-26%	-13%	-10%
	2017	-9%	-19%	-28%	-34%	-41%	-30%	-20%	-19%	-27%	-26%	1%	14%
	2018	1%	-7%	-21%	-29%	-41%	-26%	-28%	-24%	-29%	-27%	7%	-13%
	2019	-20%	-16%	-29%	-28%	-46%	-33%	-29%					

Percent Comparison to 2013 Production



DROUGHT RESPONSE Phase III

Mandatory Odd/Even Watering Schedule, based on address. Residents will be allowed TWO days a week to water lawns and landscapes. No watering allowed on Mondays, Thursdays, and Fridays.

Watering is prohibited between the hours of 5:00 AM to 10:00 AM and 5:00 PM to 10:00 PM.

No watering outdoor landscapes during and within 48 hours after measurable rainfall.

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

Vehicles shall only be washed on designated watering days and with a hose equipped with a shut-off nozzle.

The operation of ornamental water features is prohibited unless the fountain uses a recycling system.

Non-compliance with Phase III water conservation regulations could result in citations with fines up to \$500.

DROUGHT RESPONSE PHASE III

The City of Porterville has adopted Phase III of its Drought Response Plan. As part of the Phase III plan, the City has restricted watering days to two days per week, based on address.

Mandatory Odd/Even Watering Schedule

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
DO NOT WATER	OK TO WATER	OK TO WATER	DO NOT WATER	DO NOT WATER	OK TO WATER	OK TO WATER
---	ODD	EVEN	---	---	ODD	EVEN

■ Odd Address
 ■ Even Address

ODD NUMBER ADDRESSES

If your address ends with an “odd” number, 1, 3, 5, 7, or 9, your watering days are Tuesday and Saturday *only*.

OR

EVEN NUMBER ADDRESSES

If your address ends with an “even” number, 0, 2, 4, 6, or 8, your watering days are Wednesday and Sunday *only*.

Violation Level	Citation Amount
First Violation	Warning Only
Second Violation	\$100 Fine
Third Violation	\$200 Fine
Fourth Violation	\$500 Fine

Mandatory Odd/Even Watering Schedule

Excessive water runoff prohibited

The washing of sidewalks and driveways is prohibited

Vehicles shall only be washed on designated watering days and with hoses equipped with a shut-off nozzle

Ornamental water features are prohibited unless the fountain uses a recycling system

WATERING PROHIBITED BETWEEN THE HOURS OF 5:00 – 10:00 AM 5:00 – 10:00 PM

NO WATERING ON MONDAYS, THURSDAYS, AND FRIDAYS.



CITY COUNCIL AGENDA – AUGUST 20, 2019

SUBJECT: 2. Update on the New Porterville Rescue Mission

SOURCE: Community Development

COMMENT: On June 18, 2019, City Council adopted Resolution 43-2019 approving Conditional Use Permit 2018-041-C for the New Porterville Rescue Mission (Mission) to allow for a Social Services Facility located at 30 S. A Street.

In addition to the change in occupancy classification, there were several fire and life safety items that were required to bring the building into compliance. A timeline was established for those items as identified below:

- On or before June 21st: Submit plans for sprinkler and smoke detection building permit
- On or before July 12th: Pull the permit to begin construction
- On or before August 12th: Final inspection of the sprinkler and smoke detection system, complete with testing

The Mission met all of the deadlines with time to spare. In addition to the life and safety items, other improvements were required by the Conditional Use Permit. As outlined in Resolution in 43-2019, Condition #1, and in compliance with Porterville Municipal Code Chapter 21, Section 301.09, “Social Services Facilities shall provide: adequate and accessible sanitary facilities, including lavatories, restrooms and refuse containers; sufficient patron seating facilities for dining; effective screening devices such as landscaping and masonry fences in conjunction with outdoor activity areas.”

On July 24, 2019, City staff met with the applicant and agent to discuss a plan for the additional improvements. A list of improvements were identified by the group and it was determined the Mission should first work on the adequate and accessible sanitary facilities, followed by improvements to the parking lot and refuse containers, and lastly screening mechanisms. In order to accommodate the sanitary facilities requirements, a complete scope of work is being evaluated to be followed with a building permit submittal. As noted in Resolution 43-2019, an annual fire inspection, as well as bi-annual review of the CUP by the City Council will commence, at least until such time as the New Porterville Rescue Mission is brought into full compliance.

On July 31, 2019, staff received an application for a City Business License for Fathers Against Drunk Driving with the business description as “Raise awareness regarding underage drinking and DUI prevention.” The business

address was listed at 30 S. A Street. Resolution 43-2019, condition #4 states any future change in operation which substantially alters the conditions or nature of the subject business will require approval by the City Council. Part of the Mission's Operations Plan included holding meetings for drug and alcohol rehabilitation and the aforementioned business category would fall within that description. In addition to staff reporting back to City Council in February 2020 regarding the completion of the additional improvements, staff will provide an update of any additional license requests.

RECOMMENDATION: Information Only

ATTACHMENTS: 1. Resolution 43-2019

Appropriated/Funded:

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. 43-2019

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
RESCINDING RESOLUTION 10-2019 AND PLANNING COMMISSION RESOLUTION
606, AND CONTAINING FINDINGS AND CONDITIONS IN SUPPORT OF
CONDITIONAL USE PERMIT 2018-041-C TO ALLOW FOR A SOCIAL SERVICES
FACILITY-
THE NEW PORTERVILLE RESCUE MISSION**

WHEREAS: The City Council of the City of Porterville, at its regular scheduled meeting of June 18, 2019, conducted a continued public hearing to consider whether to modify or revoke Modification No. 1 to Conditional Use Permit 8-74 (PRC 2018-041-C) to allow for a Social Services Facility for the New Porterville Rescue Mission located at 30 S. A Street; and

WHEREAS: The City Council determined that the proposed change of occupancy eliminates the use of the project site as a church. This in turn deems moot the original Conditional Use Permit (CUP 8-74), which authorized the expansion of a church on the subject property; and

WHEREAS: To clearly record the appropriate and allowed uses and occupancy of the subject site and structures, the original approvals must be replaced with conditions of approval focused on the establishment and operation of a Social Services Facility; and

WHEREAS: On May 29, 2019, the Environmental Coordinator made a preliminary determination that the project is exempt from California Environmental Quality Act pursuant to §15301, Existing Facilities in that there is no proposed expansion to the existing building; and

WHEREAS: The City Council of the City of Porterville received testimony from all interested parties related to said Conditional Use Permit; and

WHEREAS: The City Council made the following findings:

1. That the proposed project will advance the goals and objectives of, and is consistent with, the policies of the General Plan and any other applicable plan that the City has adopted:

The proposed project is consistent with the Housing Element's goal to provide a variety of housing types. Further, the subject site is consistent with the Zoning Standards for DRM-3 (Downtown High Density Residential) zone and the General Plan Land Use Designation of High Density Residential. The General Plan promotes a mix of residential neighborhoods to provide for a mix of housing types to serve the needs of all Porterville Residents. Additionally, it supports community facilities that are appropriate for a residential environment, including residential care and alcoholism or drug abuse recovery or treatment facilities.

2. That the proposed location of the project and the conditions under which it will be operated or maintained will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity:

Conditions of approval are included herein to ensure adequate operational standards are met. The project is located within an existing building and is conditioned so that proposed activities have been evaluated and conditions associated with them be mitigated.

Additionally, the project is conditioned to preserve the public safety, health and welfare to prevent the use from becoming a nuisance and operate the business in compliance with all laws, ordinances and regulations. In the event that any condition of approval is violated, the City Council may modify or revoke the conditional use permit.

3. This project is exempt from CEQA pursuant to §15301, Existing Facilities in that there is no proposed expansion to the existing building.

NOW, THEREFORE, BE IT RESOLVED:

1. Resolution 10-2019, which approved Modification No. 1 to Conditional Use Permit 8-74 to allow for a social services facility for the New Porterville Rescue Mission is hereby revoked.
2. Planning Commission Resolution 606, which approved Conditional Use Permit 8-74 to construct a social and Sunday school building as an addition to an existing church building at 30 South A Street is hereby revoked.

BE IT FURTHER RESOLVED: That the City Council of the City of Porterville does hereby approve Conditional Use Permit 2018-041-C subject to the following conditions:

1. Social Service Facilities shall be located, developed and operated in compliance with the following minimum standards. All Social Services Facilities shall provide: adequate and accessible sanitary facilities, including lavatories, rest rooms and refuse containers; sufficient patron seating facilities for dining, whether indoor or outdoor; effective screening devices such as landscaping and masonry fences in conjunction with outdoor activity areas; a plan of operation, including but not limited to, patron access requirements, hours of operation, security measures, litter control, and noise attenuation.
2. Evidence of compliance with all Fire Safety regulations shall be provided within the timeframe established herein:
 - i. On or before June 21, 2019: Submit plans for sprinkler and smoke detection building permit
 - ii. On or before July 12, 2019: Pull the permit to begin construction
 - iii. On or before August 12, 2019: Final inspection of the sprinkler and smoke detection system, complete with testing
3. A plan for compliance with all applicable Building regulations, as well as improvements required pursuant to Section 301.09 of the Development Code (referenced above in Condition #1) shall be provided by August 13, 2019, including timeframes for completion of necessary improvements.

4. Upon approval of this permit, any future change in operation which substantially alters the conditions or nature of the subject business as identified in the Operations Plan (Exhibit A), will require approval by the City Council.
5. Unless an extension of time is granted by the City Council, the conditional use permit shall expire two years after the date of approval if the activity is not active or actively pursued. The City Council may approve a one year extension of any permit or approval granted under this ordinance upon receipt of a written application with the required fee before the permit expires.
6. The applicant shall operate the establishment in such a manner as to preserve the public safety, health and welfare, to prevent the use from becoming a nuisance and operate the business in compliance with all laws, ordinances and regulations. In the event that this or any other condition of approval is violated, the City Council may modify or revoke the conditional use permit as provided in Section 601.10 of the Porterville Development Ordinance.
7. Pursuant to Section 601.10(d) the City Council may revoke the permit if it makes any of the following findings:
 - a. That approval was obtained by means of fraud or misrepresentation of a material fact;
 - b. That the use in question has ceased to exist or has been suspended for one year or more;
 - c. That there is or has been a violation of or failure to observe the terms or conditions of the permit or variance, or the use has been conducted in violation of the provisions of this ordinance, law or regulation; or
 - d. That the use to which the permit or variance applies has been conducted in a manner detrimental to the public safety, health and welfare or so as to be a nuisance.
8. Pursuant to Porterville Development Ordinance 300.09, Outdoor Storage is not permitted within the DRM-3 zone (all storage shall be within an enclosed building). Additionally, Resolution 14-2014 does not allow the use of cargo containers in residential zone districts. The two cargo containers present on site must be removed. Both of the existing storage sheds will be required to be relocated outside of the setbacks and would count towards the permitted two accessory structures.
9. The applicant proposes the sale of goods and merchandise as a means of financial support. Retail sales are not permitted in the DRM-3 zone. Section 301.21 allows for temporary uses to include non-profit fund raising. Fund raising sales by a non-profit organization are limited to seven consecutive days, twelve times a year. Merchandise must be stored appropriately on non-sale days. Outdoor Retail Sales must be done in accordance with Section 301.12 of the Porterville Development ordinance and in compliance with the California State Board of Equalization.
10. The temporary use of tents for overflow of patrons may be permitted during the winter months, provided that the usage and assembling of tents be opposite of office hours, erecting tents after 7 p.m. and removing them before 7 a.m.

11. At all times, the facility shall be operated and maintained to comply with State Laws, the City of Porterville Development Ordinance, adopted Building and Fire Codes and all other applicable laws and ordinances.
12. The entire site shall be maintained free of refuse, debris, or other accumulated matter and shall be kept in good repair at all times and in an otherwise neat and attractive manner.
13. Beginning with the final inspection on or before August 12, 2019, and every August thereafter, the facility will be subject to an annual inspection by the Porterville Fire Department.
14. Beginning with the meeting of August 20, 2019, and every February and August thereafter until further ordered by the Council, the applicant's compliance with this Conditional Use Permit will be reviewed by the City Council.

PASSED, APPROVED AND ADOPTED this 18th day of June, 2019.


Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By 
Patrice Hildreth, Chief Deputy City Clerk

MAY 2019

Community Development Department

MAY 20 2019

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The shelter provides approximately 75-100 meals per day we accommodate special dietary such as heart healthy diets, allergies, etc. to the community which we serve. Please see attachment PRM #2 for shelter feeding schedule and meals prepared.

4. **Our men's long-term facility currently holds 18 total occupants. That includes our long term residential and emergency shelter beds. Our women's facility holds 8 total occupants. Which also includes long term residential and emergency shelter beds.**
5. **For housing dormitory layout for the bed arrangements please see attachment PRM#1**
6. **Our Long-term residency program is a 6 month to 1 yr housing facility. Our emergency shelter provides emergency services for up to 72 hours.**
7. **The Porterville Rescue Mission has taken a "Housing First" approach. We offer safety and protection from the hardships of homelessness. We believe that once the immediate burden of homelessness is lifted, it allows for participants to focus, and initiate a plan of action towards self-sufficiency.**
 - a. **We welcome our community by providing 72 hours of emergency food and shelter services. The Porterville Rescue Mission also facilitates a 6 month to 1 yr residency Program.**
 - b. **We offer meals to the homeless and needy, but we welcome our entire community, please see attachment PRM#2 for a more details on the food services provided.**
 - c. **We offer showers to the public during regular business hours. Long term residential participants have access to onsite laundry facilities. We provide essential hygiene products, and participants are allowed laundry detergent**
 - d. **We provide onsite Resume building workshops, on the job training and employment plugs. For those participants that may not be eligible for employment due to current circumstance we offer referrals to the qualifying organizations. Which may include but are not limited to; SSI Social security, Mental Health, Tulare works, Family crisis center**
 - e. **. We continue our support towards the participants personal goals, by allocating individual case managers. It allows us to advocate and address the specific needs of each participant.**
 - f. **We assist with transportation to and from scheduled legal/doctor/ and or personal appointments, AA/NA/ other meetings and court proceedings.**
8. **Hours of operation are as follows**
 - a. **Office hours 7am-7pm**
 - b. **24-hour onsite staff**
 - c. **24-hour emergency telephone services**
 - d. **7pm to 7am overnight staff**
9. **Staffing needs are as follows;**
 - a. **CEO/Director**
 - b. **Human and community resource specialist**
 - c. **Finance and accounting specialist**
 - d. **Intake specialist**
 - e. **Volunteer service coordinator**
 - f. **Maintenance in house**
 - g. **Grounds and lawn service maintenance/mechanic**
 - h. **Case manager for men's facility**
 - i. **manager for women's facility**
 - j. **lead**

- k. Housing program manager for women's facility
- l. Housing program manager for men's facility
- m. Kitchen lead staff and meal planner
- n. Kitchen cook
- o. Kitchen assistant 1
- p. Kitchen assistant 2

STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 18th day of June, 2019.

Said resolution was duly passed, approved, and adopted by the following vote:

Council:	PEÑALOZA	WARD	FLORES	STOWE	REYES
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk



By: Fernando Gabriel-Moraga, Acting Deputy City Clerk



CITY COUNCIL AGENDA – AUGUST 20, 2019

SUBJECT: Authorization to Purchase Signal Preemption Equipment

SOURCE: Public Works

COMMENT: At the City Council meeting of April 1, 2014, staff received authorization to purchase eleven (11) Infrared (IR) and GPS-based Global Traffic Technologies (GTT) traffic preemption systems to upgrade intersections within the city. The traffic preemption system allows for preemption of traffic signal when an approaching and equipped emergency or transit vehicle comes to the signal providing increased on-time performance and response.

In 2014, Kimely-Horn, transit consultant, prepared a technical report to document the overall City of Porterville Transit Signal Priority (TSP) deployment strategy. This report laid the foundation for future TSP deployment throughout the city, and provides a roadmap to deployment for future phases.

Due to highly specialized equipment already in place at intersections, existing equipment installed on the Fire Department's fleet, and the substantial duplication of costs that will not be recovered through open competition, it is staff's recommendation to purchase signal preemption equipment directly from Advanced Traffic Products, the sole authorized dealer for all GTT products, at a total project cost of \$96,320.26.

Staff has received FTA funding for the purpose of purchasing signal preemption equipment from FTA Grant Application CA-90-Z116 and CA-90-Z199. Total FTA and local match funding is \$97,628. \$27,628 in FTA funding, CA-90-Z116, will lapse if the equipment is not purchased and delivered before September 30, 2019.

RECOMMENDATION: That the City Council authorize the purchase of Global Traffic Technologies (GTT) signal preemption equipment from Advance Traffic Products at a total cost of \$96,320.26.

ATTACHMENTS: 1. Opticom Quote Porterville 8-12-19

Appropriated/Funded: JR for MB

Review By:

Department Director:

Michael Knight, Deputy Public Works Director/Field Services Manager

Final Approver: John Lollis, City Manager



www.advancedtraffic.com



CITY COUNCIL AGENDA – AUGUST 20, 2019

SUBJECT: Request For Renewal of Accela PublicStuff Three (3) Year Contract

SOURCE: City Manager's Office

COMMENT: At its meeting on August 6, 2013, in consideration of options for implementing a City mobile application and Citizen Relationship Management (CRM) system, the City Council authorized a one (1) year contract with Accela for their PublicStuff program for the development of the "myPorterville" mobile application at an expense of \$8,800. The expense for the contract was split between the City Council and Community Promotion expenditure accounts for fiscal year 2013-2014, given funds were added to these accounts from the refund of a portion of fees paid to the Tulare County Economic Development Corporation.

The current one (1) year contract with Accela will expire on September 16, 2019 with a one (1) year renewal price of \$11,188.32. Accela has provided the City the option of renewing under a three (3) year contract with a 5% rate increase each year. The first year of the three (3) year contract is starting at the discounted rate of \$10,979.19 versus the price of the one (1) year renewal. Given the community's positive response to myPorterville, as well as staff's utility for coordinated Code Enforcement, it is recommended that the City enter into a three (3) year contract with Accela for the PublicStuff Pro application.

Funding for the contract renewal is include in the adopted Fiscal Year 2019-2020 budget under the Community Promotions account.

RECOMMENDATION: That the City Council authorize a three (3) year contract renewal with Accela for the PublicStuff Pro Services to be used through the myPorterville mobile application.

ATTACHMENTS: 1. Accela Renewal Order Form

Appropriated/Funded: JR for MB

Review By:

Department Director:

Final Approver: John Lollis, City Manager



2633 Camino Ramon, Suite 500
San Ramon, CA 94583

Proposed by: Becky O'Brien
Contact Phone: (925) 359-3334
Contact Email: robrien@accela.com
Quote ID: Q-14188
Valid Through: 08/29/2019
Currency: USD

RENEWAL ORDER FORM

Address Information

Bill To:

City of Porterville
291 North Main Street
Porterville, California, 93257
United States

Ship To:

City of Porterville
291 North Main Street
Porterville, California, 93257
United States

Billing Contact: Terry Mendez
Billing Phone: (559) 782-7466
Billing Email Address: tmendez@ci.porterville.ca.us

Services

Services	Start Date	End Date	Term (Mths)	Unit Price	Quantity	Total Price
PublicStuff Pro	09/17/2019	09/16/2020	12	\$10,979.19	1.00	\$10,979.19
					Total	\$10,979.19

Services Year 2	Start Date	End Date	Term (months)	Unit Price	Quantity	Total Price
PublicStuff Pro	09/17/2020	09/16/2021	12	\$11,528.15	1.00	\$11,528.15
					Total	\$11,528.15

Services Year 3	Start Date	End Date	Term (months)	Unit Price	Quantity	Total Price
PublicStuff Pro	09/17/2021	09/16/2022	12	\$12,104.56	1.00	\$12,104.56
					Total	\$12,104.56

Terms / Information

General Information

Governing Agreement(s)	This Order Form is governed by the applicable terms found at: https://accela.box.com/v/AccelaTerms .
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Order Terms

Order Start Date	Unless otherwise specified in the Special Order Terms: • Software Licenses & Subscriptions start on the date of delivery by Accela; • Hosting and Support start on Accela's delivery of the software hosted and/or supported;.
Order Duration	Unless otherwise specified in the Special Order Terms: • Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase. • Any Software Licenses or Hardware are one-time, non-refundable purchases. • Hosting and Support continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). • Professional Services continue for the duration as outlined in the applicable Statement of Work, Exhibit or the Governing Agreement, as applicable.
Special Order Terms	This Order Form replaces all previous order forms for the terms listed above and will govern the Software, Maintenance, and/or Services items listed on Page 1 of this Order Form. • In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction. • For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela's customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.

Payment Terms

Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total \$ above will be issued on the Order Start Date.
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable net 30 days .
Special Payment Terms	None unless otherwise specified in this section.

Accela	Customer
By: _____ (Signature)	By: _____ (Signature)
_____ (Print Name)	_____ (Print Name)
Its: _____ (Title)	Its: _____ (Title)
Dated: _____ (Month, Day, Year)	Dated: _____ (Month, Day, Year)



CITY COUNCIL AGENDA – AUGUST 20, 2019

SUBJECT: Police Department Fire Alarm Control Panel Upgrade

SOURCE: Police

COMMENT: The Porterville Police Department currently utilizes a Simplex brand fire alarm control panel to monitor the internal infrastructure for smoke and fire notification. This system was originally installed when the Police Department was constructed in 1989. Over time, this control panel has become antiquated and has started to malfunction. As a result, there is an increased likelihood for system failure due to the age and malfunctioning of the current system and an increasing cost for maintenance.

Department staff has researched more current fire alarm control panels that will maintain and increase fire safety protection for the police facility and personnel. Staff recommends the purchase and installation of a 4007ES Hybrid Fire Detection and Control Panel as a replacement for the current fire alarm system control panel. This new control panel is compatible with all existing detection devices in the building and will be purchased through Johnson Controls at a cost of \$11,102.00. Johnson Controls is a sole source provider due to the fact that the company is the current maintenance provider for the existing system.

Funds for this purchase are available in the FY 2019/2020 Police Department's General Fund budget.

RECOMMENDATION: That the City Council:

- 1) Authorize the purchase and installation of the new fire control panel as quoted by Johnson Controls: and
- 2) Authorize payment upon completion and acceptance of installation.

ATTACHMENTS: 1. Fire Control Panel

Appropriated/Funded: JR for MB

Review By:

Department Director:

Final Approver: John Lollis, City Manager



2788 N Larkin Ave
Ste 101
FRESNO, CA 93727-1315
(559) 348 0614
FAX: (559) 348 1281

Johnson Controls Quotation

TO:
Porterville Police Dept
350 N D St
PORTERVILLE, CA 93257-3651

Project: Porterville PD - FACP Upgrade
Customer Reference:
Johnson Controls Reference: 413417680
Proposal #: P36497-000256
Date: 07/12/2019
Page 1 of 4

Johnson Controls is pleased to offer for your consideration this quotation for the above project.

Comments

Provide materials, labor, programming, testing for thr Fire Alarm Control Panel replacement at Porterville PD. The existing panel shall be removed and a new Simplex 4007ES FACP shall be installed. All the existing devices shall be connected and re-used. A final test shall be conducted upon completion to test all devices. If any existing devices are found non-functional additional costs may be incurred.

EXCLUSIONS

- 120 VAC
- Patching, painting
- Sheetrock work

QUANTITY	MODEL NUMBER	DESCRIPTION
1	4007-9102	4007ES HYBRID FACP, PLATINUM
1	4007-9806	SDACT MODULE
1	4606-9205	4007ES COLOR LCD ANNUN, PLAT
2	2081-9275	BATTERY 18AH
1	DPFA	DP FIRE ALARM
	TECH LAB	TECHNICAL LABOR
	PM LAB	PROJECT/CONSTRUCTION MGMT

Total net selling price, FOB shipping point, \$11,102.00

TERMS AND CONDITIONS (Rev. 4/18)

1. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement. If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and

waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement

date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

9. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

10. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails

to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

11. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

12. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

13. OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

14. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

16. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location,

type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

17. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

18. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

19. Backcharges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

20. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

21. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes,

video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

23. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

24. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent of the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at



Project: Porterville PD - FACP Upgrade
Customer Reference:
Johnson Controls Reference: 413417680
Date: 07/12/2019
Page 4 of 4

Customer's premises or unavailability of parts.

26. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 ½% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

27. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency

Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

28. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

29. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

30. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

31. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.jci.com or contact your local Johnson Controls office.

IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.**

Offered By: Johnson Controls Fire Protection LP License#: 2788 N Larkin Ave Ste 101 FRESNO, CA 93727-1315 Telephone: (559) 348 0614	Accepted By: (Customer)
Representative: Grant Barnes	Company: _____
Email: gbarnes@simplexgrinnell.com	Address: _____
	Signature: _____
	Title: _____
	P.O.#: _____ Date: _____

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



UL, ULC, CSFM Listed;
FM, NYC Fire Dept Approved*

4007ES Fire Control Panels

4007ES Hybrid, Fire Detection and Control Panel with
Addressable and/or Conventional Initiation

Features

Flexible standard combination of conventional and addressable initiation satisfies a wide variety of new and retrofit applications

4.3" (109 mm) Diagonal color touchscreen display:

- Convenient and intuitive user interface provides detailed system status and individual point information
- Supports dual language selection, including unicode character languages
- A custom background display appears when operation is normal (see page 6 for details)

Eight Point Zone/Relay Module:

- Each point is selectable as an IDC input or Relay output, Class A IDCs require 2 points (one out and one return); one module is standard, up to 3 additional modules can be field installed for a total of 4 eight point zone/relay modules per system
- Each point on the IDC/Relay Module can be configured as a control relay rated 2 A @ 30 VDC (resistive) as either normally open or normally closed
- Can be powered directly from the power supply or through the optional 25 VDC Regulator Module
- IDC end-of-line resistor value can be selected from a wide range of resistance values for retrofit convenience

Electrically isolated IDNet+ addressable initiating device SLC:

- Provides built-in short circuit isolation for monitoring and control of TrueAlarm analog sensors and IDNet communications monitoring and control devices; for use with either shielded or unshielded, twisted or untwisted single pair wiring; outputs are Class A or Class B
- Standard panel SLC provides up to 100 addressable points; optional additional loop expansion modules provide an additional isolated loop with short circuit isolation for the IDNet+ channel; each loop expansion module also provides an additional 75 addressable points to the IDNet+ channel capacity for a total of up to 250 addressable points

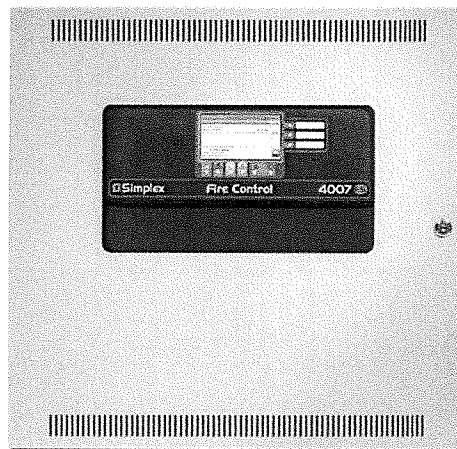
Power Supply Features:

- Four Notification Appliance Circuits (NACs) selectable as Class A or Class B with 6 A total available current
- NAC end-of-line resistor value can be selected from a wide range of resistance values for retrofit convenience
- Additional notification power capacity is available using the 4009 IDNet NAC Extender
- Battery backup charging of up to 33 Ah; up to 18 Ah for cabinet mounted batteries and up to 33 Ah batteries for mounting in close-nipped remote battery cabinet

General Mechanical:

- Compact red or platinum cabinet for convenient surface or semi-flush mounting; rated NEMA 1 and IP30

* This product has been approved by the California State Fire Marshal (CSFM) pursuant to Section 13144.1 of the California Health and Safety Code. See CSFM Listing 7165-0026:0378 for allowable values and/or conditions concerning material presented in this document. NYC Fire Dept COA #6151. Additional listings may be applicable; contact your local Simplex product supplier for the latest status. Listings and approvals under Simplex Time Recorder Co. are the property of Tyco Fire Protection Products.



4007ES Hybrid Panel Front View

Software Feature Summary:

- Current and previous panel configuration are both maintained in on-board memory to allow easy selection of desired revision
- An internal Ethernet service port and an internal serial service port are available for service computer connections to perform configuration updates, downloads and uploads; report downloads, and system software updates (Ethernet port only); the serial port provides the connection for the optional TrueInsight Module
- An internal USB interface allows a compatible portable memory device (memory stick/thumb drive) to store job revisions, update revised jobs and panel software, and save detailed system reports from the panel without requiring a service computer

Optional modules and connections include:

- Point or Event DACT assembly that is compatible with IP Communicators
- Up to two additional IDNet+ addressable device output loop connections with short circuit fault protection and with 75 additional point capacity each
- Front mounted 48 LED annunciator with custom label inserts provides 24 Yellow LEDs, 20 Red LEDs, and 4 Red/Green LEDs; LEDs are programmable for up to 24 IDC zones of alarm and trouble annunciation or as required for custom annunciation requirements
- Remote LED annunciator support via RUI (remote unit interface) communications port for use with unshielded, twisted pair wiring (UTP)
- Alarm relays and auxiliary relays
- City connections, with or without disconnect switch
- 4003EC Voice Control Panels
- 4009 IDNet NAC Extenders to extend NAC capability for power and distance
- Battery brackets for seismic area protection (see page 2)

4007ES Listings reference:

- UL 864, Fire Detection and Control (UOJZ)
- ULC S527, Control Units for Fire Alarm Systems

Introduction

4007ES Series Fire Detection and Control Panels provide extensive installation, operator, and service features with point and module capacities suitable for a wide range of system applications. The convenient and intuitive color touchscreen provides easy access for typical system response actions and for detailed system review or configuration updates with password control to limit user access.

Flexible for new and retrofit applications. Standard conventional IDCs and addressable IDNet+ communications provide flexibility for both new and retrofit systems. IDC and NAC end-of-line resistor values are selectable to match a wide range of existing initiating device circuits and notification appliance circuits.

Operator Interface

Convenient Status Information. With the locking door closed, the glass window allows viewing of the display status LEDs. The user interface is a 4.3" diagonal color touchscreen LCD with separate status LEDs as shown below.

LED indicators describe the general category of activity being displayed with the LCD providing more detail. For the authorized user, unlocking the door provides access to the control functions and allows further inquiry by scrolling the display for additional detail.

Operator Interface and Software Features

- Convenient and detailed operator information is easily accessed using a logical, menu-driven touchscreen display with password access control
- Multiple automatic and manual diagnostics for maintenance reduction

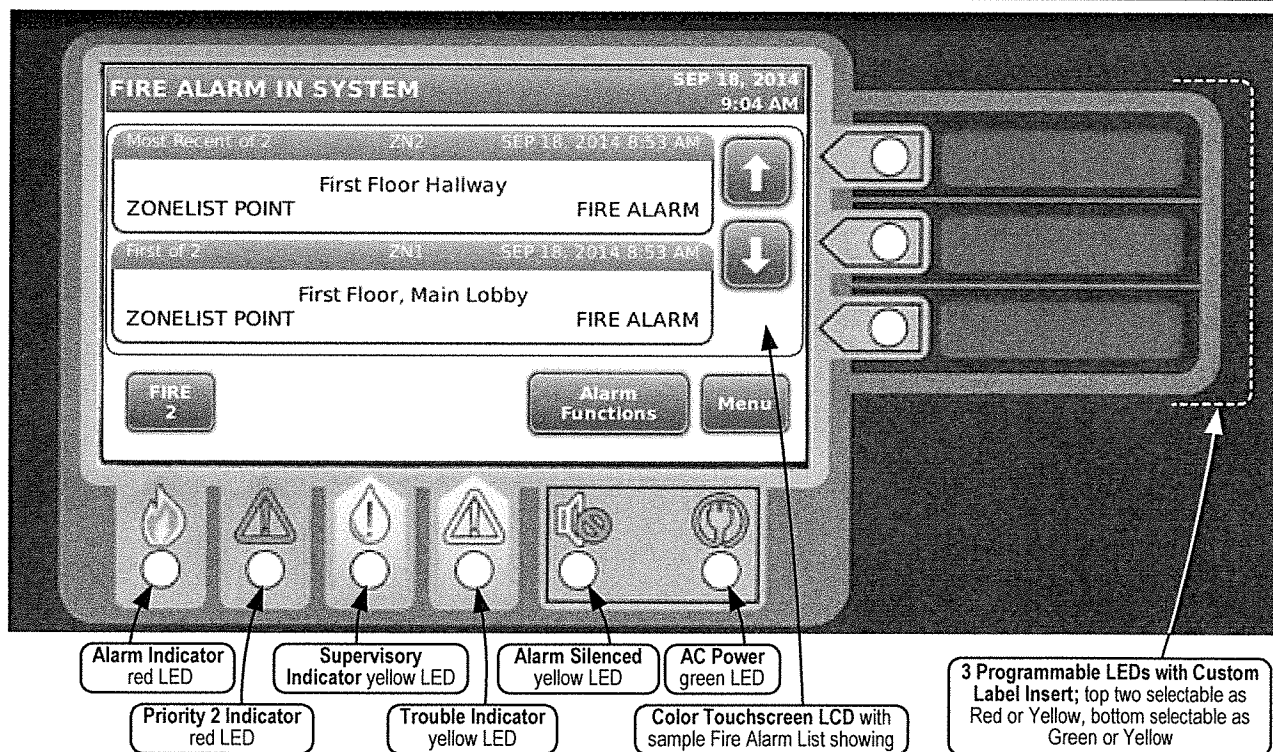
Operator Interface Features (Continued)

- Alarm and Trouble History Logs (up to 1000 entries for each, 2000 total events) are available for viewing from the display or to be downloaded to a service computer or to the USB drive
- Module level ground fault searching assists installation and service by locating and isolating modules with grounded wiring
- WALKTEST silent or audible system test performs an automatic self-resetting test cycle and supports up to 8 WALKTEST groups
- **Install Mode** allows grouping of multiple troubles for uninstalled modules and devices into a single trouble condition (typical with future phased expansion); with future equipment and devices grouped into a single trouble, operators can more clearly identify events from the commissioned and occupied areas

Mechanical Description

- Locking door with acrylic insert
- Latching front panel assembly swings forward for convenient internal access
- Smooth box surfaces are provided for locally cutting conduit entrance holes exactly where required
- Modules are power-limited (except as noted, such as relay modules)
- Battery compartment (bottom) accepts two batteries, up to 18 Ah, to be mounted within the cabinet without interfering with module space; charger capacity is up to 33 Ah; for batteries greater than 18 Ah, refer to page 6 for external battery cabinet details
- Cabinet assembly design has been seismic tested and is certified to IBC and CBC standards as well as to ASCE 7 categories A through F, requires battery brackets as detailed on data sheet S2081-0019

Touchscreen Display with LED Status Indicators (approximately full size)



Operator Screen Reference

Main Menu Screen provides easy navigation to the function required. Buttons A, B, and C have programmable functions.

The Main Menu screen displays a grid of buttons for navigation. At the top, it shows 'Main Menu' and the date/time 'May 27, 2015 12:24 PM'. The buttons are arranged in three rows: Row 1: System Info, Panel Setup, Alarm Log, Trouble Log, and a button labeled 'BUTTON A'; Row 2: SEARCH, System Reset, Hardware Reset, Diagnostics, and a button labeled 'BUTTON B'; Row 3: User Access Level, Lamp Test, Report Menu, and a button labeled 'BUTTON C'. A back arrow button is located at the bottom right.

System Alarm Screen identifies active alarms with custom labels displayed, arrows allow navigation through the list

The System Alarm screen shows active alarms. At the top, it says 'FIRE ALARM IN SYSTEM' and 'SEP 18, 2014 9:04 AM'. It lists two alarms: 'Most Recent of 2 ZN2 SEP 18, 2014 8:53 AM' with details 'First Floor Hallway ZONELIST POINT FIRE ALARM' and 'First of 2 ZN1 SEP 18, 2014 8:51 AM' with details 'First Floor, Main Lobby ZONELIST POINT FIRE ALARM'. Navigation arrows are on the right. At the bottom are buttons for 'FIRE 2', 'Alarm Functions', and 'Menu'.

System Trouble Screen identifies active troubles with custom labels displayed, arrows allow navigation through the list

The System Trouble screen displays active troubles. At the top, it says 'TROUBLE IN SYSTEM' and 'SEP 18, 2014 9:05 AM'. It lists two troubles: 'Most Recent of 2 M1-4-0 SEP 18, 2014 9:05 AM' with details 'First Floor Hallway HEAT DETECTOR DISABLE TROUBLE' and 'First of 2 P34 SEP 18, 2014 9:04 AM' with details 'CITY DISCONNECT TROUBLE POINT ABNORMAL'. Navigation arrows are on the right. At the bottom are buttons for 'FIRE 2', 'TRBL 2', 'Alarm Functions', and 'Menu'.

Trouble Log Screen allows review of past troubles with time stamp and point details shown.

The Trouble Log screen shows a list of past troubles. At the top, it says 'Trouble Log' and 'June 19, 2014 12:22 PM'. It lists three entries: 'ENTRY 36 12:04:37 pm THU 19-JUN-14 TROUBLES ACKNOWLEDGED AT ARRIVAL 0', 'ENTRY 35 12:00:30 pm THU 19-JUN-14 FIRE IDNET ZONE ZONELIST POINT TROUBLE', and 'ENTRY 34 12:00:30 pm THU 19-JUN-14 PULL STATION 3 PULL STATION NO ANSWER'. Navigation arrows are on the right. At the bottom are 'Clear' and back arrow buttons.

Point Information Screen allows review of point details, arrows allow navigation through the information.

The Point Information screen shows details for a specific point. At the top, it says 'M1-2-0 First Floor Hallway' and 'SEP 18, 2014 9:14 AM'. On the left are 'Enable' and 'Disable' buttons. The main area displays: 'M1-2 PULL STATION', 'DEVICE ADDRESS: 2-2 TYPE: ADRPUL', 'IDNET2 CARD', 'UNIT NUMBER: 0 RUI NUMBER: LOCAL', and a status table:

PRIMARY STATUS	FIRE ALARM
CURRENT DEVICE	CORRECT DEVICE
DEVICE	ON-LINE
PHYSICAL STATE	ABNORMAL
RAW STATE	ABNORMAL
ACTIVE STATE	OFF
ARMED STATE	ARMED
ENABLED STATE	ENABLED

 Navigation arrows are on the right. A back arrow button is at the bottom right.

User Access Login Screen controls access to panel operations as determined per panel.

The User Access Login screen prompts for a passcode. At the top, it says 'User Access Level' and 'Current Access Level: 1' and 'June 19, 2014 12:26 PM'. It has an 'Enter Passcode' field with four asterisks. Below is a numeric keypad (0-9) and a back arrow button. A 'Log Out' button is at the bottom left. A checkmark button is on the right side of the keypad.

IDNet+ Addressable Device Control

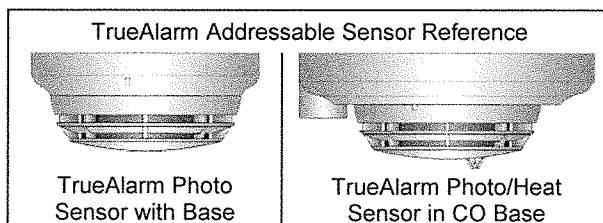
Overview. The 4007ES Hybrid provides an IDNet+ addressable initiating device Signaling Line Circuit (SLC) that supervises wiring connections and the individual device communications status on the SLC. With 2-wire IDNet+ SLCs, initiation, monitoring, and control devices such as manual fire alarm stations, TrueAlarm sensors, control relays, and sprinkler waterflow switches can communicate their identity and status and receive fire alarm system control. Additional addressable interface modules include circuit isolators, conventional IDC zone adapters, and interface to other system circuits such as fans, dampers, and elevator controls.

IDNet+ Addressable Device Operation

Each addressable device on the IDNet+ communication channel is continuously interrogated for status condition such as: normal, off-normal, alarm, supervisory, or trouble. Both Class B and Class A operation is available. Sophisticated poll and response communication techniques ensure supervision integrity and allow for "T-tapping" of the circuits for Class B operation. Devices with LEDs pulse the LED to indicate receipt of a communications poll and can be turned on steady from the panel. With addressable devices, the location and status of the connected device is monitored, logged, and displayed on the operator interface LCD with each device having its own 40 character custom label for precise identification.

TrueAlarm Addressable Sensor Operation

Addressable initiating device communications include operation of TrueAlarm smoke and temperature sensors. Smoke sensors transmit an output value based on their smoke chamber condition and the CPU maintains a current value, peak value, and an average value for each sensor. Status is determined by comparing the current sensor value to its average value. Tracking this average value as a continuously shifting reference point filters out environmental factors that cause shifts in sensitivity.



Programmable sensitivity of each sensor can be selected at the control panel for different levels of smoke obscuration (shown directly in percent) or for specific heat detection levels. To evaluate whether the sensitivity should be revised, the peak value is stored in memory and can be easily read (or downloaded as a report) and compared to the alarm threshold directly in percent.

CO sensor bases combine an electrolytic CO sensing module with a TrueAlarm analog sensor to provide a single multiple sensing assembly using one system address. The CO sensor can be enabled/disabled, and can be used in LED/Switch modes and custom control. (refer to data sheet S4098-0052 for details)

TrueAlarm heat sensors can be selected for fixed temperature detection, with or without rate-of-rise detection. Utility temperature sensing is also available, typically to provide freeze warnings or alert to HVAC system problems. Readings can selected as either Fahrenheit or Celsius.

TrueSense Early Fire Detection. Multi-sensor 4098-9754 provides photoelectric and heat sensor data using a single 40070ES IDNet+ address. The panel evaluates smoke activity, heat activity, *and their combination*, to provide TrueSense early detection. For more details on this operation, refer to data sheet S4098-0024.

Diagnostics and Default Device Type

Sensor Status. TrueAlarm operation allows the control panel to automatically indicate when a sensor is almost dirty, dirty, and excessively dirty. The NFPA 72 requirement for a test of the sensitivity range of the sensors is fulfilled by the ability of TrueAlarm operation to maintain the sensitivity level of each sensor. CO Sensors track their 10 year active life status providing indicators to assist with service planning. Indicators occur at: 1 year, 6 months, and end of life.

Modular TrueAlarm sensors use the same base and different sensor types (smoke or heat sensor) and can be easily interchanged to meet specific location requirements. This allows intentional sensor substitution during building construction when conditions are temporarily dusty. Instead of covering smoke sensors (causing them to be disabled), heat sensors may be installed without reprogramming the control panel. The control panel will indicate an incorrect sensor type, but the heat sensor will operate at a default sensitivity to provide heat detection for building protection at that location.

IDNet+ Device Wiring Reference

IDNet+ Addressable Channel Capacity. The 4007ES Hybrid provides an isolated output IDNet+ signaling line circuit (SLC) that supports up to 250 addressable monitor and control points intermixed on the same pair of wires. (250 total requires two 4007-9803 IDNet+ Loop Expansion Modules.)

IDNet+ SLC Wiring Specifications

Maximum Distance from Control Panel	0 to 125	4000 ft (1219 m); 50 ohms
per Device Load	126-250	2500 feet (762 m); 35 ohms
Total Wire Length Allowed With "T" Taps for Class B Wiring	Up to 12,500 ft (3.8 km); 0.60 μ F	
Maximum Capacitance Between IDNet+ Channels	1 μ F	
Loading per device	0.8 mA supv., 1 mA alarm; 2 mA per activated device LED	
Wire Type and Connections	Shielded or unshielded, twisted or untwisted wire*	
Connections	Terminal blocks for 18 to 12 AWG	

Compatibility includes: IDNet communicating devices and TrueAlarm sensors *including* QuickConnect and QuickConnect2 sensors; see data sheet S4090-0011 for additional reference

* Some applications may require shielded wiring. Review your system with your local Simplex product supplier.

Power Supply Output and Zone/Relay Module Details

Power Supply Output Details:

- **RUI Communications** controls up to 10 remote devices at up to 2500 ft (762 m) for single run, or 10,000 ft (3048 m) total if wiring is Class B and T-tapped; selectable as Class B or Class A
- **Compatible RUI remote equipment** includes: 4606-9202 and 4606-9205 Color Touchscreen Annunciators (up to 6 total), 4100 Series 24 I/O and LED/Switch modules, 4602 Series LED/Switch and I/O Annunciator modules, including 4602-9101 Status Command Units (SCU), and 4602-9102 Remote Command Units (RCU)
- **IDNet+ SLC Output** provides electrically isolated Class B or Class A communication; standard capacity is up to 100 addressable points with expansion for up to 250 points using up to two 4007-9803 IDNet+ Loop Expansion Modules (as described on page 4)
- **6 A Output Rating.** This includes current for: special application notification appliances; IDNet devices; module currents; and auxiliary output current (battery charging, CPU, and power supply current does not subtract from the 6 A); when NACs are controlling Regulated 24 DC Appliances, total NAC current available is 3 A
- **Four on-board Class B/Class A NACs**, rated 3 A each for Special Application appliances; selectable for SmartSync horn and strobe control, or strobe synchronization; rated 2 A each for Regulated 24 DC appliances
- **NAC end-of-line (EOL) resistor values** are selectable as: 10 k Ω , 3.9 k Ω , 4.7 k Ω , 5.1 k Ω , 5.6 k Ω , or 15 k Ω

Power Supply Output Details (Continued):

- **Battery Charger** is dual rate, temperature compensated, and charges up to 18 Ah sealed lead-acid batteries mounted in the battery compartment, and charges up to 33 Ah batteries mounted in an external cabinet
- **Battery and Charger Monitoring** includes battery charger status and low or depleted battery conditions; status information provided to the master controller includes analog values for: battery voltage, charger voltage and current, actual system voltage and current, and NAC current
- **Low Battery Voltage Cutout** is selectable when required (required for ULC listing applications)
- **2 A Auxiliary Output (AUX/SNAC)** can be selected either as resettable auxiliary power of 2 A @ 24 VDC, or selected to be a simple NAC (SNAC) for sounder base power, 4-wire detector power, or door holder power

Zone/Relay Module Details:

- **Select as IDC or Relay;** configure up to 8, Class B IDCs, or up to 4, Class A IDCs; or up to 8, Relay outputs rated 2 A resistive @ 30 VDC (N.O. or N.C.); or combinations of IDCs and Relays; each zone is separately configurable as an IDC or Relay output
- **IDC Support.** Each IDC supports up to 30, two-wire devices
- **IDC EOL resistor values are selectable as:** 3.3 k Ω , 2 k Ω , 2.2 k Ω , 3.4 k Ω , 3.9 k Ω , 4.7 k Ω , 5.1 k Ω , 5.6 k Ω , 6.34/6.8 k Ω , and 3.6 k Ω + 1.1 k Ω ; see instructions for more details

Product Selection

Model*	Color	Description	Supv.	Alarm
4007-9101(BA)	Red	4007ES Hybrid with 4 conventional 3 A NACs and a 6 A output power supply/battery charger; includes IDNet+ communications for 100 addressable points and 1, 4007-9801 Zone/Relay module; Note: Add optional module and other currents separately for battery calculations; base panel current does not subtract from the 6 A power available for optional modules and external loads	145 mA	190 mA
4007-9102(BA)	Platinum			

* Models with (BA) are available assembled in the USA by adding the suffix "BA".

Module and Accessories Selection Information

Factory Programming Options	Model	Description
	4007-8810	Factory Programming (select)
	4007-0831	Custom Labels and Programming (requires 4007-8810)

Field Installed Optional Modules (refer to diagram on page 7 for module locations)

Model	Description	Supv.	Alarm
4007-9801	Eight Point Zone/Relay Module , each point is selectable as an IDC input or Relay output, Class A IDCs require 2 points (one out and one return); one module is included as standard, select up to 3 additional; current shown is for 8 Class B IDCs with 4 in alarm, <i>detector current is added separately</i>	83 mA max	351 mA max
4007-9802	25 VDC Regulator Module ; 2 A maximum output; use to power Zone/Relay modules connected to initiating devices requiring nominal 25 VDC voltage; refer to technical publication 579-832, <i>2-Wire Detector Compatibility Chart</i> for application details	with 1 module with 2 modules with 3 modules	190 mA 290 mA 390 mA
4007-9803	IDNet+ Loop Expansion Module ; provides an additional isolated loop with short circuit isolation to the existing IDNet+ channel, also provides an additional 75 addressable points to the IDNet+ channel capacity, maximum of two	NA	NA
4007-9805	Panel Mounted 48 LED Status Annunciator Module ; provides 24 Yellow LEDs, 20 Red LEDs, and 4 Red/Green LEDs that are programmable for up to 24 IDC zones of alarm and trouble annunciation, or as required for custom annunciation requirements	no LEDs on with LEDs on	10 mA 1.75 mA per LED, 105 mA max
4007-9806	SDACT Module for Point or Event Reporting; order 2080-9047 connection cables as required (see cable details under accessories)	30 mA	40 mA
4007-9807	City Circuit Module with Disconnect Switch	20 mA	36 mA
4007-9808	City Circuit Module without Disconnect Switch	20 mA	36 mA
4007-9809	Relay Module ; relays for Alarm, Supervisory, and Trouble; rated 2 A resistive @ 32 VDC	15 mA	37 mA

continued on next page
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Module and Accessories Selection Information (Continued)

Field Installed Optional Modules

Model	Description	Supv.	Alarm
4190-8001*	TrueInsight Remote Service Gateway Module and Programming Selection	Required Selection	62 mA
4190-6106 *	TrueInsight Remote Service Gateway Module Installation Kit; includes module and harness; configured for dynamic IP address operation unless ordered with 4190-4016		
4190-4016 *	TrueInsight Remote Service Gateway Module for fixed IP Addressing; optional, select if application will use fixed IP address		

* Refer to data sheet S4100-0063 for additional TrueInsight Service Gateway details

Batteries

Model	Capacity	Battery Mounting Details	
2081-9272	6.2 Ah	12 V Batteries for cabinet mounting; select one battery model per system standby requirements; order quantity of two; to be wired in series for 24 VDC	
2081-9274	10 Ah		
2081-9288	12.7 Ah		
2081-9275	18 Ah		
2081-9287	25 Ah	For remote mount in Battery Box 4009-9801	Batteries for remote mounting; see battery cabinet details below
2081-9276	33 Ah	For remote mount in Battery Box 4009-9802	

Battery Accessories

Model	Color	Capacity	Dimensions	Description
4009-9801	Beige	For up to 25 Ah batteries	16 1/4" W x 13 1/2" H x 5 3/4" D (413 mm x 343 mm x 146 mm)	External battery cabinet without charger, with locking solid door and battery harness; for close-nipped mounting to fire alarm control panel cabinet
4009-9802	Beige	For up to 33 Ah batteries	25 3/4" W x 20 3/4" H x 4 1/4" D (654 mm x 527 mm x 105 mm)	

Accessories

Model	Description
2080-9047	DACT cable, 14 ft (4.3 m) long, RJ45 plug one end, spade lugs on the other; order one per phone line connection required
2975-9812	Red semi-flush box trim; 1 7/16" (37 mm) wide, four corners and trim pieces for top, bottom, and sides
2975-9813	Platinum semi-flush box trim; 1 7/16" (37 mm) wide, four corners and trim pieces for top, bottom, and sides
2081-9031	Series resistor for WSO, IDCs (N.O. water flow and tamper on same circuit, wires after water flow and before tamper) 470 Ω , 1 W, encapsulated, two 18 AWG leads (0.82 mm ²), 2 1/2" L x 1 3/8" W x 1" H (64 mm x 35 mm x 25 mm)
4081-9002	3.3 k Ω , 1 W end-of-line resistor harness for non-addressable NACs
4081-9018	10 k Ω , 1 W end-of-line resistor harness for Class B non-addressable initiating zones

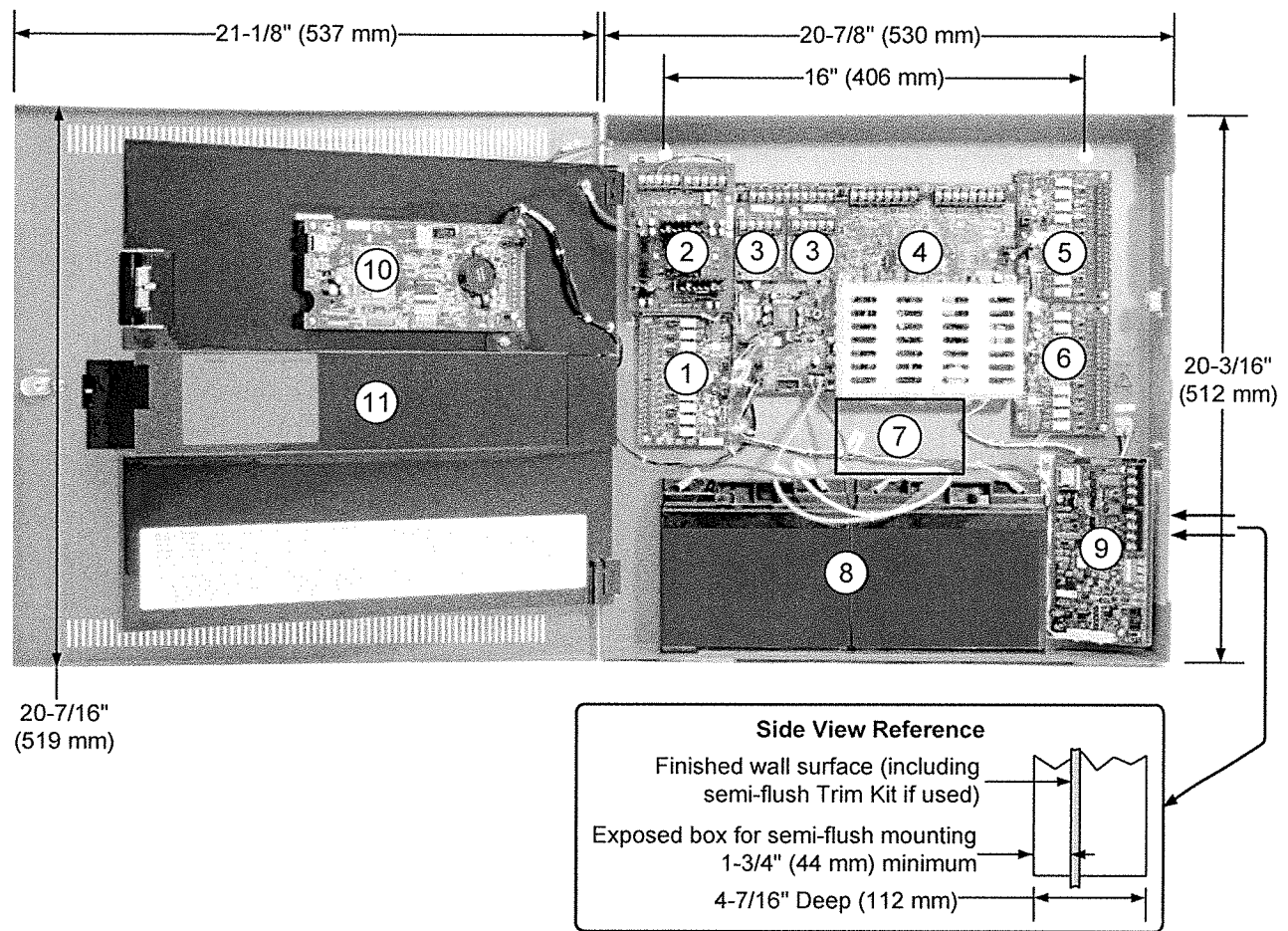
General Specifications

Input Power	120 VAC Input	2 A maximum @ 102 to 132 VAC, 50/60 Hz	
	240 VAC Input	1 A maximum @ 204 to 264 VAC, 50/60 Hz	
4007ES Hybrid Power Supply Output Ratings	Power Supply Output Rating	Including module currents and auxiliary power outputs; 6 A total	Output switches to battery backup during mains AC failure or brownout conditions
	NAC Ratings	3 A each for Special Application Appliances	
		2 A each for Regulated 24 DC Appliances	
	Auxiliary Power Tap	2 A maximum, 24 VDC nominal (19.5 to 31.1 VDC)	
Special Application Non-Addressable Appliances		Simplex horns, strobes, and combination horn/strobes and speaker/strobes (contact your Simplex product representative for compatible appliances)	
Regulated 24 DC Non-Addressable Appliances		Power for other UL listed appliances; use associated external synchronization modules where required	
Battery Charger Ratings (sealed lead-acid batteries)	Battery capacity range	UL and ULC listed for battery charging of 6.2 Ah up to 33 Ah (batteries larger than 18 Ah require a remote battery cabinet)	
	Charger characteristics and performance	Temperature compensated, dual rate, recharges depleted batteries within 48 hours per UL Standard 864; to 70% capacity in 12 hours per ULC Standard S527	
Custom Background Display Details		Supported file types: JPG, BMP, GIF, and PNG Recommended image type is JPG, recommended image size is 480 x 240, and the file size limit is 100 kb	
Environmental	Operating Temperature	32° to 120°F (0° to 49° C)	
	Operating Humidity	Up to 93% RH, non-condensing @ 90° F (32° C) maximum	

Additional Technical Reference

Description	Document	Description	Document
Installation Manual	579-1102	Single Page Operator Instructions	579-1109
Zone/Relay Module Installation Manual	579-1103	2-Wire Detector Compatibility Chart	579-832
Detailed Operator's Manual	579-1165		

4007ES Mounting and Module Location Reference

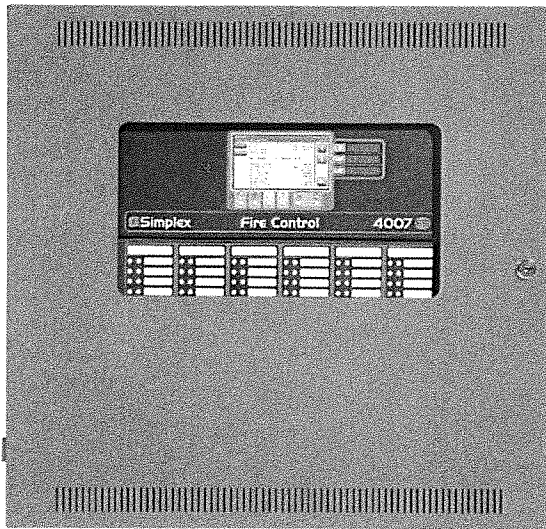


Module Locations:

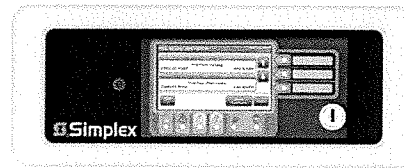
1. Primary location for 4007-9801 Zone/Relay Module, or 4190-6106 TrueInsight Remote Service Gateway.
2. Location for additional 4007-9801 Zone/Relay Module, or (as shown) 4007-9802 25 V Regulator Module.
3. 4007-9803 IDNet+ Loop Expansion Modules, maximum of two (two are shown).
4. Power Supply Assembly.
5. Location for additional 4007-9801 Zone/Relay Module.
6. Location for additional 4007-9801 Zone/Relay Module.
7. 4007-9807 or 4007-9808 City Circuit Module, or 4007-9809 Relay Module.
8. Battery location for up to 18 Ah batteries. Note: No conduit entry or wiring in this area, 14-7/8" (378 mm) wide.
9. 4007-9806 SDACT location.
10. CPU and User Interface assembly.
11. Location for optional 4007-9805 LED Module.

NOTE: A system ground must be provided for Earth Detection and transient protection devices. This connection shall be made to an approved, dedicated Earth connection per NFPA 70, Article 250, and NFPA 780.

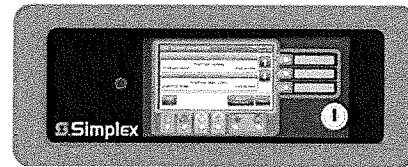
4007ES Hybrid Additional Reference



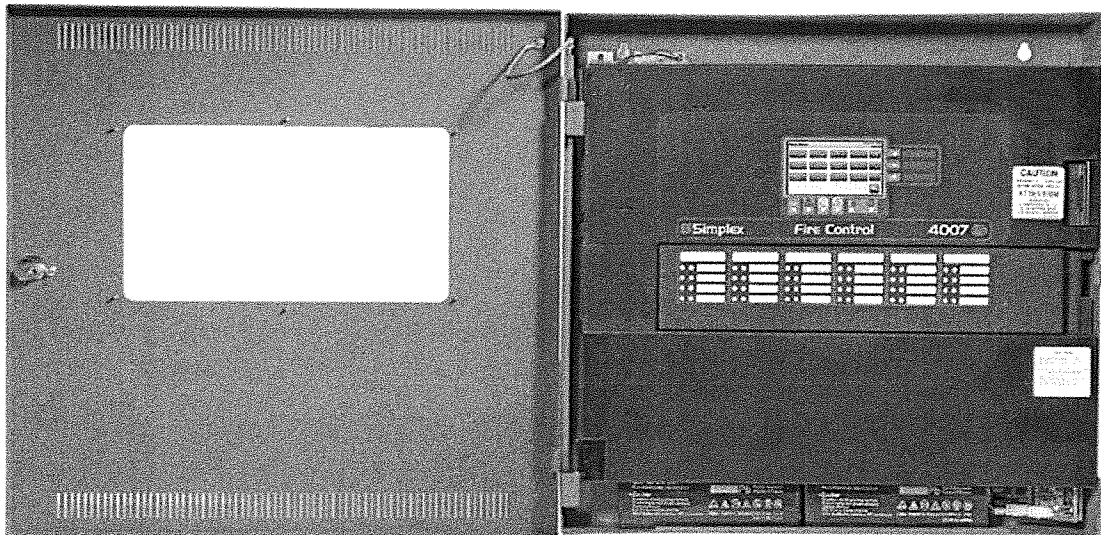
4007ES Hybrid with optional 48 LED
Annunciator Module (4007-9805)



4606-9205 (Platinum) Color LCD
Touchscreen Remote Annunciator



4606-9202 (Red) Color LCD
Touchscreen Remote Annunciator



4007ES Hybrid Operator View with door open

Additional Compatible Equipment and Reference

Subject	Data Sheet	Subject	Data Sheet
4009 IDNet NAC Extender	S4009-0002	Battery and Battery Cabinet Reference	S2081-0006
4003EC Voice Control Panel	S4003-0002	Seismic Battery Brackets Reference	S2081-0019
4606 Series Color LCD Touchscreen Remote Annunciator	S4606-0003	Addressable Device Compatibility, IDNet Communication Sensors and Devices	S4090-0011
Graphic I/O Modules	S4100-0005	Serial DACT (SDACT)	S2080-0009
4602 Series SCU/RCU	S4602-0001	TrueInsight Remote Service	S4100-0063

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S4007-0001-6 11/2015

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CITY COUNCIL AGENDA – AUGUST 20, 2019

SUBJECT: Authorization to Transfer Transit Rolling Stock to the Tule River Tribe of California

SOURCE: Public Works

COMMENT: The City of Porterville is a Federal Transit Administration (FTA) recipient and receives an annual apportionment of federal funds to assist in capital and operating projects. Historically, the Transit Division procures rolling stock (revenue vehicles) with FTA, State, and local funding assistance.

Currently, the Transit Division has five (5) FTA assisted minivans that have reached their useful life, are no longer needed, and are eligible to be disposed. These vehicles are currently used as spares for the paratransit (Dial-A-Ride) service. The fair market value of each unit is approximately \$8,000.

The Tule River Tribe of California is also a Federal Transit Administration recipient, and is in need of rolling stock to provide Tribal Transit service.

FTA Circular 5010.1E: Award Management Requirements, provides two (2) options for the City Council's consideration. First, after the useful life of federally assisted property is reached, or the property is no longer needed for the original Award, rolling stock with a current market value exceeding \$5,000 per unit, may be sold. FTA is entitled to 70% of the current market value or proceeds from the sale. Alternatively, with prior FTA approval, a recipient may transfer rolling stock to another recipient and the federal interest in the rolling stock will be transferred with the rolling stock, and therefore, there is no obligation to reimburse the FTA.

It is staff's recommendation that the City Council, by authorization of the attached draft Resolution, transfer the rolling stock to the Tule River Tribe of California to be used to provide Tribal Transit Service. The two (2) vehicles that staff recommends transferring are listed below.

Vehicle ID	Year	Make/Model	VIN	Mileage	Federal Interest
8172	2007	Chevrolet	1GBDV131X7D179989	124,344	\$0
8173	2007	Chevrolet	1GBDV131X7D180389	130,000	\$0

RECOMMENDATION: That the City Council approve the attached draft Resolution authorizing the transfer of transit rolling stock to the Tule River

Tribe of California.

ATTACHMENTS: 1. FY 19 Draft Resolution-Transfer Rolling Stock

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Deputy Public Works Director/Field Services Manager

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____ - 2019

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE AUTHORIZING THE TRANSFER OF TRANST ROLLING
STOCK TO THE TULE RIVER TRIBE OF CALIFORNIA**

WHEREAS, the FTA Award Management Requirements Circular (FTA Circular 5010.1E) is intended to assist recipients in administering FTA-funded projects and in meeting award responsibilities and reporting requirements; and

WHEREAS, FTA Circular 5010.1E defines the process of transferring rolling stock from recipient-to-recipient; and

WHEREAS, the City of Porterville and Tule River Tribe of California are FTA recipients; and

WHEREAS, the City of Porterville desires to transfer the following transit rolling stock, that have met their useful life and no longer required, to the Tule River Tribe of California; and

<u>Vehicle ID</u>	<u>Year</u>	<u>Make</u>	<u>Vin</u>	<u>Mileage</u>	<u>Federal Interest</u>
8172	2007	Chevrolet Minivan	1GBDV131X7D179989	124,344	\$0
8173	2007	Chevrolet Minivan	1GBDV131X7D180389	143,710	\$0

WHEREAS, the Tule River Tribe of California desires to receive the City of Porterville's transit rolling stock for the purpose of operating its Tribal Transit Program.

NOW THEREFORE, BE IT RESOLVED AND ORDERED that the City Council of the City of Porterville does hereby authorize the transfer of said rolling stock to the Tule River Tribe of California.

PASSED AND ADOPTED by the City Council of the City of Porterville, State of California, at a regular meeting of said Council held on August 20, 2019.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – AUGUST 20, 2019

SUBJECT: Authorization to Repair North Creek Estates Entrance Median Island

SOURCE: Parks and Leisure Services

COMMENT: On July 11, 2019, a traffic accident occurred at the east entry of North Creek Estates off of Westwood Street. A vehicle struck the pillar in the median island causing structural damage. The bottom stone column and wood column are in need of repair. The construction project will include repair and painting the new column to match the existing columns and matching new stone to the existing stone.

City staff contacted seven contractors to submit a proposal for the repair work. The only responsive business was RGB Construction Unlimited of Porterville who submitted a total project cost of \$7,600 for labor and materials. North Creek Estates is a Landscape and Lighting Maintenance District. City staff has begun the process to attempt to recover property damage costs through the at-fault insurance carrier.

RECOMMENDATION: That the City Council authorize RGB Construction Unlimited to perform construction work in the amount not to exceed \$7,600 to repair the North Creek Estates entry median island.

ATTACHMENTS:

1. North Creek Quote
2. North Creek Locator Map

Appropriated/Funded: JR for MB

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: Patrice Hildreth, Deputy City Manager

**F
R
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M**

RGB CONSTRUCTION UNLIMITED
INC. 10711 ORANGE BELT DRIVE
PORTERVILLE CA 93257
(661)-978-4404
CAL #828059

PROPOSAL

Page No. 1

of Pages

PROPOSAL SUBMITTED TO:		DATE
NAME North Creek States Entrance		8/9/19
STREET West Wood		JOB NAME Entry of Structure Repair
CITY Porterville		STREET North Creek States
STATE CA	CITY Porterville	STATE CA
		PHONE (559)-359-8928

We hereby submit specifications and estimate for:

Entry structural repair.

remove existing bottom stone column, remove stucco and chicken wire of the column, remove damaged wood column, Install new wood over the column to make it straight and level, install new paper back wire and plaster, paint column to match existing structure, install new stone on the bottom column to match existing column structure

TOTAL LABOR AND MATERIALS \$7,600.00

We hereby propose to furnish labor and materials--complete in accordance with the above specifications, for the sum of seven thousand six hundred Dollars (\$7,600.00) with payments to be made as follows:
50% when demolition is done, and the rest after completion.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control. This proposal subject to acceptance within 30 days and it is void thereafter at the option of the undersigned.

Authorized Signature _____

ACCEPTANCE OF PROPOSAL

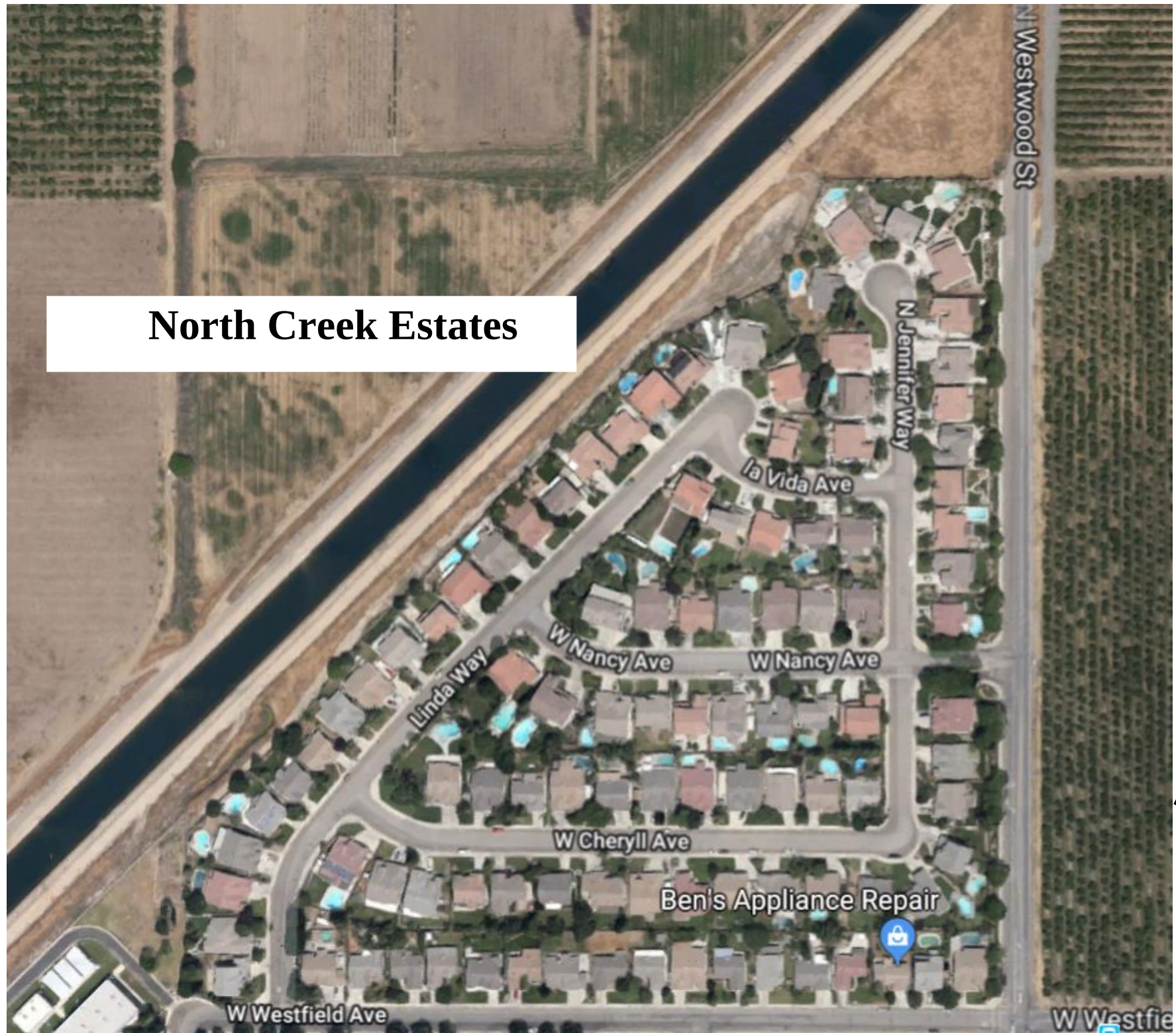
The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED:

Signature _____

DATE _____ Signature _____

North Creek Estates





CITY COUNCIL AGENDA – AUGUST 20, 2019

SUBJECT: Request for Approval to Apply for Bureau of Justice Assistance FY2019 Edward Byrne Memorial Justice Assistance Grant

SOURCE: Police

COMMENT: The Porterville Police Department has received notification that it is eligible to apply to the Bureau of Justice Assistance for a grant award of \$15,178. The Department requests approval to file the grant application for funds from the Edward Byrne Memorial Justice Assistance Grants Program (JAG), established within the Bureau of Justice Assistance (BJA).

The purpose of the JAG Program is to provide local jurisdictions with opportunities to reduce crime and improve public safety through the use of the grant funds for a variety of activities, from increasing personnel and equipment resources for law enforcement, to developing and supporting programs to enhance effective criminal justice processes.

Staff proposes to utilize the BJA grant funds to purchase critical incident rapid response equipment, specifically four (4) bullet proof shields and four (4) door breaching kits. These items will be carried by on-duty supervisors and, in the event of a critical active shooter event, allow for officers to more effectively respond to the incident.

RECOMMENDATION: That the City Council:

1. Approve the draft Resolution authorizing the filing of the FY2019 Edward Byrne Jag Grant application;
2. Authorize the Mayor and City Staff to sign all necessary grant documents;
3. Authorize a budget adjustment upon receipt of the funds; and
4. Authorize the purchase of critical incident rapid response equipment.

ATTACHMENTS: 1. 2019 JAG BYRNE Grant Draft Resolution

Appropriated/Funded:

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
GRANTING PERMISSION TO APPLY FOR
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FUNDS;
AUTHORIZING ACCEPTANCE OF THOSE FUNDS WHEN RECEIVED; AND
APPROVING A BUDGET ADJUSTMENT TO THE POLICE DEPARTMENT BUDGET

BE IT HEREBY RESOLVED by the City Council of the City of Porterville as follows:

1. That the Porterville Police Department apply for FY2019 Edward Byrne Memorial Justice Assistance Grant (JAG) funds; and
2. That the City of Porterville accept the FY2019 Edward Byrne Memorial Justice Assistance Grant (JAG) funds when received; and
3. That the Police Department proposed budget appropriation for Fiscal Year 2019/2020 be increased \$15,178 from JAG funds received to allow for the expenditure of those Grant Funds to purchase critical incident rapid response equipment.

PASSED, APPROVED, AND ADOPTED this 20th day of August, 2019.

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – AUGUST 20, 2019

SUBJECT: Selective Traffic Enforcement Program Grant Award

SOURCE: Police

COMMENT: In January 2019, the Porterville Police Department submitted a grant proposal/application to the California Office of Traffic Safety (OTS) requesting funding for overtime personnel costs associated with the Selective Traffic Enforcement Program (STEP).

The goal of this program is to reduce the persons killed or injured in vehicle crashes involving alcohol, speed, red light violations, and other recurring primary collision factors within the city of Porterville.

On July 26, 2019, the Department received notification from OTS that funding in the amount of \$90,000 has been approved for the City of Porterville's STEP program, pending approval of City Council. The funding will cover overtime personnel costs associated with multiple DUI/license check points, special saturation patrols, targeted enforcement of areas of repeated traffic collisions, and traffic safety presentations.

The proposed grant will fund the STEP program for the period of October 1, 2019, through September 30, 2020. Department staff is requesting Council authorization to accept this grant.

RECOMMENDATION: That the City Council:

1. Authorize the Police Department to accept the STEP Grant funding from the California Office of Traffic Safety in the amount of \$90,000; and
2. Authorize a budget adjustment for the Police Department in the Special Safety Grants Fund for FY2019-2020 in the amount of \$90,000 when grant is signed.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – AUGUST 20, 2019

SUBJECT: Approval of Management Services for Low Carbon Fuel Standards Credits

SOURCE: Public Works

COMMENT: The California Air Resources Board (CARB) developed the Low Carbon Fuel Standard (LCFS) program in compliance with AB 32 (the Global Warming Solutions Act of 2006) to reduce the carbon intensity of transportation fuels used in California by 20% by 2030. The LCFS Program is designed to encourage the use of cleaner low-carbon fuels in California, encourage the production of those fuels, and therefore, reduce greenhouse gas emissions. The LCFS standards are expressed in terms of the carbon intensity of gasoline and diesel fuel and their respective substitutes. The primary method for reducing the carbon content of transportation fuels is by blending standard fuels with fuels such as cellulosic ethanol or biodiesel which have lower carbon intensities. Similarly, electricity, compressed natural gas (CNG), and bioCNG are also recognized as low carbon intensive transportation fuels.

The 2018 LCFS amendments added a new crediting mechanism to the LCFS designed to support the deployment of zero emission vehicle (ZEV) infrastructure. That new mechanism, effective January 2019, bases crediting for ZEV infrastructure on a calculation of capacity of the direct current (DC) fast charging site, less the actual fuel dispensed. Under the updated LCFS Program, for electricity used as a transportation fuel, the City is eligible to generate LCFS credits from its electric vehicle (EV) public charging stations, transit fleet charging station facility, EV smart charging, and the CNG fueling facility. Additionally, the City is eligible to generate additional matching credits from the retirement of renewable energy certificates (RECs) from the renewable energy (solar) systems that are associated with the City's EV charging station facilities.

Credits that are generated may be marketed and sold on the Credit Bank & Transfer System. Based on the current LCFS credit market value, the table below represents the estimated worth of each of the City's eligible LSFS sites:

<u>LCFS Site</u>	<u>Annual Worth (\$)</u>
Centennial Plaza Public Charging Stations	\$1,000/year
Downtown Transit Center Charging Stations	\$10,000/year
CNG Fueling Facility	\$80,000/year
Transit Charging Station Facility	\$500,000/year
Renewable Energy at Transit Charging Station Facility	\$100,000/year

As the City continues to expand its public and non-public charging stations, and renewable energy systems, more credits are expected to be generated as the number of EVs increase. The value of these credits for EV charging could be as much as \$1,000,000 per year when the City's fleet is 100% battery-electric, expansion of the City's public charging stations, expansion of the City's fleet charging station facilities, and expansion of renewable energy systems associated with charging station facilities. Additionally, the LCFS credits long-term market value is uncertain due to adoption rate and regulatory uncertainty.

In order to be eligible to receive LCFS credits for transportation fuel supplied through EV charging stations, the City must use all credit proceeds for the following options: (1) benefit current or future EV operations; (2) expansion of EV charging stations; (3) educating the public on the benefits of EV transportation; and (4) provide subsidized EV charging rates at public charging stations. Proceeds from the sale of LCFS credits for CNG can be used to benefit current or future CNG operations or used for capital projects to enable greater public access to the City's CNG station.

Program requirements also include LCFS applications for each fuel pathway (CNG and EV) at each project site, third-party verification, marketing and sale of credits, and annual compliance reporting.

Since the inception of the LCFS program in 2009, the City has not submitted an application to the LCFS program and has not generated LCFS credits from its CNG fueling facility. Under the updated LCFS Program in 2019, which now includes EV charging stations, smart charging, renewable energy systems, and third-party verification, staff does not have the expertise or resources to manage its LCFS Program.

It is staff's recommendation, due to the increased complexity of the LCFS Program, to seek Council's approval to negotiate an LCFS Management Services Agreement with an accredited LCFS consulting firm. Through the City's membership with CALSTART, staff was introduced to SRECTrade, a management firm focused on 100% environmental commodities. SRECTrade is one of the leading sources for clean energy management, and has the unique capability of managing multiple LCFS fuel pathways which the City is eligible to generate credits. SRECTrade has the expertise to navigate the EV charging station registration process, manage and maintain reporting requirements with CARB, procure RECs and match with EV consumption, facilitate marketing and sales of credits, handle all settlement and remittance of payment for credits, and provide regulatory and market information.

Due to the unique nature of the management services, it is staff's recommendation to execute an LCFS Revenue Sharing Agreement with SRECTrade, which will follow a tiered schedule based on cumulative LCFS credits produced. It is also staff's recommendation to enter into an Agreement with SRECTrade for an initial term of two (2) years. During the two-year period, SRECTrade will assist the City in the generation and sale of LCFS

credits and identify all available and potential markets for the City's clean energy portfolio. After the initial two (2) year term, it is staff's recommendation to advertise for requests for qualifications (RFQ) for the continued LCFS management services.

RECOMMENDATION: That the City Council authorize staff to negotiate and enter into a Management Services Agreement with SRECTrade, for a period of two (2) years, for the Low Carbon Fuel Standard Program.

ATTACHMENTS:

1. SRECTrade LCFS Overview for Porterville
2. SRECTrade_LCFS Engagement Letter and Exhibit A_City of Porterville_August 13 2019

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Deputy Public Works Director/Field Services Manager

Final Approver: John Lollis, City Manager



California Low Carbon Fuel Standard (LCFS) Market and Services Overview

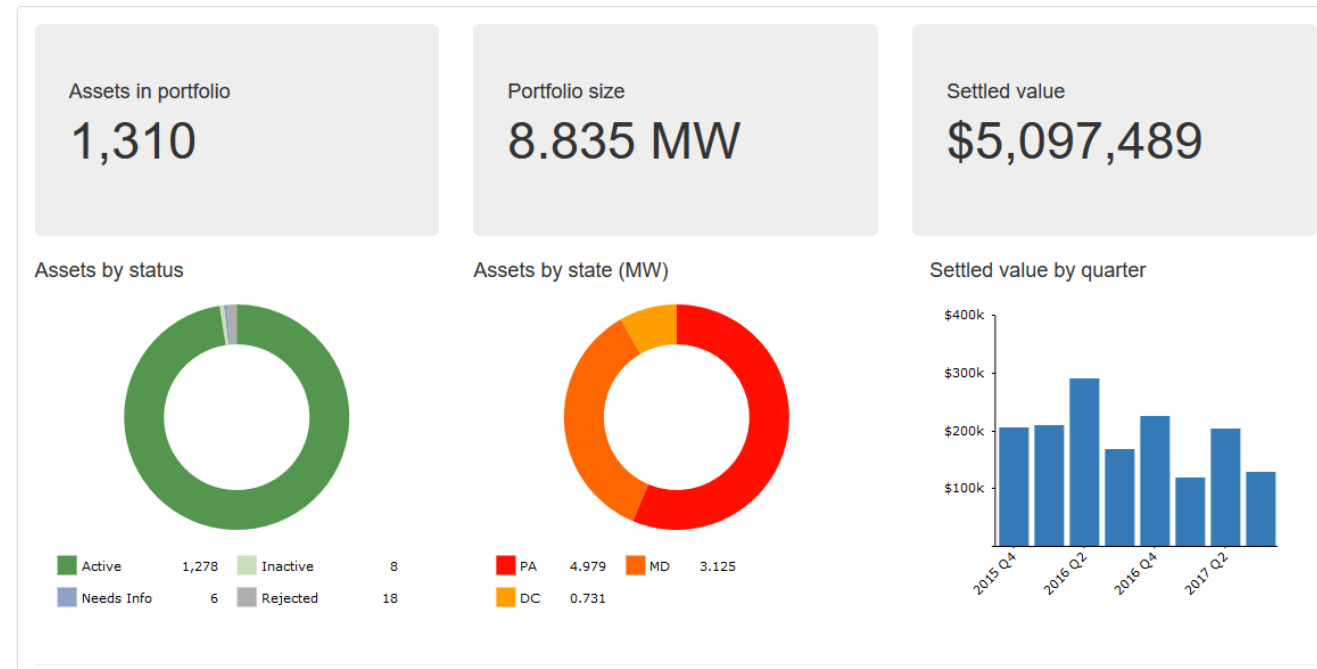


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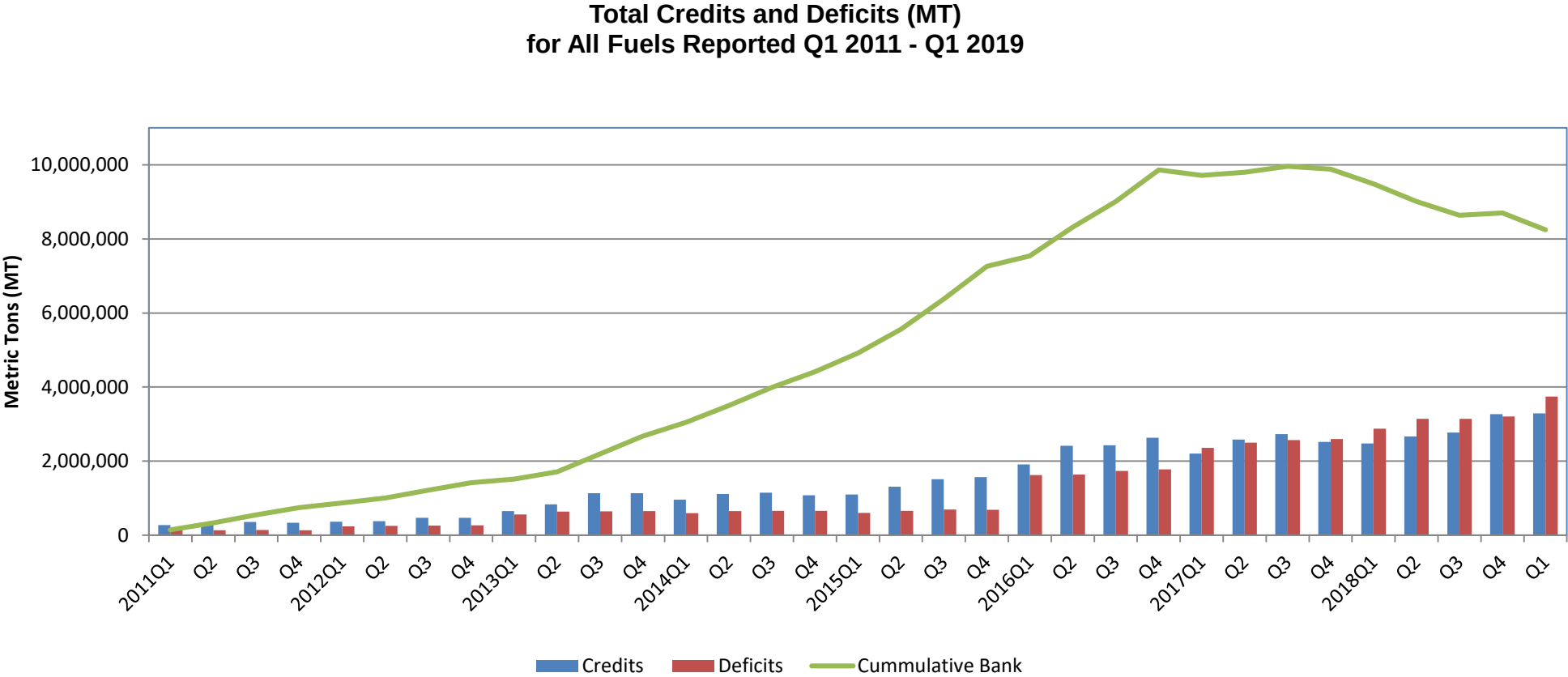
SRECTrade Introduction

- Launched in 2008
- 100% environmental commodity focused
- 2.0+ GW under management
 - 540+ MW Agency Management
 - 1.5+ GW Managed by Software
- Management and transaction platform
 - 40,000 clean energy/fuel assets under agency management
- Back-end technology solution
 - 150,000 clean energy assets utilizing proprietary software
- Regulatory and market experts



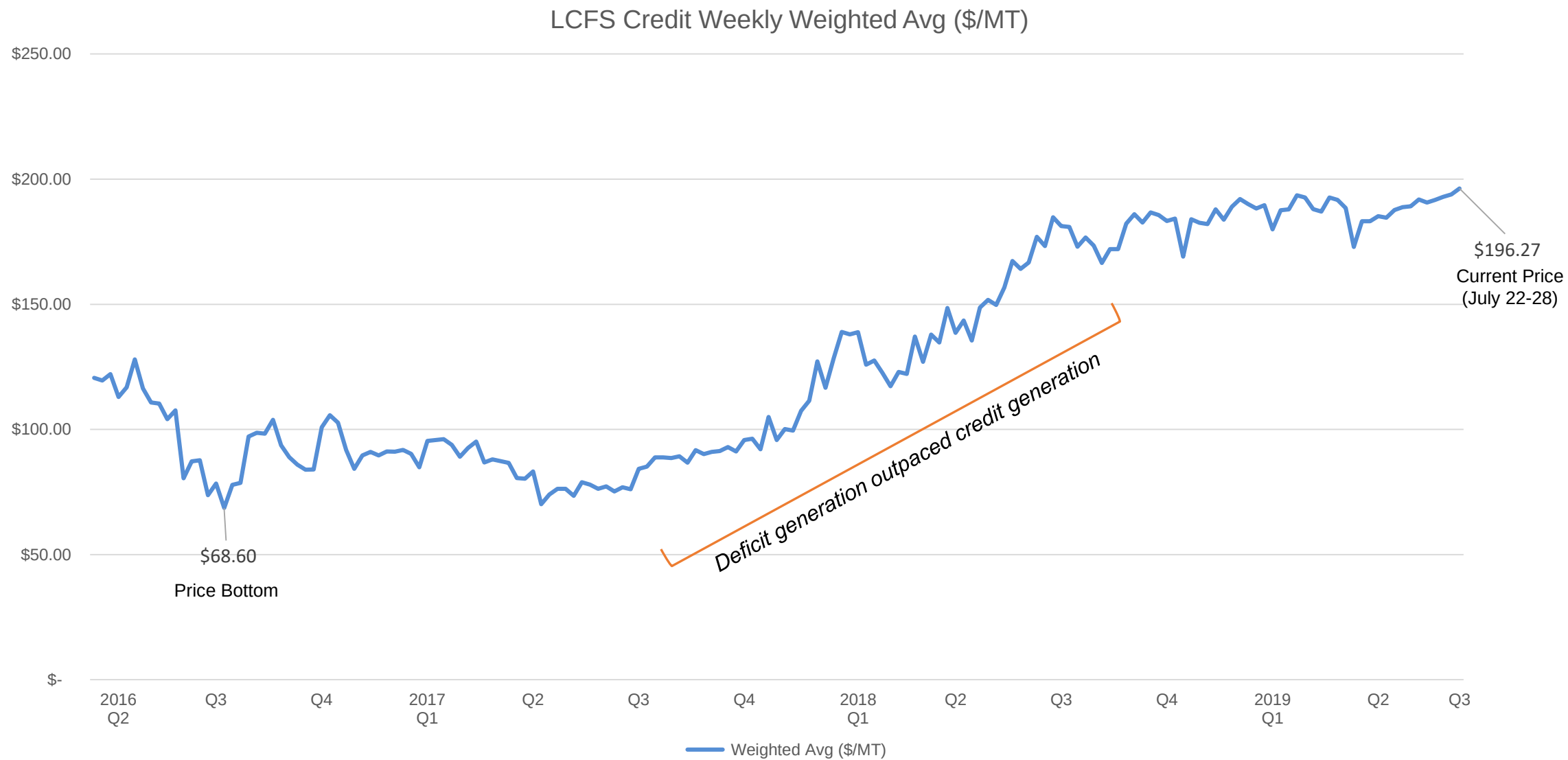
- Purpose
 - Decrease the carbon intensity (CI) of CA's transportation sector
 - *Current goal:* Reduce fuel CI by 20% by 2030 (from 2010 baseline)
- Oversight
 - *Regulator:* California Air Resources Board (CARB)
 - *Tracking Registry:* LRT-CBTS (LCFS Reporting Tool and Credit Bank & Transfer System)
- Sell-side Participants
 - Clean fuel generation unit owners (EV charging infrastructure, biofuel, ethanol, CNG, etc.)
- Buy-side participants
 - Petroleum and Oil Refiners

Deficits have outpaced credits since 2017, decreasing the credit bank and pushing up market prices.



Source: California Air Resources Board. Excel Spreadsheet can be found [here](#).

HISTORIC PRICE TRENDS



Source: California Air Resources Board – Weighted Average Settlement Price by week for April 2016 through July 2019. Pricing based on date of settlement in LRT. Can vary from current spot pricing.

VALUE FOR ENTIRE PORTFOLIO *(for illustrative purposes only; based on estimates)*



	Baseline	Matching w/ RECs
Annual kWh	1,917,000 kWh	1,917,000 kWh
LCFS Credits	2,687	3,249
Current Value (\$/LCFS Credit)*	\$195.00	\$195.00
Gross Notional Value	\$523,965	\$633,555
SRECTrade Fees (10%)**	\$52,367	\$63,356
Cost to Procure RECs (est.)***	N/A	\$19,170
Annual Net Value	\$471,568	\$551,029
Value per kWh	\$0.246	\$0.287



*Current market value. Price subject to market fluctuation.

**Fee structure will be based on schedule defined in SRECTrade's Client Engagement Agreement.

***Uses \$10/MWh as an estimate. Value per REC can fluctuate.

Source: SRECTrade Estimates and indicative spot market pricing.

VALUE PER VEHICLE *(for illustrative purposes only; based on estimates)*



Assumes REC Book and Claim Accounting.

	Vans	Buses
Annual kWh (est. per vehicle)	53,250 kWh	127,800 kWh
LCFS Credits	90	217
Current Value (\$/LCFS Credit)*	\$195.00	\$195.00
Gross Notional Value (per vehicle)	\$17,550	\$42,315
SRECTrade Fees (10%)**	\$1,755	\$4,232
Cost to Procure RECs (est.)***	\$533	\$1,278
Annual Net Value (per vehicle)	\$15,262	\$36,805
Value per kWh	\$0.287	\$0.287



*Current market value. Price subject to market fluctuation.

**Fee structure will be based on schedule defined in SRECTrade's Client Engagement Agreement.

***Uses \$10/MWh as an estimate. Value per REC can fluctuate.

Source: SRECTrade Estimates and indicative spot market pricing.

POTENTIAL VALUE SCENARIOS

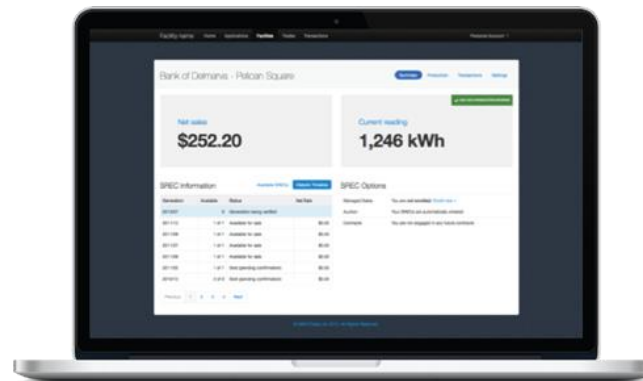


- In the short-term, we will likely see value in the upper portion of this range.
- In the long-term, the value becomes more uncertain due to adoption rate and regulatory uncertainty.

Price per Credit	Percentage Change from Current Value	Gross \$/kWh (baseline)*	Gross \$/kWh (matching w/ RECs)*
\$190	-3%	\$0.266	\$0.322
\$170	-13%	\$0.238	\$0.288
\$150	-23%	\$0.210	\$0.254
\$130	-33%	\$0.182	\$0.220
\$110	-44%	\$0.154	\$0.186
\$90	-54%	\$0.126	\$0.153
\$70	-64%	\$0.098	\$0.119

*Does not include SRECTrade fees. Does not include cost to procure RECs.

- One-stop-shop for all LCFS related revenue
 - Navigate EV charging station registration process
 - Manage and maintain reporting requirements to CARB
 - Procure RECs and match with MWh consumption
 - Facilitate marketing and sales of credits
 - Handle all settlement and remittance of payment for credits
 - Provide regulatory and market information





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201 California Street, Suite 630 San Francisco, CA 94111
www.srectrade.com | Phone and Fax: (415) 763-7732

August 13, 2019

STRICTLY CONFIDENTIAL

Mr. Richard Tree
Transit Manager
City of Porterville
291 North Main Street
Porterville, California 93257

Dear Mr. Tree,

This Management Services Engagement Letter (hereinafter "Agreement") confirms the understanding between City of Porterville, (together with its affiliates, collectively, the "Company" or "you") and SRECTrade, Inc., a Delaware corporation (hereinafter, "SRECTrade" or "we"; each a "Party" and collectively the "Parties") with regard to the engagement of SRECTrade to provide certain California Low Carbon Fuel Standard ("CA LCFS"), or other similar incentive markets that become available, credit (the "Credits") transaction and management services ("Services") to the Company, as defined by this Agreement. SRECTrade and the Company will cooperate to enable SRECTrade to provide the Services described herein. The Company understands and agrees that there is no guarantee of successful creation, transaction, or monetization of the Credits.

1. SRECTrade's Services

For purposes of this Agreement, SRECTrade's Services will consist of the following:

(a) Fuel Supply Equipment ("FSE") and Fleet Registration

- (i) Register and provide administrative services associated with the registration of the Company's fleet of clean fuel vehicles with the California Air Resources Board, or other relevant regulatory body ("Regulator").

(b) Manage and Maintain Reporting Requirements:

- (i) Provide management and maintenance services for all reporting requirements deemed mandatory or recommended by the California Air Resources Board as they relate to the CA LCFS.
- (ii) SRECTrade and the Company will work together to collect fuel usage and transaction data.
- (iii) SRECTrade will report consumption data to the CA LCFS registry on behalf of the Company's clean fuel vehicle fleet and act as the administrative agent between the CA LCFS registry and the Company.

(c) Marketing, Sale, and Payment of Credits:

- (i) Once Credits are issued and made available for sale, SRECTrade will facilitate all marketing and sales of the Credits. Transactions will be executed at the discretion of SRECTrade based on current market conditions at the time of transaction execution. By agreeing to this term, the Company gives SRECTrade permission to sell its Credits at SRECTrade's sole discretion.
- (ii) Following transaction execution, the Company will be notified of a successful transaction by the delivery of a transaction confirmation (the "Confirmation"). The Confirmation will include the details of the transaction, including the volume transacted, price, and payment and delivery terms. SRECTrade may also include additional transaction details in the Confirmation as applicable to the relevant transaction.
- (iii) SRECTrade will facilitate all settlement, delivery and payment for all Credit transactions.

(d) Purchase of Renewable Energy Credits and Other Information Required or Requested:

- (i) SRECTrade may be able to purchase Renewable Energy Credits (RECs) on behalf of Company to help lower the Carbon Intensity (CI) of the Company's electricity fuel. The purpose of this transaction would be to allow the Company to produce a larger volume of Credits. By agreeing to this term, the Company gives SRECTrade permission to facilitate the purchase of RECs on its behalf. The purchase price of these RECs will be based on what is readily available in the market place and be executed at



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SRECTrade's sole discretion. SRECTrade will only facilitate these transactions if the purchase price of RECs is less than the benefit derived in the production of additional Credits. All costs to purchase RECs to help facilitate the production of more Credits will be netted from the transaction proceeds due to Company. In no event will the purchase of RECs on Company's behalf result in a lower volume of Credits.

- (ii) Should SRECTrade need any other information that is not outlined or anticipated herein, the Company will work with SRECTrade in a timely manner to help fulfill the request in order to enable SRECTrade to provide the Services contemplated herein.

(e) Solar REC Account Management and Administrative Services:

- (i) SRECTrade will provide management and transaction services for the RECs associated with any California sited solar asset the Company owns. SRECTrade's services include registering the assets with the Western Renewable Energy Generation Information System (WREGIS), maintaining ongoing data reporting requirements, contracting, transacting, and remitting payment for the RECs. The services provided for the Company's RECs are subject to SRECTrade's [Terms and Conditions](#). It is anticipated that the Company's California sited Solar RECs will be prioritized to be used for the purpose of reducing the Company's CI score of its electric fuel. Should the Company have excess RECs, SRECTrade will facilitate the sale of the Company's excess REC volume at the discretion of SRECTrade based on current market conditions at the time of transaction execution.

2. Professional Fees

For purposes of this Agreement, "Professional Fees" are fixed-charge fees for professional services rendered by SRECTrade, as such Services are detailed in Section 1 hereof. Professional Fees will be assessed as follows:

(a) Over the Counter (OTC) Spot, Forward or Pre-Pay Contract CA LCFS Credit Sales:

- (i) **Standard Fee.** As of the date of this Agreement, Credit transactions will be assessed a percentage of notional transaction value fee.
 - a. The fee structure will follow a tiered schedule based on cumulative Credits produced and transacted as follows:
 - i. 0 – 1,000 Credits: 20.0%
 - 1,001 – 5,000 Credits: 12.5%
 - 5,001 – 20,000 Credits: 7.5%
 - 20,001 + Credits: 5.0%
 - b. In addition to the Standard Fee, SRECTrade reserves the right to charge a separate per-Credit "**Minimum Service Fee**" of up to ten dollars (\$10.00). Such Minimum Service Fee will only be levied if the Standard Fee for a given transaction equates to less than \$10.00/Credit. In such case, SRECTrade shall charge its Standard Fee, and then subtract such total Standard Fee from \$10.00. The net between the total Standard Fee and the \$10.00 amount will be the applicable Minimum Service Fee (such that the combined Standard Fee and Minimum Service Fee equals \$10.00). However, in no case will SRECTrade take a total Fee, including its Standard Fee and its Minimum Service Fee, in an amount greater than fifty percent (50%) of the total Credit sale price. That is, if the Credit sale price falls below twenty dollars (\$20.00), SRECTrade shall not take more than fifty percent (50%) of such value. For example, in the event of a sixteen-dollar (\$16.00) Credit sale price, SRECTrade shall only take a combined Standard Fee and Minimum Service Fee of eight dollars (\$8.00).
- (ii) SRECTrade may accept a fee from both parties to any transaction for the sale or purchase of CA LCFS credits. It is recognized and agreed to by the Parties that acceptance of a fee from both parties is an acceptable practice in the industry;
- (iii) All Spot market Fees will be netted from the proceeds of all Credit Sales.

(b) Over the Counter (OTC) Spot, Forward or Pre-Pay Contract CA-Sited Solar REC Sales:

- (i) **Standard Fee.** For a cumulative registered solar capacity of up to 300 kilowatts (kW), SRECTrade will not charge the Company a fee to administer the management of its solar RECs. For any solar capacity registered and managed by SRECTrade that exceeds 300 cumulative kW, SRECTrade



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and the Company will agree to a separate fee agreement as needed.

3. Term and Termination; No Guarantee

This Agreement shall remain in full force and effect beginning with the date of execution of this Agreement and until it is terminated, cancelled, or otherwise voided. The initial term of this agreement will be for a period of two (2) years from the date of execution. SRECTrade will be the Company's sole service provider for the services contemplated herein during the term. After the initial two (2) year term, either Party may terminate this Agreement at any time by providing written notice of termination ("Notice of Termination") at least thirty (30) days prior to the date of termination. SRECTrade does not hereby guarantee that this engagement will result in a transaction or that a transaction will be consummated. In the event of termination of this letter agreement, SRECTrade shall be entitled to a Professional Fee if the Company consummates or enters into an agreement with counter parties (that is, any party of the second part; specifically, a buyer or seller) introduced by SRECTrade prior to the date falling six (6) months after the date of termination hereof and such agreement subsequently results in the execution of an effective purchase and sale agreement. Additionally, prior to termination of this agreement, should the Company directly approach counter parties originally introduced by SRECTrade and consummate or enter into an agreement for a comparable transaction, SRECTrade shall be entitled to a Professional Fee. Any such fee shall be payable by Company to SRECTrade on the closing of the relevant transaction and under the terms set forth herein.

4. Confidentiality and Privacy Policy

With respect to the collection, storage, use and disclosure of the Company's confidential information and data, the Company consents and agrees to SRECTrade's Privacy Policy, as may be amended from time to time. The current Privacy Policy is available for reference at any time at <http://www.srectrade.com/privacy>.

5. LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, DAMAGES FOR LOST PROFITS, OR EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF THE DAMAGES WERE FORESEEABLE. THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS ARISING OUT OF (A) ANY BREACH OF THE NDA; (B) GROSS NEGLIGENCE; (C) INTENTIONAL MISCONDUCT; OR (D) ANY CLAIM FOR ATTORNEYS' FEES AND OTHER LITIGATION COSTS EITHER PARTY BECOMES ENTITLED TO RECOVER.

6. ARBITRATION.

- (a) ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF (INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE) THAT CANNOT BE RESOLVED BY VOLUNTARY NEGOTIATION OR MEDIATION BETWEEN THE PARTIES SHALL BE SETTLED BY FINAL AND BINDING ARBITRATION WITH ONE ARBITRATOR IN THE STATE OF CALIFORNIA. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES AND IN ACCORDANCE WITH THE EXPEDITED PROCEDURES IN THOSE RULES.
- (b) THE COSTS OF THE ARBITRATION SHALL BE SHARED EQUALLY BETWEEN THE PARTIES, EXCEPT THAT EACH PARTY SHALL BE RESPONSIBLE FOR ITS OWN ATTORNEYS' FEES AND COSTS IN PREPARING AND PRESENTING ITS CASE. THE ARBITRATOR'S AWARD MAY BE CONFIRMED, ENTERED, AND ENFORCED AS A FINAL JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE THE PARTIES FROM SEEKING PROVISIONAL REMEDIES TO MAINTAIN THE STATUS QUO IN AND IN AID OF ARBITRATION FROM A COURT OF COMPETENT JURISDICTION.
- (c) THE ARBITRATOR'S AWARD SHALL BE ISSUED IN WRITING AND CONFINED TO A STATEMENT OF THE AMOUNT OF DAMAGES (IF ANY) AWARDED TO EITHER OR BOTH



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PARTIES ON THE CLAIMS AND COUNTERCLAIMS SUBMITTED TO THE ARBITRATOR.

- (d) THE PARTIES SHALL MAINTAIN THE CONFIDENTIAL NATURE OF THE ARBITRATION PROCEEDING AND THE AWARD, INCLUDING THE HEARING, EXCEPT AS MAY BE NECESSARY TO PREPARE FOR OR CONDUCT THE ARBITRATION HEARING ON THE MERITS, OR EXCEPT AS MAY BE NECESSARY IN CONNECTION WITH A COURT APPLICATION FOR A PRELIMINARY REMEDY, A JUDICIAL CHALLENGE TO AN AWARD OR ITS ENFORCEMENT, OR UNLESS OTHERWISE REQUIRED BY LAW OR JUDICIAL DECISION.

7. Representations and Warranties.

- (a) Each Party represents that the individual executing this Agreement on its behalf is duly authorized to bind such Party to this Agreement in accordance with its terms. Company further represents and warrants to SRECTrade that, when entering into a transaction facilitated by SRECTrade on behalf of Company:
- (i) The product specified in the relevant purchase and sale agreement meets the Applicable Standard as specified by the CA LCFS pursuant to the California Global Warming Solutions Act of 2006 (Health & Safety Code [H&S], section 385000 et seq.), or other similar incentive markets that become available, and specifications set forth and defined in that purchase and sale agreement;
 - (ii) The information provided to SRECTrade to register the FSE and report the ongoing fuel supply and/or consumption data with the corresponding Regulator is true, complete, and correct;
 - (iii) Company has good and marketable title to the product specified in the relevant purchase and sale agreement;
 - (iv) All right, title and interest in and to the product specified in the relevant purchase and sale agreement is free and clear of any liens, taxes, claims, security interests, or other encumbrances;
 - (v) Neither Company nor any other party has made any claims associated with the product specified in the relevant purchase and sale agreement, and Company has not sold the Credits to any other person or entity; and that,
 - (vi) The Credits sold in the relevant purchase and sale agreement will vest in that agreement's Buyer, and that Buyer will, pursuant to the terms of that purchase and sale agreement:
 - a. Have the exclusive rights to make all claims as to the Environmental Attributes associated with energy and/or avoided emissions associated with such Credits;
 - b. Have the right to report and register, as applicable, the exclusive ownership of the Environmental Attributes with any registry, system, agency, authority, or other party; and
 - c. Have full and rightful title to resell or otherwise transfer the Credits to any other party.

8. **Company Indemnity.** Company agrees to indemnify, hold harmless and defend SRECTrade and its directors, officers, employees and agents from and against all claims, actions, damages, losses, liability, penalties and expenses, including reasonable attorneys' fees and court costs, arising directly or indirectly from any enforcement action taken by the Regulator pursuant to Low Carbon Fuel Standard Regulation, Sections 95480, et seq. (Title 17, California Code of Regulations, Section 95480, et seq.). In particular, Carbon Fuel Standard Regulation, Section 95495 (Title 17, California Code of Regulations, Section 95495) provides the Regulator authority to suspend, restrict, modify or revoke any account; modify or delete a certified CI; restrict, suspend or invalidate Credits; or recalculate the deficits in an account. SRECTrade shall provide Company any notices it receives from the Regulator relating to any enforcement action against Company and shall cooperate with Company, at Company's expense, in responding to any such enforcement action; provided, however, Company's indemnity herein shall hold SRECTrade harmless from all damages it may incur, including but not limited to, damages it may incur to temporarily or permanently replace invalidated Credits, as well as any penalties imposed by the Regulator.

9. **Assignment.** Neither Party shall have the right to assign this Agreement without the prior written consent of the other Party, which consent must not be unreasonably withheld. Any assignment made in violation of this clause will be null and void.
10. **Legal & Tax Advice.** Company understands that SRECTrade is not qualified to give either legal advice or tax advice regarding prospective transactions or otherwise, and Company shall not rely on SRECTrade for advice on such matters.



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11. **Choice of Laws.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California without giving effect to the doctrine of conflict of laws.
12. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the Parties, and there are no other prior agreements, representations or understandings, oral or otherwise, regarding the subject of this Agreement that are binding on either Party, except as referenced in Section 4 hereof. Any Amendment to the Agreement must be made in writing signed by the Parties. Future amendments, if any, may be delivered as a “click-through” agreement.
13. **Non-waiver.** The failure or delay of either Party to exercise any of its rights hereunder for breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either Party, whether written or oral, express or implied, of any rights under or arising from this Agreement shall be binding on any subsequent occasion; and no concession by either Party shall be treated as an implied modification of the Agreement unless specifically agreed to in a signed writing by the Parties.
14. **Notice.** Any notice made under either Section 3 or Section 8 this Agreement shall be in writing and delivered by email, in person or by public or private courier service (including United States Postal Service Express Mail) or certified mail with return receipt requested. All such notices shall be addressed to the Parties at the following addresses or at such other addresses as the Parties may from time to time direct in writing.

SRECTrade, Inc.
Attn: Legal
201 California Street, Suite 630
San Francisco, California 94111

City of Porterville
Attn: Mr. Richard Tree, Transit Manager
291 North Main Street
Porterville, California 93257

Any other notices made under this Agreement shall be delivered by the electronic mailing of a portable document format (“PDF”) file containing an executed copy of the notice, where applicable.

SRECTrade, Inc.
Attn: Legal
Email: legal@srectrade.com

City of Porterville
Attn: Mr. Richard Tree
rtree@ci.porterville.ca.us

15. **Severability.** The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or otherwise unenforceable, the remainder of the provisions herein shall continue to be valid and enforceable.
16. **Survival.** In addition to the rights and obligations specified by Sections 2 and 3 hereof, Sections 4 through 15 hereof shall survive termination, cancellation, or expiry of this Agreement.
17. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

If you are in agreement with the terms of this Agreement, please sign and return this Agreement. SRECTrade is prepared to begin this engagement immediately upon your acceptance of this Agreement.



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Best Regards,

Steven Eisenberg
SRECTrade, Inc.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Management Services Engagement Letter Agreement to be signed where indicated below.

SRECTrade, Inc.

City of Porterville

By: _____
Name: Steven Eisenberg
Title: CEO
Date:

By: _____
Name:
Title:
Date:



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**Designator Entity and Designee Entity Agreement:
Registration and Management Consent for Third Party Fuel Reporting Entities Acting on Behalf of
Designator Entity (Exhibit A)**

Name of Designator: City of Porterville (the “Company” or a “Party”)

Designator FEIN: [FEIN]

Designator Address:

291 North Main Street

Porterville, California 93257

Designator Primary Contact: Mr. Richard Tree

Designator Phone Number: (559) 782-7448

Designator Email: rtree@ci.porterville.ca.us

Name of Designee: SRECTrade, Inc. (“SRECTrade” or a “Party”)

Designee FEIN: 27-4311512

Contract Expiration: Upon notification, by either Party, to the California Air Resources Board (“CARB”), this agreement shall be canceled. Designator may assume all responsibilities at the start of the subsequent calendar quarter reporting period, provided that such termination does not conflict with an existing agreement between Designator and Designee. In the event of a conflict, either Party may provide the existing agreement to CARB to determine the appropriate transfer or cancellation date.

Representations, Warranties and Attestation.

Company is the Owner who hold(s) legal title to the Fuel Supply Equipment (“FSE”) registered with CARB and the environmental attributes, specifically the California Low Carbon Fuel Standard Credits (the “CA LCFS Credits” or “Credits”), associated with the FSE. Each Party represents that the individual executing this Agreement on its behalf is duly authorized to bind such Party to this Agreement in accordance with its terms. Company further represents and warrants that:

- Company has good and marketable title to the Credits;
- Neither Company nor any other party has made any claims associated with the Credits and Company has not previously claimed or sold the Credits to any other person or entity;
- Company releases its rights to report and claim the Credits associated with the California Low Carbon Fuel Standard;
- The Company designates SRECTrade to act on its behalf with regards to the registration, reporting, and claiming of CA LCFS Credits;
- Company attests that the information provided to SRECTrade to register the FSE and report the ongoing fuel supply and/or consumption data with CARB is complete and correct.

SRECTrade, Inc. (as “Designee”)

City of Porterville (as “Designator”)

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:



CITY COUNCIL AGENDA – AUGUST 20, 2019

SUBJECT: Authorization to Negotiate a Contract for OHV Park Management Services

SOURCE: Parks and Leisure Services

COMMENT: Friends of Kern Open Space recently terminated its OHV Park management services agreement due to unforeseen circumstances, leaving the City without an operator of the facility. At its meeting on June 4, 2019, the City Council authorized staff to distribute Requests for Proposals for Off-Highway Vehicle management services. The RFP was advertised in the newspaper, on the City's website, on social media, and mailed directly to six (6) individual's who requested the information.

There were no proposals received by the July 22, 2019 deadline. Staff has since been in contact with Mr. Myron Short of 2X Promotions. Mr. Short has rented the OHV Park in the past to host the Loretta Lynn Area Qualifying and Road to Mammoth Racing Series. Mr. Short had been out of town travelling this summer with his racing series and was unaware of the OHV Park RFP announcement. He and a partner are interested in submitting a proposal to operate the OHV Park. Mr. Short grew up riding at the OHV Park and is extremely familiar with the facility, the local riding community, and possesses the ability to garner resources as needed to prep the facility to a high standard.

Staff was notified by the California State Parks Office of Grants on August 5, 2019, that the City of Porterville was awarded its full grant requested amount of \$122,935 for OHV Park ground operations. An example of operating expenses the grant funds are programmed to cover include personnel to operate the facility, equipment maintenance and utilities.

RECOMMENDATION: That the City Council:

1. Authorize staff to negotiate an OHV Park management services contract with Mr. Myron Short; and
2. Authorize the Mayor to sign all contract documents when completed.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – AUGUST 20, 2019

SUBJECT: Rescinding a Notice of Hearing and Intent to Acquire Property

SOURCE: City Attorney

COMMENT: The City Council previously authorized the setting of a Hearing for the purposes of adopting a Resolution of Necessity to acquire property located at the north side of Olive Avenue at Redwood Street. The proposed acquisition consists of 0.74 acres in fee and a 0.86 acre easement, for the purposes of a well, subsurface pipeline, and access/utility easement. The Hearing was set for this meeting.

City staff is requesting that the Notice be rescinded for now, as it is looking at broadening the scope and revising the funding for the project.

RECOMMENDATION: That the City Council rescind the Notice of Intent / Hearing for the Resolution of Necessity.

ATTACHMENTS:

Appropriated/Funded:

Review By:
Department Director:

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – AUGUST 20, 2019

SUBJECT: Consideration of Resolution Authorizing Workers' Compensation Coverage for Off-Duty Peace Officers Injured Out of State

SOURCE: Administrative Services

COMMENT: In late 2018, AB 1749 was signed into law which amended Labor Code Section 3600.2, allowing public agencies the ability to provide workers' compensation benefits to peace officers who are injured while engaging in the apprehension of law violators or in the protection of life or property, while outside of the state of California. This bill was brought forward in response to the October 1, 2017, mass shooting in Las Vegas, Nevada, during which several off-duty California peace officers were injured while attempting to render aid, yet were denied benefits due to the provisions of Labor Code Section 3600.2.

At its June 2019 meeting, the City's workers' compensation excess insurance carrier, Local Agency Workers' Compensation Excess Joint Powers Authority (LAWCX), amended its memorandum of coverage to provide for coverage pursuant to AB 1749. In the event member cities, such as the City of Porterville, wish to also extend such coverage to its peace officers, a Resolution authorizing same is required.

RECOMMENDATION: That the City Council adopt the draft Resolution Authorizing Workers' Compensation coverage for off-duty peace officers injured while out of state.

ATTACHMENTS:

1. Draft Resolution Off-Duty Peace Officers
2. AB 1749

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2019

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE AUTHORIZING WORKERS' COMPENSATION COVERAGE
FOR OFF-DUTY PEACE OFFICERS INJURED OUT OF STATE

WHEREAS, Labor Code Section 3600.2 was amended by Assembly Bill 1749 in 2018, to allow a peace officer employer to accept liability for workers' compensation liability and provide benefits for an injury or illness sustained by a peace officer by reason of engaging in the apprehension or attempted apprehension of law violators or suspected law violators, or protection or preservation of life or property, or the preservation of the peace, outside the state of California, but who was not at the time acting under the immediate direction of his or her employer, if the employer determines that providing compensation serves the public purposes of the employer;

WHEREAS, the City's workers' compensation insurance carrier, Local Agency Workers' Compensation Excess Joint Powers Authority (LAWCX), has amended its Memorandum of Coverage to provide coverage for peace officers who sustain a bodily injury or occupational illness while out of state under the circumstances described in Section 3600.2, but only if, prior to the occurrence, the governing board of the covered member has adopted a resolution under Section 3600.2, subsection (b)(4), accepting liability for such injury and or illness under the California workers' compensation law; and,

WHEREAS, the City desires to accept workers' compensation liability for peace officers who sustain an injury or illness while out of state in accordance with Labor Code Section 3600.2 and the LAWCX Memorandum of Coverage.

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

1. The City authorizes and agrees to accept liability for workers' compensation benefits under California Labor Code, Division 4 for an injury or illness sustained by a peace officer by reason of engaging in the apprehension or attempted apprehension of law violators or suspected law violators, or protection or preservation of life or property, or the preservation of the peace, outside the state of California, but who was not at the time acting under the immediate direction of the City. This resolution is adopted pursuant to Labor Code Section 3600.2, subsection (b)(4).
2. The City finds and determines that providing workers' compensation benefits in the circumstances described in paragraph 1 serves the public purposes of the City.
3. This coverage shall not apply if, at the time of the occurrence, the peace officer was suspended from peace officer duty or otherwise not in good standing as a peace officer.
4. This coverage applies only to a peace officer as defined in Government Code Section 50920.
5. This coverage applies to occurrences that happen on or after July 1, 2019.

PASSED, APPROVED AND ADOPTED on this 20th day of August, 2019.

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

Patrice Hildreth, Chief Deputy City Clerk

Assembly Bill No. 1749

CHAPTER 707

An act to amend Section 3600.2 of the Labor Code, relating to workers' compensation.

[Approved by Governor September 23, 2018. Filed with
Secretary of State September 23, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

AB 1749, Daly. Workers' compensation: off-duty peace officer.

Existing law establishes a workers' compensation system, administered by the Administrative Director of the Division of Workers' Compensation, to compensate an employee for injuries sustained in the course of his or her employment. Existing law requires workers' compensation proceedings to commence within one year of specified dates and circumstances, including, among others, the date of injury.

Existing law provides that whenever any peace officer, as defined, is injured, dies, or is disabled from performing his or her duties as a peace officer by reason of engaging in the apprehension or attempted apprehension of law violators or suspected law violators, or protection or preservation of life or property, or the preservation of the peace anywhere in this state, including the local jurisdiction in which he or she is employed, but is not at the time acting under the immediate direction of his or her employer, the peace officer or his or her dependents, as the case may be, shall be accorded by his or her employer all of the same benefits, including the benefits that the peace officer or his or her dependents would have received had that peace officer been acting under the immediate direction of his or her employer. Existing law provides that any injury, disability, or death incurred under the circumstances described in this section shall be deemed to have arisen out of and been sustained in the course of employment for purposes of workers' compensation and all other benefits.

This bill would state that an employer, at its discretion or in accordance with specified policies, is not precluded from accepting liability for compensation for an injury sustained by a peace officer by reason of engaging in the apprehension or attempted apprehension of law violators or suspected law violators, or protection or preservation of life or property, or the preservation of the peace, outside the state of California, but who was not at the time acting under the immediate direction of his or her employer, including any claims for injuries sustained by peace officers during the October 1, 2017, mass shooting in Las Vegas, Nevada, if the employer determines providing compensation serves its public purposes. The bill, for purposes of worker's compensation claims filed for injuries sustained during the October 1, 2017, mass shooting in Las Vegas, Nevada, would deem the

date of injury as the operative date of these provisions. The bill would provide that acceptance of liability shall not affect the determination of whether or not the peace officer acted within the scope of his or her employment for any other purpose.

The people of the State of California do enact as follows:

SECTION 1. Section 3600.2 of the Labor Code is amended to read:

3600.2. (a) Whenever any peace officer, as defined in Section 50920 of the Government Code, is injured, dies, or is disabled from performing his or her duties as a peace officer by reason of engaging in the apprehension or attempted apprehension of law violators or suspected law violators, or protection or preservation of life or property, or the preservation of the peace, anywhere in this state, including the local jurisdiction in which he or she is employed, but is not at the time acting under the immediate direction of his or her employer, the peace officer or his or her dependents, as the case may be, shall be accorded by the peace officer's employer all of the same benefits, including the benefits of this division, that the peace officer or his or her dependents would have received had that peace officer been acting under the immediate direction of his or her employer. Any injury, disability, or death incurred under the circumstances described in this section shall be deemed to have arisen out of and been sustained in the course of employment for purposes of workers' compensation and all other benefits.

(b) Nothing in this section shall be deemed to:

(1) Require the extension of any benefits to a peace officer who at the time of his or her injury, death, or disability is acting for compensation from one other than the city, county, city and county, judicial district, or town of his or her primary employment.

(2) Require the extension of any benefits to a peace officer employed by a city, county, city and county, judicial district, or town which by charter, ordinance, or departmental regulation, whether now in force or hereafter enacted or promulgated, expressly prohibits the activity giving rise to the injury, disability, or death.

(3) Enlarge or extend the authority of any peace officer to make an arrest; provided, however, that illegality of the arrest shall not affect the extension of benefits by reason of this act if the peace officer reasonably believed that the arrest was not illegal.

(4) Preclude an employer, at its discretion or in accordance with written policies adopted by resolution of the employer's governing body, from accepting liability for compensation under this division for an injury sustained by a peace officer, as defined in Section 50920 of the Government Code, by reason of engaging in the apprehension or attempted apprehension of law violators or suspected law violators, or protection or preservation of life or property, or the preservation of the peace, outside the state of California, but who was not at the time acting under the immediate direction of his or her employer, including any claims for injuries sustained by peace

officers during the October 1, 2017, mass shooting in Las Vegas, Nevada, if the employer determines that providing compensation serves the public purposes of the employer. For claims filed pursuant to this paragraph by peace officers for injuries sustained during the October 1, 2017, mass shooting in Las Vegas, Nevada, the date of injury for purposes of subdivision (a) of Section 5405 shall be deemed the operative date of the act adding this paragraph. Acceptance of liability under this subdivision shall not affect the determination of whether or not the peace officer acted within the scope of his or her employment for any other purpose.

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CITY COUNCIL AGENDA – AUGUST 20, 2019

SUBJECT: Consideration of Reappointments to Arts Commission

SOURCE: Administrative Services

COMMENT: The City's Arts Commission is comprised of five (5) members, plus one (1) youth member, who represent various areas of arts, including theatrical/performing; visual graphics; music; and youth. The members serve staggered three (3) year terms, with the exception of the youth member, who serves a one (1) year term.

Currently, two Commissioners, Kyree Perkins and Emily Luna, have terms that expired in July 2019. Both individuals have indicated an interest in continuing to serve and have submitted applications for reappointment. Further, due to work commitments, Commissioner Wes Maas has informed staff of his inability to continue to serve. As is customary, staff will advertise the vacancy and solicit applications from interested individuals.

RECOMMENDATION: That the City Council reappoint Kyree Perkins and Emily Luna to the Arts Commission to three (3) year terms to expire in July 2022.

ATTACHMENTS:

1. RFA_Luna
2. RFA_Perkins

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



Please complete all blanks.

Name: Emily Luna
(Please Print)

Appointment to: Arts Commission
(Name of Board, Commission, or Committee)



☒ Reappointment; or IF NEW, Please provide:

Street Address:

[Redacted]

[Redacted]

Mailing Address:

Name of Business:

N/A

☐ Own

☐ Operate

Business Address:

Telephone: Home

[Redacted]

Work

FAX

E-mail

emilyluna4496@gmail.com

City of Porterville Resident:

☐ Yes

☒ No

Select District:

☐ 1 ☐ 2 ☐ 3

☐ 4 ☐ 5

Registered Voter:

☐ Yes

☒ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

Art Comission member for a couple years
now and would like to continue being a member.

Please tell us why you are interested in this position.

I enjoyed being a member and would like
to continue bringing art into the community

☐ Resume attached

☐ Letter of request attached

Submitted By:

Emily Luna 

7-29-19
Date

Received by: _____

Forwarded to: City Clerk

☐ Date: _____

City Council

☐ Date: _____

Staff Liaison

☐ Date: _____

Tentative Council Mtg Date: _____



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



Please complete all blanks.

Name: KYREE Perkins

(Please Print)

Appointment to: Arts Commission

(Name of Board, Commission, or Committee)



☒ Reappointment; or IF NEW, Please provide:

Street Address:

29005 Ave 194

STANFORD

Mailing Address:

Name of Business:

☐ Own

☐ Operate

Business Address:

Telephone: Home

(559) 756-4351

Work

FAX

E-mail

City of Porterville Resident:

☐ Yes

☒ No

Select District:

☐ 1 ☐ 2 ☐ 3

☐ 4 ☐ 5

Registered Voter:

☐ Yes

☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

I have been a member of the arts
commission for about two years and I
would like to be reappointed.

Please tell us why you are interested in this position.

I have always loved art and I am
interested in being a part of the arts in the
community.

☐ Resume attached

☐ Letter of request attached

Submitted By: Yvonne Perkins

7-24-14
Date

Received by: _____

Forwarded to: City Clerk

☐ Date: _____

City Council

☐ Date: _____

Staff Liaison

☐ Date: _____

Tentative Council Mtg Date: _____



CITY COUNCIL AGENDA – AUGUST 20, 2019

SUBJECT: Approval of City Council's Procedural Handbook

SOURCE: Administrative Services

COMMENT: On May 21, 2019, the City Council authorized revisions to its Procedural Handbook, which consisted of the addition of a policy pertaining to the handling of out-of-district requests received by Council Members; a prohibition on the use of City funds and/or resources related to individual Council Members meeting with constituents at locations other than City Hall; an update to the City Manager and City Attorney Performance Evaluation forms; and finalizing Appendices D (City Device, Internet & Email Policy) and E (Email Retention).

In addition to those previously discussed revisions, during the City Manager's recent evaluation in June 2019, the Council Council discussed proposed modifications to the City Manager's Evaluation Form, as attached, so as to more accurately reflect the Council's expectations.

RECOMMENDATION: That the City Council consider and approve the City Council's Procedural Handbook as proposed, and modifications as deemed appropriate.

ATTACHMENTS:

1. City Council Handbook
2. Proposed City Manager Evaluation Form

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

CITY COUNCIL PROCEDURAL HANDBOOK



The Office of City Clerk
291 North Main Street
Porterville, CA 93257
Tel: (559) 782-7447
Fax: (559) 782-7452
www.ci.porterville.ca.us

As Authorized by the City Council on May 21, 2019

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PREAMBLE

The residents and businesses of the City of Porterville are entitled to have fair, ethical, and accountable local government. Such a government requires that:

- Public Officials comply with both the letter and spirit of the laws and policies affecting operations of the government;
- Public Officials be independent, impartial, and fair in their judgment and actions;
- Public office be used for the public good, not for personal gain; and
- Deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

No part of this Handbook shall be interpreted so as to violate any federal or state law; a Council Member's Oath of Office; a Council Member's moral or ethical responsibilities; or the exercise of a Council Member's individual rights afforded him/her by the U.S. Constitution.

To this end, the City Council of the City of Porterville hereby approves of and affirms the above to encourage public confidence in the integrity of local government and its operations.
(*Minute Order 21-070511, July 5, 2011.*)



II. MEETINGS OF COUNCIL

The Council shall provide by ordinance the time and place of holding regular meetings and the manner in which special meetings may be called. Public interest and convenience shall be primary consideration when decisions are made as to time, location and frequency.

Except as otherwise provided by law, all meetings of the Council shall be open to the public.

A. REGULAR MEETINGS

1. Pursuant to Section 10 of the City Charter, Regular Meetings of the Porterville City Council shall be held on the first and third Tuesday of each month in the Council Chambers at City Hall, 291 North Main Street, in the City. The Regular Meetings will commence at five thirty o'clock (5:30) P.M., with Closed Sessions commencing at five thirty o'clock (5:30) P.M., and Open Session commencing at six thirty o'clock (6:30) P.M. In the event that a regular meeting of the Council shall fall on a legal holiday, that regular meeting shall be held at the same place and time on the next succeeding working day, or as determined by Council. (*Ordinance 1766, August 17, 2010; M.O. 15-09181, September 18, 2012.*)
2. Following the mid-meeting break (around 9:00 p.m.) the Mayor, with assistance from the City Manager, will review the balance of the agenda with Council to discuss how it can be handled in the allowed time. If it is necessary to continue any items, it will be announced at that time.

B. ADJOURNED MEETINGS/STUDY SESSIONS (Open to the public)

1. The purpose of these meetings shall be for informal discussions between staff, advisory bodies or consultants and the City Council regarding specific programs, projects or policies. If noticed, formal action may be taken at such a meeting.
2. Adjourned Meetings/Study Sessions will be held at a time and place convenient to Council and advantageous for public participation.
3. Participation of the public shall be at the discretion of the Presiding Officer, upon consensus of the Council.

C. SPECIAL MEETINGS

1. Special meetings may be called by the Mayor or three members of the City Council. (*Gov. Code Section 54956*) Written notice of each special meeting must be given not less than twenty-four (24) hours before such meeting to each member of the City Council not joining the call.
2. Written notice must be given to the City Council and to the media 24 hours prior to each meeting. (*Gov. Code Section 54956*)
3. A supplemental telephone call shall be made if necessary to notify each Council Member.
4. No business other than that announced shall be discussed.
5. Any special meeting held at a place other than City Hall shall be open to the public. Notice requirements of the Brown Act shall be complied with for any such meetings; regular minutes shall be taken by the City Clerk and shall be available for public inspection.

D. ORDER OF BUSINESS:

Meeting called to Order
Roll Call
Oral Communications (closed session items only)
Closed Session(s)
Reconvene Open Session
Report on Action taken in Closed Session
Pledge of Allegiance
Invocation
Proclamations/Presentations
Committee and Commission Reports
Staff Informational Reports
AB 1234 Reports
Oral Communications (on any matter of interest)
Consent Calendar – to include:
 Approval of Minutes
 Claims Against the City
 Payment of Bills
 Payments on Public Works Projects
 Authorization to Purchase
 Authorization to Call for Bids
 Award of Bids
 Acceptance of Projects

Acceptance of Dedications/Property
Approval of Final Tract Maps
Annexations
Requests for City Services
Reports
Other Routine Matters
Public Hearings
Second Readings of Ordinances
Scheduled Matters
Oral Communications (on any matter of interest)
Council Comments
Adjournment
(Resolution 31-2019, May 21, 2019, attached as Appendix A.)

E. CONSENT ITEMS

1. Consent items are the first items on the open session portion of the agenda (items that are routine, have been discussed before, relate to implementation of approved budget items, or to City operations or item to be later set for public hearing).
2. Any item removed from the Consent Calendar shall be considered immediately after the last Scheduled Matter on the agenda and immediately before the Second Oral Communications. *(M.O. 16-091812, September 18, 2012.)*



III. MEETING PROCEDURES

A. PRESIDING OFFICER

1. The Mayor is the Presiding Officer and acts as Chair at Council meetings.
2. In the absence or incapacity of the Mayor, the Vice Mayor as Mayor Pro Tempore will serve as Presiding Officer. In the absence of both the Mayor and Vice Mayor, the Council Members present shall select one of their number to serve as Presiding Officer for that meeting. *(Amended via Minute Order 08-071911, July 19, 2011.)*
3. Seating arrangement of the Council:

Seating arrangements shall be at Council discretion with preference being given to health conditions, seniority, individual Council Member preferences, and the Mayor's preference, in that order. *(Amended via Minute Order 08-071911, July 19, 2011.)*
4. Signing of City Documents:

The Mayor, unless unavailable, shall sign all ordinances, resolutions, contracts and other documents which have been adopted by the City Council and require an official signature; except when the City Manager, or his or her designee, has been authorized by Council action to sign documents. In the event the Mayor is unavailable, the Vice Mayor may sign the required documents. *(Amended via Minute Order 08-071911, July 19, 2011.)*

B. QUORUM

A majority of the Council Members shall constitute a quorum for the transaction of business. *(City Charter)*

C. DISCUSSION RULES

1. Obtaining the floor:
 - a. A member of the City Council, staff, or public shall first address the Presiding Officer and gain recognition.

- b. Comments and questions shall be limited to the issue before Council except when members of the public are addressing the Council under Oral Communications.
 - c. Cross-exchange between Council Members, staff or public shall be avoided.
 - d. Any citizen may arise and address the City Council on any business especially concerning them or affecting their interests during Oral Communications, but preference will be given to those who have first presented matters in the form of a written communication or who have personally notified the presiding officer of their desire to speak.
 - e. Any member or other person using profane, vulgar, loud or boisterous language at any meeting, or otherwise interrupting the proceedings, who refuses to be seated or keep quiet when ordered to do so by the Mayor or Mayor Pro Tem of the City Council, shall be guilty of a misdemeanor. It shall be the duty of the Chief of Police, upon order of the presiding officer, to eject any such member or person from the council room.
(Ordinance 1537)
2. Questions to staff:
- A Council Member shall, after recognition by the Presiding Officer, address questions to duly designated staff members through the City Manager.
3. Interruptions:
- a. Once recognized, a Council Member shall not be interrupted while speaking except to make a point of order or personal privilege.
 - b. If a Council Member is called to order while speaking, the individual shall cease speaking until the question of order is determined.
 - c. Upon being recognized by the Presiding Officer, members of staff shall hold the floor until completion of their remarks or until recognition is withdrawn by the Presiding Officer.



IV. COUNCIL REQUESTS FROM THE PUBLIC

A. Response to Letters from the Public

Periodically Council Members receive letters requesting their response. If a Council Member wishes to answer the letter, the matter can be handled in either of three ways:

1. The Council Member can give the letter to the City Manager's Secretary along with direction on how they wish their response to be worded. The City Manager's staff will then prepare the letter on City Council stationery and forward it to the appropriate Council Member for approval and signature. Copies of both letters are kept on file in the City Manager's Office, and copies are available upon request.
2. If the letter requires specific information or details only available from another City Department, the City Manager may refer the letter to the appropriate Department Head for response by them or their designee. Copies of the letters will then be forwarded to the City Manager's Office for filing.
3. If the Council Member wishes to answer their own correspondence, City stationery is available upon request from the City Manager's secretary. Copies of all such letters on City Letterhead shall be provided to all other Council members, and the letter shall include a provision clearly defining that the correspondence represents the views and/or feelings of the specific Council member signing the letter. If the Council Member wishes to have a copy of the letters in their file, they should submit a copy to the City Manager's staff for filing.

If a Council Member receives an informational item and wants a copy to be given to the other Council Members and the City Manager or other Directors, the item should be given to the City Manager's staff and copies will be made and sent out.

B. Referrals to Council agenda

Periodically Council Members receive correspondence or verbal requests for items to be acted upon, or considered, by the City Council. If a Council Member wishes to respond to the request, the matter should be referred to the City Manager. The request can then be handled as follows:

1. The Council Member may request the City Manager to place the item on the Council agenda as a written communication (however, the request must be stated on the agenda face sheet for Council to be able to act on it at the meeting); or
2. Upon research, the request may be determined to be a violation of City, State or Federal law, policy, or previous Council determination, in which case an appropriate response as to why the matter can not be heard will be provided to the requesting party.

Correspondence requesting that an item be acted upon, or considered, by the City Council, which is received directly by the City Manager, is handled in either of two ways:

1. The City Manager shall place any routine and/or legitimate written request under written communications*, or have a staff report prepared if time permits, for the next City Council agenda; or
2. The City Manager shall place any request which has already been acted upon by Council, cannot legally be accomplished, or which has a potential for litigation, in an Administrative Memorandum.

C. Telephone Calls

Citizens attempting to communicate with the City Council often call the offices at City Hall. Such calls are referred to the City Manager's Office. The City Manager's staff will take a message and refer it to the appropriate Council Member, or give the caller the telephone number of the City Council Member so they may call them directly, according to instructions given by the Council Member [see X-D (3)].

D. Personal Meetings

Council Members who wish to meet with their constituents may use various rooms at City Hall. The Council Member should call the City Manager's Secretary as soon as they know a room is needed so that it can be reserved for their use. No more than two Council Members may attend a meeting to discuss City matters without the meeting becoming a public meeting and therefore falling under the requirements of the Brown Act Open Meeting Laws.

E. Personal Correspondence

Council Members who wish to send their own correspondence using City stationery shall include a provision clearly defining that the correspondence represents the views and/or feelings of the specific Council member signing the letter. Copies of all such letters on City Letterhead shall be provided to all other Council members. Letterhead stationery is available upon request from the City Manager's secretary, and if the Council Member wishes to have a copy of their letter in their file, they should submit a copy to the City Manager's staff for filing.

F. Out-of-District Requests

On occasion, Council Members will be contacted by citizens residing outside of their respective districts. When this occurs, City Council Members agree to advise the appropriate Council Member of the contact and matter of concern.

G. Proclamation Approval Process

All Proclamations must be submitted at least 72 hours before noon on the Thursday before the next City Council Meeting to be considered for approval by the City Council. All received proclamations are to be scanned and emailed to all Council Members within one business day of being received. Each Council Member will have until noon on the Thursday before the next Council Meeting to contact the City Manager's Office to sponsor submitted proclamations. Proclamations receiving one sponsor will be placed on the next Council agenda as a Consent Calendar item. Those not receiving a sponsor will be disregarded. If multiple sponsors are received, the first Council Member to respond will be deemed the proclamation's sponsor. (*M.O. 13-100113, October 1, 2013.*)



V. COUNCIL MEMBER REQUESTS TO STAFF

A. General Information

All City Council Member requests for information or documents shall be referred through the City Manager. Any Department Head who receives a direct request from a Council Member shall submit the request, including the name of the requesting Council Member, to the City Manager.

B. Research

All City Council Member requests for information or documents which require extensive research, in the opinion of the City Manager, shall be referred through the City Manager to the Council for direction. The City Manager will discuss the matter with the appropriate department and relay the approximate time table for completion to the City Council for discussion and action at the next available meeting of the City Council. If the request is approved by the Council, upon completion of the research, the information or documents will be forwarded to the City Council Members by the City Manager. *(Amended via Minute Order 08-071911, July 19, 2011.)*

C. Items for inclusion in Council Agenda

The City Manager shall compile the agenda for each meeting and shall include as agenda items, business in the normal course of City affairs, including but not limited to staff proposals to improve services, support the economy and land use, and enhance the efficiency and effectiveness of the City organization, items relating to current, past, and proposed City contracts, leases, franchises, agreements and similar documents, and matters affecting future or proposed City equipment and property, items relating to City employees, agents and contractors, and such other matters as are defined in this handbook or otherwise directed by the City Council.

All City Council Member requests for an item to be placed on the Council agenda shall be made in writing to the City Manager. Such request shall be submitted prior to Wednesday noon of the week before the Council meeting in order to be placed on the next regularly scheduled meeting. *(Amended via M.O. 13-111814, November 18, 2014, and via M.O. 13-052119, May 21, 2019.)*

The City Manager shall place any Council Member request for an agenda item on the next available agenda as a Consent Calendar item for Council approval to be included as a Scheduled Matter on the next available agenda. This does not prevent any Council Member from moving to place an item on the next available agenda during Other Matters of the current agenda. *(Amended via Minute Order 08-071911, July 19, 2011.)*



VI. COUNCIL AGENDA

A. Preparation:

Each Department Head submits their departmental agenda items to the City Manager for approval utilizing the City's electronic agenda management system. (*Amended via M.O. 11-111814, November 18, 2014.*)

The City Council meeting agendas are prepared on the Thursday prior to the Tuesday meeting. Any questions regarding whether items have been scheduled for consideration at a particular meeting may be directed to the Chief Deputy City Clerk and/or Deputy City Clerk.

B. Deadlines:

The deadlines for the agenda are the Monday preceding the Thursday preparation day. Public hearing items, scheduled matter items, Consent calendar items, and written communications must be submitted by the Monday deadline. The deadline for a Council member request for any item shall be Wednesday noon preceding the Thursday preparation day. (*Amended via M.O. 13-111814, November 18, 2014.*)

C. Delivery:

Agendas will be delivered to Council on the Thursday prior to the Tuesday meeting via an emailed link to the electronic agenda packet posted on the City's website. No items, or additional materials, shall be delivered after the initial delivery to Council on Thursday, except in the instance of a designated emergency item.

Once the Agenda is made available to the City Council, it is available to the public. (*Amended via M.O. 11-111814, November 18, 2014.*)



VII. THE RALPH M. BROWN ACT

The Ralph M. Brown Act (California Government Code Section 54950 et seq.) governs meetings conducted by local legislative bodies such as city councils, boards of supervisors, special districts, and school boards. The Act represents the State Legislature's determination of how the balance should be struck between the public access to meetings of multi-member public bodies on one hand, and the need for confidential candor, debate, and information gathering on the other.

The Act contains specific exceptions from the open meeting requirements where government has a demonstrated need for confidentiality. Where matters are not subject to a closed meeting exception, the Act has been interpreted to mean that all of the deliberative processes by legislative bodies, including discussion, debate and the acquisition of information, be open and available for public scrutiny.

Meetings are defined as any gathering of a quorum of a legislative body (which includes newly elected but unsworn members of the body) to discuss or transact business under the body's jurisdiction and serial meetings are prohibited. Exemptions are individual contacts between board members and others which do not constitute serial meetings, attendance at conferences and meetings which are open to the public so long as legislative bodies do not discuss amongst themselves business of a specific nature under the body's jurisdiction, and attendance at social or ceremonial events where no business of the body is discussed.

The Act requires that notices of regular meetings must be posted at least seventy-two (72) hours prior to the meeting, and twenty-four (24) hour notice must be provided to members of the legislative body and media outlets for special meetings.

A user's guide to the Ralph M. Brown Act is provided to Council Members for their information. If a Council Member has a specific question which does not seem to be covered in the guide, the Council Member should contact the City Attorney for a legal opinion.



VIII. TRAVEL, MEETINGS AND EXPENSES

This policy would satisfy the requirements of California Government Code §§ 53232.2 and 53233.3 in the event such requirements could be constitutionally applied to charter cities.

The City Manager, or his staff, will notify the City Council Members about any League of California Cities' Conferences, Committee meetings, and/or local meetings that may be of interest to the Council. If a Council Member is interested in attending any such meeting, the following procedures should be followed:

A. Requests for Reservations:

When a City Council Member wishes to attend a conference or meeting, he/she should contact the City Manager's office and indicate the following:

1. The date(s) of the conference or meeting;
2. If the Council Member will be accompanied by anyone else, i.e. spouse, child;
3. Any personal preferences for hotel reservations, such as smoking or non-smoking, king or double beds, etc.; and
4. Whether special travel arrangements need to be made, i.e. airplane tickets, ride-sharing, etc.

A disbursement will then be prepared and the payment for the conference or meeting will be forwarded, and, if applicable, the hotel will be contacted to make the appropriate reservations. When making hotel reservations to attend a conference or meeting, a request for a room sales tax waiver shall be made on behalf of the applicable Council member. If a prior room reservation request is not made, the Council member shall request a room sales tax waiver prior to payment for a room.

For lodging in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question, if such rates are available at the time of booking. If the group rate is not available, government rates must be used when available. Lodging rates that are equal or less than the government rates are presumed to be reasonable and allowed per this policy. In the event that government rates are not available at a given time or in a given area, lodging rates that do not exceed the IRS per diem rates for a given area are presumed reasonable and hence allowed.

B. Travel and Expense Form:

A Travel and Expense Form will then be prepared for the Council Member which indicates the following:

1. The amount of money to be issued to the traveler as per diem*; and
2. Mileage expense* (if a personal vehicle is used for travel and cost is paid in advance).

** Amount set in Administrative Policy Manual Sec. II-E-1, Travel & Conference Expenses. In regard to the per diem amount, if payments for expenses are made in advance pursuant to the specified per diem amounts, the disbursement shall not be considered to be reimbursable expense under AB 1234.*

The Council Member will then be issued a packet of materials several days prior to the meeting which contains the following:

1. A check for per diem and mileage;
2. Confirmation notification and informational materials regarding the conference;
3. Confirmation notification for any hotel reservations; and
4. A City credit card to pay for the room charges at the end of the meeting.

C. Receipts:

The Council Member shall then bring the receipt for the hotel charges to the City Manager's staff upon his/her return, together with the credit card, and any refund due the City. The Council Member shall sign the original Travel and Expense Form at that time, which shall then be filed with the Finance Department for final processing.

If a refund is due the Council Member, a check will be issued by the Finance Department and then distributed to the Council Member.

D. Eligibility:

The City shall pay for any Council Member to attend any meetings or conferences of their choice. City Council approval shall not be required unless it is required by AB 1234. A Council Member may request mileage and other expenses associated with attending meetings of boards, commissions, committees, or other groups to which the Council Member has been elected, appointed, or designated to attend by the City Council without further approval or ratification. When accompanied by a spouse, significant other, and/or one or more children, the Council Member shall pay for expenses incurred above that which would otherwise have been paid for the Council Member. Any charge placed on a City credit card for someone other than a Council

Member shall also be considered a refund due the City, payable within 10 days of the receipt of the charges. (*Amended via Minute Order 18-091812, September 18, 2012.*)

E. Event Tickets :

1. City and/or City-Sponsored Events:

A Council Member may accept no more than two (2) tickets issued by the City to a City event or a City-sponsored event. Any tickets in excess of two (2) accepted by a Council Member shall be paid for by the Council Member from non-City funds at the time of acceptance of the tickets. (*Resolution 99-2012, October 2, 2012.*)

2. Non-City Sponsored Events:

(*Repealed via M.O. 11-111814, November 18, 2014.*)

F. Council Member Meetings with District Constituents:

No City funds or resources shall be used to pay for expenses related to meetings held by individual Council Members with their constituents, unless prior approval is received from the Council. This does not pertain to City Council Members holding meetings in designated conference rooms at City Hall. Under no circumstances shall City funds or resources be used for campaign purposes. (*Via M.O. 13-052119, May 21, 2019.*)



IX. CONFLICT OF INTEREST

A. City Council Members Filing Requirements

City Council Members are under the provisions of the Political Reform Act (Gov. Code, Section 81000 et seq. known as "the Act") as enforced by the Fair Political Practices Commission. The Act applies to campaign contributions requirements, as well as matters of conflict of interest while in office.

1. Disclosure of Economic Interests:

City Council Members must file assuming office and leaving office statements, as well as annual statements while in office. The statements basically require the disclosure of the following information:

- Investments or interests in real property and its fair market value;
- Income, and the name and address of each source of income aggregating five hundred dollars (\$500) or more, or fifty (\$50) or more if a gift, and a general description of the business activity, if any of each source;
- Interests in real property held by a business entity or trust;
- Loans, and its annual interest rate and the security, if any, given for the loan;

2. Disqualification of Participation (Conflict of Interest):

A Council Member shall not make, participate in making, or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest. This might include decisions which affect property within up to 500 feet of the subject property in which the Council Member has an interest.

A financial interest in a decision, within the meaning of Section 87100 of the Act, is if it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from its effect on the public generally, on the Council Member or:

- A member of his or her immediate family;

- A business entity in which the Council Member has a direct or indirect investment worth \$2000 or more;
- Any real property in which the Council Member has a direct or indirect interest worth \$2,000 or more;
- Any source of income, other than gifts or commercial lending institutes loans, aggregating \$500 or more received or promised to the City Council Member within twelve months prior to the time when the decision is made;
- Any business entity in which the City Council Member is a director, partner, trustee, employee, or holds any position of management;
- Any donor, or any intermediary or agent for a donor, or a gift or gifts aggregating \$420 or more in value provided to, received by, or promised to the City Council Member within 12 months prior to the time when the decision is made.

Indirect investment or interest means any investments or interest owned by the spouse or dependent child of a City Council Member, by an agent on behalf of a Council Member, or by a business entity or trust in which the Council Member, the Council Member's agents, spouse, and dependent children own directly, indirectly, or beneficially a 10% interest or greater.

Section 87100 of the Act does not prevent any Council Member from making or participating in the making of a governmental decision to the extent his participation is legally required for the action or decision to be made. The fact that a Council Member's vote is needed to break a tie does not make his participation legally required for purposes of this section.

Pursuant to Section 87105 of the Act, a public official who holds an office specified in Section 87200 who has a financial interest in a decision within the meaning of Section 87100 shall, upon identifying a conflict of interest or a potential conflict of interest and immediately prior to the consideration of the matter, do all of the following:

- a. Publicly identify the financial interest that gives rise to the conflict of interest or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.

- b. Recuse himself or herself from discussing and voting on the matter, or otherwise acting in violation of Section 87100.
- c. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.
- d. Notwithstanding paragraph (3), a public official may speak on the issue during the time that the general public speaks on the issue.

B. Other Agencies:

Whenever a Council Member is required to file a Statement of Economic Interest for an outside agency, the Deputy City Clerk will provide the correct form, and using the Statement of Economic Interest Form 700 filed in the City Clerk's Office for the City of Porterville, prepare a duplicate statement for signature, and forward the appropriate form to the requesting agency.

D. City of Porterville Conflict of Interest Code:

Certain designated City employees are also required to file conflict of interest forms under the provisions of the Political Reform Act Code, Sections 87100-87500 et seq. The City of Porterville Conflict of Interest Code was adopted by the City Council and is reviewed biennially to make sure it is kept current.

If Council Members have a question on whether an interest they have is sufficient for disqualification, they should contact the Fair Political Practices Commission at (866) 275-3772, or <http://www.fppc.ca.gov>, for a ruling or opinion.



X. GENERAL ITEMS

A. Different Hats

Members of the City Council also serve as the governing bodies for the following local agencies:

1. Successor Agency to the Porterville Redevelopment Agency
2. Industrial Development Authority
3. Public Financing Authority
4. Public Improvement Corporation
5. Planning Commission
6. Conflicts and Disclosure Monitor Agency

B. Compensation

As stated in the City Charter, Section 9, City Council Members shall receive \$20 per Council meeting, \$25 per Council meeting for the Mayor, with a maximum of seven paid Council meetings per month.

C. Issuance of Electronic Devices to Council Members

An Electronic Device, Internet, and Email Policy has been developed as set forth in Minute Order 14-090605. (*See Appendix D*)

D. Direction to Support Staff:

Upon assuming office, Council Members should notify the City Manager's staff regarding the following items:

1. Where to deliver Administrative Reports and Memorandums, i.e. home or business.
2. How to direct citizens who wish to speak to Council Members, i.e. take a message, give out home telephone numbers, give out business telephone numbers, etc.

E. City Attorney

The City Attorney is the legal advisor of the City Council, and all other City officials. The City Attorney shall prosecute all violations of City ordinances and shall draft all contracts and other legal documents and instruments, required by the Council or the

City Manager. The City Attorney shall perform such other legal services as the Council may direct and shall attend all meetings of the Council unless excused therefrom by three members or by the Mayor.

The types of questions referred to the City Attorney are as follows:

1. Generally whether a conflict of interest exists for a Council Member and whether they should abstain from voting on a specific matter.

Please note: Any advice received from the City Attorney relating to Conflicts of Interests is informal only and not binding; the Council Member must seek and obtain a formal written opinion from the FPPC in order to be afforded any statutory immunities.

2. Whether an issue has a legal standing, and what type of action would be appropriate.
3. Legal recommendations for matters of litigation.

F. Annual City Manager/City Attorney Evaluations

The City Council shall provide for annual evaluations for the City Manager and the City Attorney. A standardized evaluation form shall be used which shall address the areas of importance as set forth by the City Council. (*See Appendix C.*)

G. Response to President/Governor Directives

Directives issued by the President of the United States and/or Governor of the State of California shall not be considered a mandatory directive to the City of Porterville except as authorized and/or approved by the City Council. The one exception to this rule is that flags on City buildings shall be flown at half-staff upon orders by the President, Governor and/or Mayor, or by majority approval of the City Council.



APPENDICES

- A. Resolution 31-2019, Order of Business
- B. Resolution 99-2012, Ticket Policy
- C. Annual City Manager/City Attorney Evaluation Forms
- D. Electronic Device, Internet, and Email Policy
- E. Email Retention Policy

RESOLUTION NO. 31-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE RESCINDING RESOLUTION 101-2010 AND ESTABLISHING NEW ORDER OF BUSINESS TO BE FOLLOWED AT REGULAR MEETINGS OF THE CITY COUNCIL

BE IT RESOLVED by the City Council of the City of Porterville that Resolution No. 101-2010 is herein rescinded.

BE IT FURTHER RESOLVED that the following is the order of business to be followed in conducting the regular meetings of the City Council:

- MEETING CALLED TO ORDER
- ROLL CALL
- ORAL COMMUNICATIONS (closed session items only)
- CLOSED SESSION
- RECONVENE OPEN SESSION
- REPORT ON ACTION TAKEN IN CLOSED SESSION
- PLEDGE OF ALLEGIANCE
- INVOCATION
- PROCLAMATIONS/PRESENTATIONS
- COMMITTEE & COMMISSION REPORTS
- STAFF INFORMATIONAL REPORTS
- AB 1234 REPORTS
- ORAL COMMUNICATIONS (on any matter of interest)
- CONSENT CALENDAR – to include:
 - Approval of Minutes
 - Claims Against the City
 - Payment of Bills
 - Payments on Public Works Projects
 - Authorization to Purchase
 - Authorization to Call for Bids
 - Award of Bids
 - Acceptance of Projects
 - Acceptance of Dedications/Property
 - Approval of Final Tract Maps
 - Annexations
 - Requests for City Services
 - Reports
 - Other Routine Matters
- PUBLIC HEARINGS
- SECOND READINGS
- SCHEDULED MATTERS

- ORAL COMMUNICATIONS (on any matter of interest)
- COUNCIL COMMENTS
- ADJOURNMENT

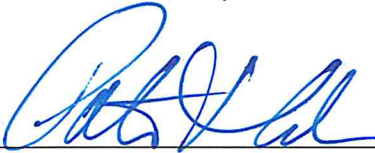
PASSED, APPROVED AND ADOPTED this 21st day of May, 2019.



Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk



By: Patrice Hildreth, Chief Deputy City Clerk

STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 21st day of May, 2019.

Said resolution was duly passed, approved, and adopted by the following vote:

Council:	PEÑALOZA	WARD	FLORES	STOWE	REYES
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk



By: Fernando Gabriel-Moraga, Acting Deputy City Clerk

RESOLUTION NO. 99-2012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE ESTABLISHING A POLICY CONCERNING THE
ACCEPTANCE OF TICKETS BY COUNCIL MEMBERS TO CITY OR
CITY-SPONSORED EVENTS

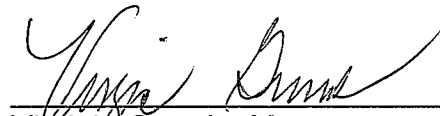
WHEREAS, at its regular meeting of September 18th, 2012, the City Council of the City of Porterville authorized the drafting of a policy limiting the acceptance of tickets by City Council Members to City and City-sponsored events;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORTERVILLE:

SECTION 1. The City Council hereby establishes a policy as follows: a Council Member may accept no more than two (2) tickets issued by the City to a City event or a City-sponsored event. Any tickets in excess of two (2) accepted by a Council Member shall be paid for by the Council Member from non-City funds at the time of acceptance of the tickets.

SECTION 2. This resolution establishing the above policy shall be attached as an appendix to the City Council Procedural Handbook.

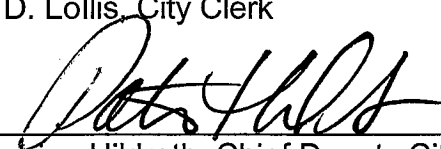
PASSED, APPROVED AND ADOPTED this 2nd day of October, 2012.



Virginia Gurrola, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 

Patrice Hildreth, Chief Deputy City Clerk

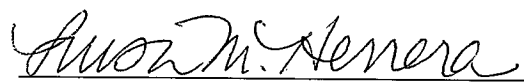
STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a regular meeting of the Porterville City Council duly called and held on the 2nd day of October, 2012.

THAT said resolution was duly passed, approved, and adopted by the following vote:

Council:	WARD	McCRACKEN	GURROLA	SHELTON	HAMILTON
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk


By: Luisa M. Herrera, Deputy City Clerk



CITY MANAGER PERFORMANCE EVALUATION

	<u>WEAK</u>			<u>STRONG</u>	
A. Providing Information					
1. Does the City Manager keep you informed, in a timely manner, of the things you want to know about?	1	2	3	4	5
2. Do you feel that you receive information on an equal basis with other Council members?	1	2	3	4	5
3. Do reports provide adequate information and analysis to help you make sound decisions?	1	2	3	4	5
4. Are agenda items and supporting documents appropriate and brought to Council in sufficient time for deliberations?	1	2	3	4	5
5. Does the City Manager regularly consult with the Council before setting the agenda to determine appropriate topics and timing?	1	2	3	4	5
6. Does the City Manager follow up promptly on Council requests for information or action without having to be reminded?	1	2	3	4	5
7. Are Council packets relatively free of errors and omissions?	1	2	3	4	5
Average score					

	<u>WEAK</u>			<u>STRONG</u>	
B. Providing Advice					
1. Does the City Manager have adequate knowledge of municipal affairs?	1	2	3	4	5
2. Does he exercise good judgment?	1	2	3	4	5

3. Do you feel that the City Manager considers alternatives before making recommendations?	1	2	3	4	5
4. Does the City Manager plan ahead, anticipate needs and recognize potential problems?	1	2	3	4	5
5. How do you feel about the quality of analysis that accompanies recommendations?	1	2	3	4	5
6. Does he have a good sense of timing in bringing issues to the Council for action?	1	2	3	4	5

Average score

INTERNAL ADMINISTRATION

	<u>WEAK</u>			<u>STRONG</u>	
A. Financial Management					
1. Are you comfortable with the City Manager's approach to budget preparation and review?	1	2	3	4	5
2. Is the City Manager effective in controlling costs through economical utilization of manpower, materials, and equipment?	1	2	3	4	5
3. Does the City Manager have sufficient knowledge of financial matters?	1	2	3	4	5
4. Does the City Manager provide you with sufficient information on the financial status of the City government?	1	2	3	4	5
5. Is the budget submitted on time?	1	2	3	4	5

Average score

	<u>WEAK</u>			<u>STRONG</u>	
B. Personnel Management					
1. Is the City Manager successful in guiding people so that they work together as a team toward common objectives?	1	2	3	4	5

	<u>WEAK</u>			<u>STRONG</u>	
2. Is the City Manager effective in selection and placing personnel?	1	2	3	4	5
3. Does the City Manager develop and motivate personnel so that they are increasingly effective in performing their duties?	1	2	3	4	5
4. Is the City Manager willing to face up to disciplinary problems and take action when warranted?	1	2	3	4	5
5. Is the City Manager effective in promoting positive employer-employee relations?	1	2	3	4	5
6. Does the City Manager respond to Council suggestions on employee training, work priorities and productivity? Are the decisions explained to Council?	1	2	3	4	5
7. Is the City Manager effective on assuring that staff makes a positive impression on citizens?	1	2	3	4	5
8. Does the City Manager ensure that every City employee receives a written annual performance review?	1	2	3	4	5

Average score

	<u>WEAK</u>			<u>STRONG</u>	
C. Getting the Job Done					
1. Do you have the feeling that things the Council decides or directs get done?	1	2	3	4	5
2. Does the City Manager organize or assign work so that it is performed efficiently and effectively?	1	2	3	4	5
3. Does the City Manager pay sufficient attention to detail to avoid error or things “slipping through the cracks”?	1	2	3	4	5
4. Does the City Manager put in sufficient time and effort to perform to your expectations?	1	2	3	4	5

5. Does the City Manager have a good sense of priorities in the way he spends his time on the job?	1	2	3	4	5
6. Is the City Manager able to analyze problems or issues and identify causes, reasons, and implications?	1	2	3	4	5
7. Does the City Manager develop and carry out short- and long-term action plans?	1	2	3	4	5

Average score

EXTERNAL RELATIONS

	<u>WEAK</u>			<u>STRONG</u>	
A. Citizen Relations					
1. Does the City Manager generally make a positive impression on citizens and is he respected in Porterville?	1	2	3	4	5
2. Is he effective in handling disputes or complaints involving citizens?	1	2	3	4	5
3. Does the City Manager have appropriate visibility or identity in the community?	1	2	3	4	5
4. Does the City Manager represent Council positions and policies accurately and effectively?	1	2	3	4	5
5. Does the City Manager give sufficient credit to Council?	1	2	3	4	5
6. Does the City Manager think and act in a manner reflecting an attitude that client (Council, staff, or citizens) perceptions and satisfactions are key?	1	2	3	4	5

Average score

	<u>WEAK</u>			<u>STRONG</u>	
B. Intergovernmental Relations					
1. Is the City Manager effective representing the City's interests in dealing with other agencies?	1	2	3	4	5
2. Does the City Manager participate in enough intergovernmental activity to have an impact on behalf of the City?	1	2	3	4	5

Average score

PERSONAL CHARACTERISTICS

	<u>WEAK</u>			<u>STRONG</u>	
A. Personality					
1. Is the City Manager's personality suited to effective performance of his duties?	1	2	3	4	5

Average score

	<u>WEAK</u>			<u>STRONG</u>	
B. Communications					
1. Is the City Manager easy to talk to?	1	2	3	4	5
2. Do you feel he is a good listener?	1	2	3	4	5
3. Are communications thoughtful, clear, and to the point?	1	2	3	4	5
4. Does the City Manager show sensitivity to the concerns of others?	1	2	3	4	5

Average score

	<u>WEAK</u>			<u>STRONG</u>	
C. Management Style					
1. Does the City Manager demonstrate interest and enthusiasm in performing his duties?	1	2	3	4	5
2. Does he have sufficient leadership characteristics to command respect and good performance from employees?	1	2	3	4	5

3. Does the City Manager show initiative and creativity in dealing with issues, problems, and unusual situations?	1	2	3	4	5
4. Is the City Manager open to new ideas and suggestions for change?	1	2	3	4	5
5. Does the City Manager create an atmosphere in which employees can enjoy working for the City?	1	2	3	4	5
6. Is the City Manager honest and ethical?	1	2	3	4	5
7. Does the City Manager work well under pressure?	1	2	3	4	5
8. Is the City Manager able to change his approach to fit new situations?	1	2	3	4	5
9. Can the City Manager consistently put aside personal views and implement Council policy and direction?	1	2	3	4	5

Average score

ACHIEVEMENTS

List the top three achievements or strong points of the City Manager for the past twelve (12) months:
1.
2.
3.

FUTURE DEVELOPMENT

List three performance objectives for the City Manager that you feel are the most important targets for this year:
1.
2.
3.

Total Overall Score

OVERALL RATING	<u>WEAK</u>					<u>STRONG</u>
	1	2	3	4	5	

Date:

Martha A. Flores, Mayor

Brian Ward, Vice Mayor

Monte Reyes, Council Member

Milt Stowe, Council Member

Daniel Peñaloza, Council Member



CITY ATTORNEY PERFORMANCE EVALUATION

	WEAK			STRONG	
A. Providing Information					
1. Does the City Attorney keep you informed, in a timely manner, of the legal issues affecting the City?	1	2	3	4	5
2. Does the City Attorney demonstrate initiative and resourcefulness in identifying legal problems, and advising and recommending resolutions?	1	2	3	4	5
3. Do reports/memoranda from the City Attorney provide adequate information and analysis to help you make sound decisions?	1	2	3	4	5
4. Do the legal solutions that are developed appropriately address the issues to be resolved?	1	2	3	4	5
5. Does the City Attorney follow up promptly on Council requests for information or action without having to be reminded?	1	2	3	4	5

Average score

	WEAK			STRONG	
B. Providing Advice					
1. Does the City Attorney have adequate knowledge of municipal legal affairs?	1	2	3	4	5
2. Does he/she exercise good judgment?	1	2	3	4	5
3. Do you feel that the City Attorney considers alternatives before making recommendations?	1	2	3	4	5
4. Does the City Attorney plan ahead, anticipate needs and recognize potential legal problems?	1	2	3	4	5
5. How do you feel about the quality of analysis that accompanies recommendations?	1	2	3	4	5

Average score

	WEAK			STRONG	
C. Getting the Job Done					
1. Do you have the feeling that things the Council decides or directs get done?	1	2	3	4	5
2. Does the City Attorney pay sufficient attention to detail to avoid error or things “slipping through the cracks”?	1	2	3	4	5
3. Does the City Attorney put in sufficient time and effort to perform to your expectations?	1	2	3	4	5
4. Does the City Attorney have a good sense of priorities in the way he/she spends his/her time on the job?	1	2	3	4	5
5. Is the City Attorney able to analyze problems or issues and identify causes, reasons, and implications?	1	2	3	4	5
6. Does the City Attorney perform well under pressure?	1	2	3	4	5
7. When work is delegated to staff/deputy attorneys, is the project/issue handled appropriately?	1	2	3	4	5
Average score					

EXTERNAL RELATIONS

	WEAK			STRONG	
A. Citizen Relations					
1. Does the City Attorney generally make a positive impression on citizens and is he/she respected in Porterville?	1	2	3	4	5
2. Is he/she effective in handling disputes or complaints involving citizens?	1	2	3	4	5
3. Does the City Attorney have appropriate visibility or identity in the community?	1	2	3	4	5
4. Does the City Attorney think and act in a manner reflecting an attitude that client (Council, staff, or citizens) perceptions and satisfactions are key?	1	2	3	4	5
Average score					

	WEAK			STRONG	
B. Intergovernmental Relations					
1. Is the City Attorney effective representing the City's interests in dealing with other agencies?	1	2	3	4	5
Average score					

PERSONAL CHARACTERISTICS

	WEAK			STRONG	
A. Personality					
1. Is the City Attorney's personality suited to effective performance of his/her duties?	1	2	3	4	5
Average score					

	WEAK			STRONG	
B. Communications					
1. Is the City Attorney easy to talk to?	1	2	3	4	5
2. Do you feel he/she is a good listener?	1	2	3	4	5
3. Are communications thoughtful, clear, and to the point?	1	2	3	4	5
4. Does the City Attorney show sensitivity to the concerns of others?	1	2	3	4	5
Average score					

	WEAK			STRONG	
C. Management Style					
1. Does the City Attorney demonstrate interest and enthusiasm in performing his/her duties?	1	2	3	4	5
2. Does the City Attorney show initiative and creativity in dealing with issues, problems, and unusual situations?	1	2	3	4	5
3. Is the City Attorney honest and ethical?	1	2	3	4	5
4. Does the City Attorney work well under pressure?	1	2	3	4	5

	WEAK			STRONG	
5. Is the City Attorney able to change his/her approach to fit new situations?	1	2	3	4	5
6. Can the City Attorney consistently put aside personal views and implement Council policy and direction?	1	2	3	4	5

Average score

ACHIEVEMENTS

List the top three achievements or strong points of the City Attorney for the past twelve (12) months:

1.

2.

3.

FUTURE DEVELOPMENT

List three performance objectives for the City Attorney that you feel are the most important targets for this year:

1.

2.

3.

TOTAL OVER ALL SCORE

	<u>WEAK</u>				<u>STRONG</u>
OVERALL RATING	1	2	3	4	5
<i>Date:</i>					

Martha A. Flores, Mayor

Brian Ward, Vice Mayor

Milt Stowe, Council Member

Monte Reyes, Council Member

Daniel Peñaloza, Council Member



CITY COUNCIL CITY DEVICE, INTERNET & EMAIL POLICY

Electronic devices are made available to Council Members upon taking office and assuming Council duties. Access to email and the internet is a resource also made available to City Council Members as a means of communicating with City administration and constituents. The City Council recognizes that access to electronic communications contributes to the efficiency of conducting city business. The City Council has adopted this policy to ensure that all City of Porterville computer and network resources are used for purposes appropriate to City business; to inform Council Members of the applicability of laws and policies to computer and network usage; to establish policies on privacy, confidentiality, and security in electronic communications; and to provide guidance concerning rights and responsibilities with respect to the proper use of City of Porterville computer and network resources.

SCOPE

This policy applies to:

1. All City Council Members, as authorized users, whether elected or appointed;
2. All computer and mobile devices and network resources leased, owned, or managed by the City of Porterville; and
3. All electronic communications records in the possession of the City of Porterville.

CONFIDENTIALITY AND SECURITY

1. All materials sent or received over the Internet on electronic devices and/or network resources leased, owned or managed by the City, shall be considered property of the City. An authorized user does not have privacy rights in any matter created, received or sent. The City reserves the right to monitor access or disclose any message created, received or sent via the Internet or e-mail at any time, without advanced notice.
2. All authorized users shall respect the privacy of other users; for example, users shall not intentionally seek information on, obtain copies of, or modify files or data, belonging to other users, unless explicit permission to do so has been obtained.
3. Authorized users are to safeguard their accounts and passwords. Accounts and passwords are normally assigned to a single user, and are not to be shared with others. Users are responsible for their individual computer accounts and shall take

all reasonable precautions to prevent others from using their accounts. All notebooks and/or tablets should be locked or logged off each time they leave the device unattended. Account owners are ultimately responsible for all activity under their account.

4. Authorized users will not connect, attempt to connect or disconnect any computer or peripheral to, from or within the City of Porterville network without prior authorization from the Information Technology Division.
5. Authorized users will not use or attempt to use on the City of Porterville network any of the following items: any computer operating system media; computer or network utilities; network monitors; unlocking utilities or any software used to repair, change or monitor computer operations, network activity or security without preapproval from the Information Technology Division.
6. Authorized users should not attempt to remove the email disclaimers in their emails.
7. Authorized users shall not write down passwords to City of Porterville resources in an unsecured area.
8. Confidential information should not be downloaded or stored on portable resources unless proper encryption and password protection mechanisms are in place.

UNACCEPTABLE USES

1. Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, unauthorized digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by City of Porterville.
2. Accessing or viewing sexually explicit or pornographic material.
3. Exporting software, technical information, public safety information, or encryption software, in violation of international or regional export control laws. Such use is illegal. The Information Technology Division should be consulted prior to export of any material that is in question.

4. Introduction of malicious programs into the network or servers (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.) that may gain unauthorized access to any computer or computing system and cause intentional disruption.
5. Revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home.
6. Using a City of Porterville device for profit activities (e.g., consulting for pay, sale of goods such as Avon and Amway products, etc.), or to actively engage in procuring or transmitting material that is in violation of discriminatory, sexual harassment or hostile workplace laws. Use of City devices or networks for political campaign purposes is expressly prohibited.
7. Making fraudulent offers of products, items or services originating from any City of Porterville account.
8. Effecting security incidents or disruptions of network communication. Security incidents include, but are not limited to, accessing data of which the authorized user is not an intended recipient or logging into a server or account that the authorized user is not expressly permitted to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
9. Port scanning or security scanning. Such use is expressly prohibited.
10. Executing any form of network monitoring which will intercept data not intended for the authorized user's host, unless this activity is part of the employee's normal job/duty.
11. Circumventing user authentication or security of any host, network or account.
12. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.

13. Unless explicitly authorized, providing information about, or lists of, City of Porterville employees or its affiliates to parties outside City of Porterville.
14. Incurring personal charges through the use of these systems. In the event that an authorized user does incur personal charges through the use of these systems, that user will be responsible for reimbursing the City for all expenses incurred.
15. Removing or disabling the security software (i.e. firewalls, anti-virus, anti-spyware, etc.) for any reason, unless done by or with the authority of the Information Technology staff.
16. The connection of portable or desktop computers to the City of Porterville computer network without approval by the Information Technology Division. Visitors or vendors under your care are not allowed to connect their portables directly to the City's network.

CITY'S RESERVATION OF THE RIGHT TO MONITOR

Pursuant to the Electronic Communications Privacy Act of 1986...notice is hereby given that there are NO facilities provided by the City for sending or receiving private confidential electronic communications. System administrators have access to all mail and user data files, and will monitor messages as necessary to assure efficient performance.

PUBLIC RECORDS AND PRIVATE AND PUBLIC DEVICES

Any temporary and permanent files and data prepared or received on a City owned or controlled device are considered a public record, unless an otherwise valid public records exemption applies.

Temporary and permanent files and data prepared or received on a privately-owned device or electronic system by an authorized user containing information relating to the conduct of the public's business are public records subject to control by the City and compliance with the City's record policies. A writing relates to the conduct of the public's business when it serves, or is intended to serve, a City purpose and involves a matter over which the authorized user has work responsibility. This policy is not intended to modify the definition of a public record as defined by the California Public Records Act.

When notified of a public records request, the authorized user must conduct a reasonable search for, locate, and review writings maintained on his or her privately-owned device or electronic systems that are potentially responsive to a public records request and provide the responsive records to the City Clerk. The authorized user must provide an explanation for a decision to exclude certain writings as not being responsive

public records. If required by the City Attorney, the authorized user must execute an affidavit containing a sufficient factual basis for the City or a court to determine whether a record on a privately-owned electronic systems is not a responsive public record.

LOST OR STOLEN

Authorized users must report to City Administration, within one business day, whenever any personal device used pursuant to this policy is suspected or known to be lost or stolen. Upon notification of loss/theft, the System administrators may issue a remote wipe of affected City-owned or controlled devices to ensure that City-related data is safeguarded. The City is not liable for the potential loss of personal (e.g., contacts, apps, photos, etc.) data, including the potential to restore the device to factory default settings.

CITY OF PORTERVILLE ADMINISTRATIVE POLICY	Number <u>V-A-15</u> Date <u>May 2, 2019</u> Revised _____ Authority <u>Administration</u>
SUBJECT: EMAIL RETENTION POLICY	_____ City Manager

PURPOSE:

To provide a procedure for the retention of e-mails consistent with applicable state and/or federal law and to provide for the efficient maintenance of affected infrastructure.

PROCEDURE:

Managing Agency E-mail

Agency officials and employees are responsible for the management of their e-mail folders on a regular basis. It is the responsibility of agency officials and employees to determine if an e-mail is an Official Agency Record ("OAR") which must be retained in accordance with the City's Records Retention Policy. An e-mail message and any attachments regardless of format may be considered an OAR.

Messages that are Generally NOT Considered as Official Agency Records

Examples of e-mail messages that are not generally considered OARs may include: (1) personal messages; (2) "Spam" emails, advertisements, or other "junk" e-mail; (3) messages not related to public business (e.g., employee birthday celebrations in the lunch room); and (4) newsletters or general information from vendors or other public agencies.

Preserving E-mails that are Official Agency Records

Any e-mail message, including any attachments regardless of format that is an OAR should be preserved by one of the following methods:

1. Print the email and consolidate the printed copy in the appropriate file. Generally, the employee who sends the e-mail should be the person responsible for printing and filing the hard copy, but persons responsible for a particular program or project file shall be responsible for retaining all e-mail they send or receive related to that program or project
2. Move the e-mail from your Inbox to the archival folder within your Office 365 account.

E-mail Box Retention Schedule

Days	120	120	30	30
Email Folders	Inbox	Sent	Delete	Junk

Inbox and **Sent** folders retention period is 120 days. Items that reach 120 days will be automatically moved to archive.

Deleted and **Junk** folders retention period is 30 days. Items that reach 30 days will be automatically moved to archive.

This policy does not waive any exemption to disclosure that may apply under the California Public Records Act or other applicable law.



CITY MANAGER PERFORMANCE EVALUATION

	<u>WEAK</u>			<u>STRONG</u>	
A. Providing Information					
1. Does the City Manager keep you informed, in a timely manner, of the things you want to know about?	1	2	3	4	5
2. Do you feel that you receive information on an equal basis with other Council members?	1	2	3	4	5
3. Do reports provide adequate information and analysis to help you make sound decisions?	1	2	3	4	5
4. Are agenda items and supporting documents appropriate and brought to Council in sufficient time for deliberations?	1	2	3	4	5
5. Does the City Manager regularly consult with the Council before setting the agenda to determine appropriate topics and timing follow established policy concerning the placement of items on the agenda?	1	2	3	4	5
6. Does the City Manager follow up promptly on Council requests for information or action without having to be reminded?	1	2	3	4	5
7. Are Council packets relatively free of errors and omissions?	1	2	3	4	5

Average score

	<u>WEAK</u>			<u>STRONG</u>	
B. Providing Advice					
1. Does the City Manager have adequate knowledge of municipal affairs?	1	2	3	4	5
2. Does he exercise good judgment?	1	2	3	4	5

- | | | | | | |
|--|---|---|---|---|---|
| 3. Do you feel that the City Manager considers alternatives before making recommendations? | 1 | 2 | 3 | 4 | 5 |
| 4. Does the City Manager plan ahead, anticipate needs and recognize potential problems? | 1 | 2 | 3 | 4 | 5 |
| 5. How do you feel about the quality of analysis that accompanies recommendations? | 1 | 2 | 3 | 4 | 5 |
| 6. Does he have a good sense of timing in bringing issues to the Council for action? | 1 | 2 | 3 | 4 | 5 |

Average score

INTERNAL ADMINISTRATION

- | | <u>WEAK</u> | | | <u>STRONG</u> | |
|---|-------------|---|---|---------------|---|
| A. Financial Management | | | | | |
| 1. Are you comfortable with the City Manager's approach to budget preparation and review? | 1 | 2 | 3 | 4 | 5 |
| 2. Is the City Manager effective in controlling costs through economical utilization of manpower, materials, and equipment? | 1 | 2 | 3 | 4 | 5 |
| 3. Does the City Manager have sufficient knowledge of financial matters? | 1 | 2 | 3 | 4 | 5 |
| 4. Does the City Manager provide you with sufficient information on the financial status of the City government? | 1 | 2 | 3 | 4 | 5 |
| 5. Is the budget submitted on time? | 1 | 2 | 3 | 4 | 5 |

Average score

- | | <u>WEAK</u> | | | <u>STRONG</u> | |
|--|-------------|---|---|---------------|---|
| B. Personnel Management | | | | | |
| 1. Is the City Manager successful in guiding people so that they work together as a team toward common objectives? | 1 | 2 | 3 | 4 | 5 |

	<u>WEAK</u>			<u>STRONG</u>	
2. Is the City Manager effective in selection and placing personnel?	1	2	3	4	5
3. Does the City Manager develop and motivate personnel so that they are increasingly effective in performing their duties?	1	2	3	4	5
4. Is the City Manager willing to face up to disciplinary problems and take action when warranted?	1	2	3	4	5
5. Is the City Manager effective in promoting positive employer-employee relations?	1	2	3	4	5
6. Does the City Manager respond to Council suggestions on employee training, work priorities and productivity? Are the decisions explained to Council?	1	2	3	4	5
7. Is the City Manager effective on assuring that staff makes a positive impression on residents?	1	2	3	4	5
8. Does the City Manager ensure that every City employee receives a written annual performance review?	1	2	3	4	5

Average score

	<u>WEAK</u>			<u>STRONG</u>	
C. Getting the Job Done					
1. Do you have the feeling that things the Council decides or directs get done?	1	2	3	4	5
2. Does the City Manager organize or assign work so that it is performed efficiently and effectively?	1	2	3	4	5
3. Does the City Manager pay sufficient attention to detail to avoid error or things “slipping through the cracks”?	1	2	3	4	5
4. Does the City Manager put in sufficient time and effort to perform to your expectations?	1	2	3	4	5

- | | | | | | |
|---|---|---|---|---|---|
| 5. Does the City Manager have a good sense of priorities in the way he spends his time on the job? | 1 | 2 | 3 | 4 | 5 |
| 6. Is the City Manager able to analyze problems or issues and identify causes, reasons, and implications? | 1 | 2 | 3 | 4 | 5 |
| 7. Does the City Manager develop and carry out short- and long-term action plans? | 1 | 2 | 3 | 4 | 5 |

Average score

EXTERNAL RELATIONS

- | | <u>WEAK</u> | | | | <u>STRONG</u> |
|--|--------------|--------------|--------------|--------------|---------------|
| A. Resident Relations | | | | | |
| 1. Does the City Manager generally make a positive impression on residents and is he respected in Porterville? | 1 | 2 | 3 | 4 | 5 |
| 2. Is he effective in handling disputes or complaints involving residents? | 1 | 2 | 3 | 4 | 5 |
| 3. Does the City Manager have appropriate visibility or identity in the community? | 1 | 2 | 3 | 4 | 5 |
| 4. Does the City Manager represent Council positions and policies accurately and effectively? | 1 | 2 | 3 | 4 | 5 |
| 5. Does the City Manager give sufficient credit to Council? | 1 | 2 | 3 | 4 | 5 |
| 6. Does the City Manager think and act in a manner reflecting an attitude that client (Council, staff, or citizens) perceptions and satisfactions are key? have the insight and knowledge to work with the Council, staff, and residents to find effective solutions to issues? | 1 | 2 | 3 | 4 | 5 |

Average score

	<u>WEAK</u>			<u>STRONG</u>	
B. Intergovernmental Relations					
1. Is the City Manager effective representing the City's interests in dealing with other agencies?	1	2	3	4	5
2. Does the City Manager participate in enough intergovernmental activity to have an impact on behalf of the City?	1	2	3	4	5

Average score

PERSONAL CHARACTERISTICS

	<u>WEAK</u>			<u>STRONG</u>	
A. Personality					
1. Is the City Manager's personality suited to effective performance of his duties?	1	2	3	4	5

Average score

	<u>WEAK</u>			<u>STRONG</u>	
B. Communications					
1. Is the City Manager easy to talk to?	1	2	3	4	5
2. Do you feel he is a good listener?	1	2	3	4	5
3. Are communications thoughtful, clear, and to the point?	1	2	3	4	5
4. Does the City Manager show sensitivity to the concerns of others?	1	2	3	4	5

Average score

	<u>WEAK</u>			<u>STRONG</u>	
C. Management Style					
1. Does the City Manager demonstrate interest and enthusiasm in performing his duties?	1	2	3	4	5
2. Does he have sufficient leadership characteristics to command respect and good performance from employees?	1	2	3	4	5

3. Does the City Manager show initiative and creativity in dealing with issues, problems, and unusual situations?	1	2	3	4	5
4. Is the City Manager open to new ideas and suggestions for change?	1	2	3	4	5
5. Does the City Manager create an atmosphere in which employees can enjoy working for the City?	1	2	3	4	5
6. Is the City Manager honest and ethical?	1	2	3	4	5
7. Does the City Manager work well under pressure?	1	2	3	4	5
8. Is the City Manager able to change his approach to fit new situations?	1	2	3	4	5
9. Can the City Manager consistently put aside personal views and implement Council policy and direction?	1	2	3	4	5

Average score

ACHIEVEMENTS

List the top three achievements or strong points of the City Manager for the past twelve (12) months:
1.
2.
3.

FUTURE DEVELOPMENT

List three performance objectives for the City Manager that you feel are the most important targets for this year:
1.
2.
3.

	<u>Total Overall Score</u>				
OVERALL RATING	<u>WEAK</u>				<u>STRONG</u>
	1	2	3	4	5

Date:

Martha A. Flores, Mayor

Monte Reyes, Vice Mayor

Milt Stowe, Council Member

Daniel Peñaloza, Council Member

Virginia Gurrola, Council Member



CITY COUNCIL AGENDA – AUGUST 20, 2019

SUBJECT: Ratification of Council Member Appointments to Various Boards and Committees

SOURCE: Administrative Services

COMMENT: As is customary after the seating of new Council Members, on July 16, 2019, the City Council reviewed its list of various boards and committees on which City Council Members serve to determine continued interest in serving and to fill seats vacated by Vice Mayor Ward. All appointments were finalized and approved with the exception of the Alternate Member to the Tulare County Taskforce on Homelessness. While the Council had interest in appointing City of Porterville Development Associate Claudia Calderon to serve as the Alternate Member on this Committee, it was unknown whether Ms. Calderon's appointment would be viable. Staff has since confirmed Ms. Calderon's ability to serve in this regard, and herein requests the Council's ratification of the List of Appointments as attached hereto.

RECOMMENDATION: That the City Council ratify the Appointments of Council Members to Various Boards and Commissions per the direction on July 16, 2019 and as provided herein.

ATTACHMENTS: 1. Council Committee Appts_071619

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

APPOINTMENT OF COUNCIL MEMBERS TO VARIOUS COMMITTEES & BOARDS

Committee/Board	Member/Alternate	Appointment Date	Meeting Information
Tulare County Association of Governments/ Transportation Planning Agency ("TCAG")	Martha Flores - Member Milt Stowe - Alternate	12/13/2016 1/20/2015	Meets monthly; Third Monday; 1:00 PM Meets across the county at member agencies www.tularecog.org
Tulare County Economic Development Corporation ("TCEDC")	Daniel Penaloza - Member John Lollis - Alternate	12/10/2018 1/14/2009	Meets monthly; Fourth Wednesday at 7:30 AM Exeter Historical Museum, 125 S. B Street, Exeter www.sequoiavalley.com
Tulare County Taskforce on Homelessness	Martha Flores - Member Claudia Calderon - Alternate	12/10/2018 7/16/2019	Meets monthly; Third Wednesday; 1:30 PM Tulare County Professional Development Center 4031 W. Noble Avenue, Visalia www.tchhsa.org
Council of Cities	Martha Flores - Member Milt Stowe - Member	12/10/2018 7/1/2014	Meets bi-monthly; Third Wednesday; 3:00 PM Visalia Administration Boardroom, 220 N. Santa Fe Street, Visalia
Porterville Area Airport Development Corporation ("PAADA")	Milt Stowe - Member Monte Reyes - Member	7/1/2014 12/10/2018	Meets quarterly or as needed. Notification of meetings provided. (Only two members will attend meetings at any given time.)
Joint City/School District Committee	Milt Stowe - Member Virginia Gurrola - Member	7/6/2010 7/16/2019	Meets quarterly or as needed. Notification of meetings provided.
Ad Hoc Committee - Proposition 64 Regulation of Marijuana	Monte Reyes - Member Daniel Penaloza - Member	3/7/2017 12/10/2018	Ad Hoc Committee concerning the consideration of regulating marijuana business activities per Prop 64.
Ad Hoc Committee - Provision of Local Water Services	Daniel Penaloza - Member Virginia Gurrola - Member	7/6/2010 7/16/2019	Ad Hoc Committee to address local water issues. Meets as needed.

APPOINTMENT OF COUNCIL MEMBERS TO VARIOUS COMMITTEES & BOARDS

Committee/Board	Member/Alternate	Appointment Date	Meeting Information
Tule River Improvement JPA	Daniel Penaloza - Member Michael Knight - Alternate	12/10/2018 12/13/2016	Meets quarterly; Lower Tule Irrigation District Conference Room, 357 E. Olive Avenue, Tipton
Tulare County City Selection Committee	Mayor - City Member Designee - Alternate		Meets as needed. Notification of meetings provided. Designee may attend in absence of the Mayor
Tulare County Local Agency Formation Commission ("LAFCO")	Martha Flores - Member (representing City Councils)	7/17/2019	Board of Supervisors Board Room 2800 W. Burrell Avenue, Visalia, First Wed. @ 2 p.m. www.lafco.co.tulare.ca.us/lafco/
PDC Advisory Board	John Lollis - Member Mayor - Alternate	1/14/2009	Meets annually at Porterville Developmental Center 26501 Road 140, Room 59
Internal City Audit Committee	Martha Flores - Member	12/13/2016	Meets as needed in La Barca Conference Room, Porterville City Hall. Notification of meetings provided.
San Joaquin Valley Air Pollution Control District ("SJVAPCD") Board	Monte Reyes - Member		Meets on the third Thursday of each month at 9:00 a.m. at 1990 East Gettysburg Avenue, Fresno, CA.
San Joaquin Valley Special City Selection Committee	Milt Stowe - Member Monte Reyes - Alternate	12/13/2016 12/13/2016	Notification of Meetings provided; Members can attend via video-teleconference in Bakersfield or Fresno District Office.
Eastern Tule Groundwater Sustainability Agency JPA	Monte Reyes - Member Michael Knight - Alternate	12/10/2018 7/16/2019	Meets monthly; First Thursday; 2:00 PM City Hall, 291 N. Main Street, Porterville
2020 Census Local Count Committee	Martha Flores - Member		Meets monthly or as needed. Notification of meetings is provided.



CITY COUNCIL AGENDA – AUGUST 20, 2019

SUBJECT: Request for Proclamation - Adult Literacy Awareness Month - September, 2019

SOURCE: Administrative Services

COMMENT: At its meeting of October 1, 2013, the City Council amended the process by which Proclamations are approved, and last affirmed the process at its meeting on May 21, 2019. The process requires that all Proclamations must be sponsored by one (1) Council Member, after which the request is then placed on the Council's agenda for consideration and approval by a majority of the Council.

The Porterville City Library has requested that the Council consider a request to proclaim the month of September 2019, as "Adult Literacy Awareness Month." Mayor Flores is sponsoring this Proclamation request. If approved, the applicant requests that the Proclamation be presented at the Council meeting on September 3, 2019.

RECOMMENDATION: That the City Council consider approval of the request to proclaim the month of September, 2019, as "Adult Literacy Awareness Month."

ATTACHMENTS: 1. Adult Literacy Awareness Month Proclamation Request

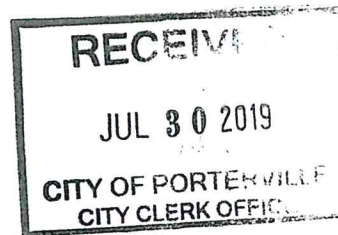
Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager



City of Porterville
REQUEST FOR PROCLAMATION

Date of Request: 7/30/19

Name of Event/Individual: Adult Literacy Awareness Month
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: Porterville City Library

Name of Contact Person: Rebecca Jauregui

Address: —

Phone: Ext 7493 FAX: —

E-mail: rebecca.jauregui@sjvls.org

I would like the proclamation: ☒ presented at a Council Mtg. ☐ mailed ☐ call for pick-up

Date(s) of Event: Month of September

Date of Council Meeting to be presented, if applicable: Tuesday, September 3rd
(Council meets 1st and 3rd Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:
staff and a volunteer tutor or learner

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation. If assistance is needed, or if you need a sample provided, or to return this form, contact:

Office of City Clerk
291 North Main Street
Porterville, CA 93257
(559) 782-7464 / Fax (559) 782-7452

All requests require a sponsorship by a member of the Council prior to being placed on a City Council Agenda for consideration, and are subject to approval by a majority of the Council. Please see the attached language regarding the process and timelines for submittal.

City Clerk's Section

Request Received: 7/30 Sponsored by: MAYOR FLORES Date: 8/13/19

Approved by Council: yes ☐ no ☐ Date: —

Notification to Contact person done (date): — in writing ☐ by phone ☐

Items (s) ☐ mailed — ☐ faxed — ☐ picked up —

Comment: —

2019 Adult Literacy Awareness Month Proclamation

Whereas: the City of Porterville will dedicate Adult Literacy Awareness Month to our beloved Ellen Nichols;

Whereas: Mrs. Nichols was one of our biggest literacy advocates who served for well over a decade as a Library and Literacy Commissioner;

Whereas: Mrs. Nichols gave of her time as an advocate for the City Library and the many literacy programs they provide to our community;

Whereas: more than 30 million adults in the United States cannot read, write, or do basic math above a third-grade level;

Whereas: solid literacy skills are vital to our community's social and economic development; and

Whereas: when individuals learn how to read, write, do basic math, and use computers, they have the power to lift themselves out of poverty, lower health care costs, find and keep sustainable employment, and ultimately change their lives; and

Whereas: the Porterville City Library has been providing free one-on-one Adult literacy tutoring services for eighteen years; and has been part of the California Library Literacy Services program; and

Whereas: the Porterville City Library recognizes adults need strong literacy skills to raise children with strong literacy skills, recognizing that a child's first teacher is the parent/caregiver; and

Whereas: volunteers in the Adult Literacy program have a sincere interest in community service and the desire to assist adults seeking to improve their literacy skills and enable them to achieve greater success in their lives – at home, at work, and in the community; and

Now, Therefore, I, Martha Flores, Mayor of the City of Porterville, on behalf of the Porterville City Council, do hereby proclaim the month of September 2019, as,

“Adult Literacy Awareness Month in memory of Ellen Nichols”

Proclaimed this 14th of September 2019



CITY COUNCIL AGENDA – AUGUST 20, 2019

SUBJECT: Approval for Community Civic Event - Fil-Amer Association of California, Inc.
- Filipino Weekend Celebration - September 28, 2019

SOURCE: Finance

COMMENT: The Fil-Amer Association of California, Inc., is requesting approval to hold their annual Filipino Weekend Celebration at Veteran's Park on Saturday, September 28, 2019, from 6:00 a.m. to 10:00 p.m. The event is being held as a cultural celebration of the Filipino-American heritage with displays of folk dances, folk songs and Filipino cuisine. A car show will also take place at the event.

A motorcade with no street closures is requested for a procession using one lane around the park. In order not to impede or interfere with the normal flow of traffic, participants will abide by all traffic laws and rules of the road.

This request is made under the Community Civic Events Ordinance No. 1326, as amended. The application has been routed according to the Ordinance regulations and reviewed by all departments involved. The requirements are listed on the attached copy of the application, agreement, Exhibit A and Exhibit B.

RECOMMENDATION: That the Council approve the attached Community Civic Event Application and Agreement submitted by the Fil-Amer Association of California, Inc., subject to the stated requirements contained in Exhibit A and Exhibit B.

ATTACHMENTS: 1. Community Civic Event Application, Agreement, Exhibit A, Exhibit B, Outside Amplifier Permit, Map and Certificate of Liability Insurance.

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257
559-782-7451 Fax: 784-4569 www.ci.porterville.ca.us

*CM 8/20/19
Before 8/9/19



(Incomplete applications can delay permit process)

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

DO YOU HAVE? Event Flyer? E-mail address? Website?
Application date: 07-30-19 Event date: SAT, SEPT 28, 2019
8/6/19 Event time: 6am - 10pm
Name of Event: Filipino Weekend Celebration

Sponsoring organization: Fil-Amer Assn of CA, Inc Phone # (559) 361-2724

Address: 968 W. Cleo Ave. Porterville, Ca. 93257

Authorized representative: Arcadio P. Vinobla Phone # (559) 361-2724

Address: 20441 Ave. 164 Porterville, Ca 93257

Event chairperson: Alexander Remigio Phone # (559) 350-1618

Location of event Porterville Veterans Park (corner Henderson Ave + Newcomb)

(Location map must be attached)

Type of event: Cultural presentation (see below)

Non-profit organization status: updated BL #9708

(IRS Determination)

City services requested (fees associated with these services will be billed separately):

Barricades (quantity): NA Street sweeping Yes No ✓

Police protection Yes ✓ No Refuse pickup Yes ✓ No

Other: No Bounce House, Car Show, Games, MOTORCADE

AROUND VET'S PARK, FOOD BOOTHS, MUSIC, DANCES

Parks facility application required: Yes ✓ No Attached pd

Assembly permit required: Yes No ✓ Attached

STAFF COMMENTS (list special requirements or conditions for event):

Appr.	Deny	
_____	_____	Bus. Lic. Spvr. <u>Authorized Representative:</u>
_____	_____	Pub. Works Dir. <u>Marilyn A. Agapao (559) 359-1142</u>
_____	_____	Comm. Dev. Dir. <u>968 W. Cleo Ave. Porterville, Ca 93257</u>
_____	_____	Field Svcs. Mgr. _____
_____	_____	Fire Chief _____
_____	_____	Parks Dir. _____
_____	_____	Police Chief _____
_____	_____	Admin. Svcs. Dir. _____

CITY OF PORTERVILLE

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

What constitutes a Community Civic Event?

A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures. This application must be submitted NO LESS THAN 30 DAYS PRIOR to the date of the event in order to obtain City Council approval.

All City Code requirements are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at www.ci.porterville.ca.us/govt/CityClerk/, Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred (\$100) for the first violation.

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. The City of Porterville and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured. A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. This original certificate and endorsement shall be submitted to the Finance Department prior to the City of Porterville Council's approval. *The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than one million dollars (\$1,000,000.00) per occurrence of bodily injury and property damage, combined single limit.* (Ordinance 15-20(e) 18)

Cm Authorized Representative Initial

Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include full liquor liability in an amount not less than one million dollars (\$1,000,000) per occurrence. The City of Porterville shall be named as additional insured against all claims arising out of or in connection with the issuance of this permit or the operation of the permitted, his/her agents or representatives pursuant the permit. **Claims-made policies are not acceptable.**

____ Authorized Representative Initials

Health permit: Organization/Applicant will obtain or ensure that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department located at 5957 S. Mooney Blvd., Visalia, CA, 93277, call 559-733-6441, or fax information to 559-733-6932; or visit their website: www.tularehhsa.org.

aw Authorized Representative Initials

First aid station: Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses.

Cm Authorized Representative Initials

Toilet rental service: Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. Applicant shall be responsible for any damages to City's property resulting from company's provision of services hereunder. Applicant shall confirm with the service company the number of portable toilets, standard and handicap, and wash sinks needed for the number of expected attendees.

____ Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees. Approval of the Community Civic Events Permit by the Porterville City Council pertains only to authorized activities conducted at designated locations within the incorporated area of the City of Porterville, and such approval shall not be construed or interpreted to authorize sponsor utilization of public right-of-ways outside of the jurisdiction of the City of Porterville.

<u>Fil-Amer Assn of CA, Inc</u>	<u>Arcadio P. V.</u>	<u>07-30-19</u>
(Name of Organization)	(Signature)	(Date)

VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND
AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY
TO BE HELD ON PUBLIC PROPERTY

Location: Porterville Veterans Park Event date: 9-28-19 Event time: 6:00 am - 10:00 PM

[illegible]

The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the finance department of the city, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Event date: 09-28-19 Hours: 0600 - ²²⁰⁰~~1000~~error
 ATTACH MAP MARKING AREAS TO BE CLOSED OR USED. 6:00 AM - 10:00 PM

6:00 AM - 10:00 PM

[illegible]

Requirements for Community Civic Event
Fil-Amer Association of California
Filipino Weekend Celebration
September 28, 2019

Finance Director:
M. Bemis

Deputy Public Works Director:
J. Sanchez

Community Development Manager:
J. Phillips

Field Services Superintendent:
W. Ferguson

If additional refuse bins are needed
please contact Field Services
@ 559-782-7513

Fire Marshall:
M. Sandoval

Parks and Leisure Services Director:
D. Moore

Vehicles not in the Car Show to remain
parked off the grass.

Police Lieutenant:
J. Maniss

See attached staff comments on
Exhibit B.

Administrative Services Director:
P. Hildreth

Please see attached Exhibit A, page 2.

Requirements for Community Civic Event

Sponsor: Fil-Amer Association of California
Event: Filipino Weekend Celebration
Event Chairman: Alexander Remigio
Location: Veterans Park
Date of Event: September 28, 2019

RISK MANAGEMENT: Conditions of Approval

That the Fil-Amer Association of California provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as Additional Insured against all claims arising from, or in connection with, the Permittee's operation and sponsorship of the aforementioned Community Civic Event

- A. Said Certificate of Insurance shall be an original (fax and xerographic copies not acceptable), the Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.
- B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A:VII, and the insurance company must be an 'admitted' insurer in the State of California.

CITY OF PORTERVILLE

APPLICATION FOR COMMUNITY CIVIC EVENT

Proposed Event:

Filipino-American Weekend Cultural Celebration - Veteran's Park – September 28, 2019

Staff Comments: Conditions/Requirements by Police Department

- No street closures have been mentioned, but all street closures require City Council approval.
- Participants in any procession on city roadways must comply with all traffic laws and rules of the road. Additionally, they shall not impede traffic or generally interfere with the normal flow of vehicle or pedestrian traffic, and also shall not block or park on sidewalks.
- If any part of the event is outside the City of Porterville, this is not covered under Porterville Police Department staff comments. Questions, comments or concerns, if outside City of Porterville jurisdiction, should be addressed with the California Highway Patrol, Porterville Office.
- There shall be no sales, possession or consumption of alcoholic beverages in the park during the event, unless appropriate permits have been obtained.
- Food vendors should provide inspection certificates from the Tulare County Health Department to event organizers, to ensure safe food products.
- An Outside Amplifier Permit has been requested and granted. However, event organizers shall not allow music or other amplifications to be played so loud as to unreasonably disturb the peace and good order of the business establishments or neighborhoods in the area.
- Private vehicles that are not participating or part of the car show shall only drive and/or park in paved parking areas and may not drive or park on any area other than the parking lots.
- Event organizers shall contact Porterville Police Lieutenants Mark Azevedo or Brian Nix at 559-782-7410 or 559-782-7400 in advance of the event in order to determine additional policing concerns/requirements.

Josh Maniss / Lieutenant
Porterville Police Department

CITY OF PORTERVILLE
OUTSIDE AMPLIFIER PERMIT
(City Ordinances #18-9 & 18-14)



This application must be submitted ten (10) days prior to the date of the event. A copy of this permit must be at the operating premises of the amplifying equipment for which this registration is issued.

- 1 Name and home address of the applicant: Arcadio P. Ninobla
20441 Ave. 164, Porterville, Ca. 93257
- 2 Address where amplification equipment is to be used: Porterville Veterans Park (Henderson)
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Marcos Rocha
Porterville, Ca. 93257 24005 Ave. 196, Strathmore, Ca 92367
- 4 Type of event for which amplification equipment will be used: Cultural Event, singing,
dancing, Games
- 5 Dates and hours of operation of amplification equipment: 09-28-19 (from 8:00 AM to
8:00 PM)
- 6 A general description of the sound amplifying equipment to be used: Mixer, microphone,
speakers, CD player

Section 18-9

It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort of the occupants of nearby residences.

The operation of any such instrument, phonograph, jukebox, machine or device in such manner as to be plainly audible at a distance of one hundred feet (100') from the building, structure, vehicle, or place in which, or on which it is situated or located shall be prima facie evidence of a violation of this section. (Ord. Code § 6311)

Section 18-14

It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall by the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

Penal Code Section 415 (2)

Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars (\$400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

I hereby certify that I have read and answered all statements on this registration form and that they are true and correct.

Arcadio P. Ninobla
Signature of Applicant

07-30-19
Date

THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED. HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.

Monica L. L. L.
City of Porterville, Chief of Police/Designee

8-8-19
Date

N
(Hudson Ave)

(Product)

Σ
(Newcomb H)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER R.V. Nuccio & Associates Insurance Brokers, Inc. 10148 Riverside Drive Toluca Lake, CA 91602	CONTACT NAME: Robert V. Nuccio PHONE (A/C, No. Ext): (800) 364-2433 E-MAIL ADDRESS: support@rvnuccio.com FAX (A/C, No): (818) 980-1595																					
INSURED Fil-Amer Association of CA, Inc. 968 W. Cleo Ave Porterville, CA 93257	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>The American Insurance Company</td><td>21857</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	The American Insurance Company	21857	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	☒		XXC80514929 NAEP089202	9/28/2019	09/29/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☐ N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: City of Porterville

CERTIFICATE HOLDER

City of Porterville
291 N. Main St
Porterville, CA 93257

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert V. Nuccio

Certificate Number: NAEP089202

Policy Number: XXC80514929

Effective Dates: 9/28/2019 12:01am to 09/29/2019 12:01am

**Additional Insured - Person, Organization or other Entity - Sole
600002STEP 09 12**

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule

Name of Additional Insured Person(s) or Organization(s) or other Entity(ies)

City of Porterville

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

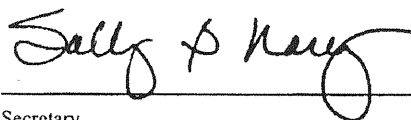
Section II - Who Is An Insured is amended to include as an insured the person, organization or other entity shown in the Schedule above but only to the extent that **bodily injury, property damage or personal and advertising injury** is caused by the sole negligence of the Memorandum of Insurance holder.

Any Additional Insured Person(s) or Organization(s) or other Entity(ies) covered under this policy is subject to the policy forms, terms, conditions, exclusions, limitations and provisions.

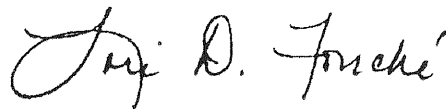
This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the Fireman's Fund Insurance Companies as named in the policy



Secretary



President



CITY COUNCIL AGENDA – AUGUST 20, 2019

SUBJECT: Status and Review of Declaration of Local Emergency

SOURCE: City Manager's Office

COMMENT: Governor Brown issued Executive Order B-29-15 on Wednesday, April 1, 2015, which established drought-related mandates and restrictions in addition to those already stipulated in previous Executive Orders B-26-14 and B-28-14. Of significance, the Governor directed the State Water Resources Control Board to impose restrictions to achieve a statewide 25% reduction in potable urban water usage through February 28, 2016, in comparison to the amount used in 2013, and with consideration given to per capita usage as a basis. The Governor further directed the Board to impose additional restrictions on commercial, industrial, and institutional properties with significant landscaping (cemeteries, golf courses, parks, schools, etc.), to also achieve a 25% reduction in potable water usage. Also of significance, the Board was directed to prohibit irrigation with potable water outside of newly constructed homes and buildings that is not delivered by drip or micro-spray systems.

On November 13, 2015, Governor Brown issued Executive Order B-36-15, which extends emergency conservation regulations through October 2016, if drought conditions persist through January 2016. On February 2, 2016, the State Water Resources Control Board adopted extended emergency water conservation regulations, to be in effect March 1 through October 31, 2016. The City of Porterville benefited somewhat from the extended regulations as the City's water conservation rate has been reduced from 32% to 26%, due to new water connections that have been made and population served (4%), as well as a new climate adjustment factor that was considered (2%).

On May 9, 2016, Governor Brown issued Executive Order B-37-16 ("Making Water Conservation a California Way of Life"), which directs the State Water Resources Control Board to establish new regulations making permanent the emergency conservation regulations. On May 18, 2016, the State Water Resources Control Board adopted a statewide water conservation approach that replaces the percentage reduction-based water conservation standard with a localized "stress test" approach that mandates urban water suppliers act immediately to ensure at least a three-year supply of water to their customers under continued drought conditions.

On April 7, 2017, Governor Brown issued Executive Order B-40-17, which ended the drought state of emergency in most of California, with the exception of Fresno, Kings, Tulare and Tuolumne counties where emergency water supply

and reliability projects are continuing toward addressing diminishing groundwater supplies. The Order maintains monthly reporting requirements and prohibitions on wasteful practices. It is anticipated that the Governor will end the drought state of emergency in the four remaining counties in the near future.

On May 31, 2018, Governor Brown signed both AB 1668 (Friedman) and SB 606 (Hertzberg), which set permanent overall targets for indoor and outdoor water consumption. The legislation sets an initial limit for indoor water use of 55 gallons per-person per-day in 2022, reducing to 52.5 gallons per-person per-day in 2025, and finally to 50 gallons per-person per-day in 2030. The amount of residential outdoor use is yet-to-be determined, but will allow for varying regional climates. In addition, a standard for water loss due to leak rates in water system pipes will be established. As an urban water provider, the City of Porterville will need to submit its plan for compliance for approval by the State Water Resources Control Board.

At its last meeting on August 6, 2019, the City Council took action in the continued affirmation of the adoption of a Resolution of Declaration of Local Emergency due to local residences within the city having been identified as having wells that are now dry as a result of the drought. Twenty-six (26) residences within the city have been determined to have dry wells, for which City staff submitted a Mutual Aid Request to Tulare County OES to initiate the household tank program for identified properties within the city where wells are dry and challenged for permanent connection. The State has committed funding for non-profit agencies to continue drought-related activities, which Self-Help Enterprises has continued the household tank program locally, through State Cleanup and Abatement Account (CAA) emergency funds.

Representatives for the City, County, State (CalOES, DDW, DWR, and SWB) and non-profit partners have continued to meet in support of the long-term permanent water connection project for the entire East Porterville area and the estimated 1,800 expected future connections. DWR identified 423 residential units in the East Porterville area (381 of which are in the City's Urban Development Boundary), that were served by the County's Household Tank Program and desired by the State to be connected to the City's water distribution system as soon as possible. DWR has completed a significant City waterline extension project to permanently connect those 423 residential units to the City's water system (considered Phase I of the project). To provide source water for the DWR extension project, CalOES desired to expeditiously connect the new well on Olive Avenue to the City's water system instead of being first equipped as a filling station. Given the new well has an estimated water production value of 800 gallons per minute, as well as a SWB assumed 1.5 gallons per minute per residence, the new well could effectively serve up to 500 single-family residential units. The City indicated its significant interest that the E. Vandalia Avenue area and its 80 residential units be included in the water connection project, to which the State was agreeable.

Given CalOES has paid for the development of the new well, and its connection to the City's water system, the City will be required under "Drought

Redundancy and Resiliency Provisions" to make available to the State up to three million gallons of water per month without charge for emergency purposes.

To proceed with the connection of the new well to the City's water system and the 500 East Porterville and E. Vandalia Avenue residential units, the City Council approved modifications to the Draft Agreement between the City and County at its meeting on April 5, 2016, which the County Board of Supervisors subsequently approved at their meeting on May 10, 2016.

A Memorandum of Understanding between the State, County, and City on the East Porterville permanent water connection project was approved by the Council during a Special Meeting on Tuesday, June 21, 2016, and approved by the Board of Supervisors on Tuesday, June 28, 2016. With the approval of the MOU, the State began the permanent connection of approximately 40 homes that are located along existing City water mains. Subsequently, the State officially requested that the City approve the connection of an additional 30 residences as part of the first immediate connections, for up to a total of 70, which the Council approved at its meeting on August 2, 2016.

In regards to the new well's development and connection to the City's water distribution system, the Board of Supervisors awarded the contract for equipping and connecting the new well at their meeting of Tuesday, August 16, 2016, and construction activities commenced the week of October 10, 2016. County staff had previously indicated that the well would be in service and connected to the City's system no later than December 2016, however, the well was operational and connected to the City's water distribution as of Friday, February 17, 2017. Given the delay in the well's completion and connection, DWR requested that the City Council consider allowing the connection of residences as they become prepared for connection, to which the Council was receptive, and a Draft MOU Amendment was approved by the Council at its meeting on December 6, 2016, and subsequently approved by the Board of Supervisors at its meeting on December 20, 2016. City staff is currently working with County staff toward the transfer of the well's ownership from the County to the City.

As of Friday, March 31, 2017, the date the State established as the final day for property owners to complete the registration process to participate in the State-funded connection program opportunity, of the 1,017 eligible developed residential properties identified by the State for connection, 722 completed the required Extra-Territorial Services Agreement, leaving 295 developed residential properties non-responsive to this unique connection program, 23 of which were reported as having either dry or diminishing capacity wells. On February 6, 2018, the final residential connection was made of the approximate eligible 800 residences in East Porterville to the City's water system.

County OES and the State Division of Drinking Water (DDW) have reported to the City that the Central Mutual Water Company, located south of the city and south of Gibbons Avenue, has had its well run dry and desires an immediate

emergency connection to the City's water system to serve the 41 connections currently without water. DDW is wishing to support a financial application to upgrade the small water system to City standards (new water lines, meters ,etc.), and to sponsor an Urban Development Boundary (UDB) Amendment application to Tulare County Local Agency Formation Commission (LAFCO), given this area is currently outside the City's UDB but within the City's Urban Area Boundary (UAB). Given several private wells have run dry in this area, DDW is also attempting to sponsor their connection to the City's water system. For source water capacity for the connections, DWR will include these new connections within the East Porterville water connection capacity development projects. At its Special meeting on August 30th, the City Council directed staff to proceed with the immediate emergency connection of the Central water system, with the permanent connection of the system contingent upon an Agreement with DDW to the sponsorship conditions they have offered.

State Division of Drinking Water (DDW) has also reported to the City that the Del Oro East Plano water system, located on Paul Street (southeast of the intersection of Plano Street and Worth Avenue), is experiencing problems with its existing well and have implemented severe water restrictions. The East Plano water system serves 14 residences and approximately 45 people. DDW is wishing to provide financial support to upgrade the small water system to City standards (new water lines, meters ,etc.), and for source water capacity for the connections, DDW would need to either pay appropriate fees and/or develop a capacity development project. The Council is aware that the Del Oro Grandview Gardens water system (north of W. North Grand Avenue) is also experiencing significant issues, and DDW may seek their future consolidation with the City's water system as well.

City staff continues to coordinate with Self-Help Enterprises and State representatives toward the extension of water mains to serve all residential properties within City limits and the city's periphery that are currently participating in the County's Household Tank Program. The two main areas of focus are N. Cobb Street (northwest of State Route 65 and Pioneer Avenue), and S. Cloverleaf Street (southeast of State Route 65 and Olive Avenue). The State has maintained its commitment to grant-fund the necessary infrastructure and connection fees, providing an official funding letter to the City on January 18, 2018, which commits up to \$2.81 million in funding until December 31, 2019. The authorization to advertise for bids for the water connection project was approved by the Council at its July 17th meeting, after which DWR reviewed the bid package for compliance and approved in December the package for advertisement. Council authorized award of the construction contract for approximately \$1.82 million at its meeting on January 15, 2019. City staff conducted a pre-construction public outreach meeting with the affected residents on the status of the project on Thursday, April 4, 2019. Council authorized the agreement with Self-Help Enterprises Inc. to provide the private residential connections at its meeting on July 2, 2019, and construction work has begun on the project.

RECOMMENDATION: That the City Council receive the report of status and review of the Declaration of Local Emergency and determine the need exists to continue said Declaration.

ATTACHMENTS:

1. Resolution 49-2015 - Declaration of Local Emergency
2. City-County Well Agreement
3. Memorandum of Understanding
4. Memorandum of Understanding Draft Amendment
5. SWRCB Letter Dated November 29, 2017
6. DWR Letter Dated January 18, 2018
7. Governor Brown Executive Order

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. 49-2015

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF PORTERVILLE DECLARING A DROUGHT EMERGENCY
WITHIN THE CITY OF PORTERVILLE

WHEREAS: in response to the ongoing severe drought, the State Water Resources Control Board approved an emergency regulation to ensure water agencies, their customers, and state residents increase water conservation in urban settings or face possible fines or other enforcement; and

WHEREAS: as we enter the fourth year of severe drought, long-term forecasts indicate no relief of the current drought conditions, and suggest a warmer-than-average summer, resulting in increased domestic demand for water; and

WHEREAS: public and private potable water supplies continue to be threatened due to decreasing supplies of groundwater caused by the precipitation deficit and an extended state of groundwater overdraft; and

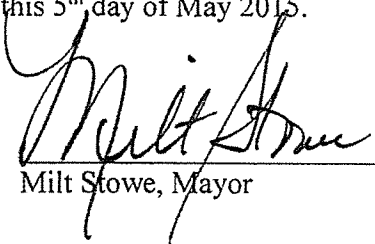
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

NOW, THEREFORE, BE IT RESOLVED: that the City Council of the City of Porterville does hereby proclaim that, due to drought conditions, a Local Emergency now exists in the city of Porterville and shall remain in effect for the duration of the emergency; and

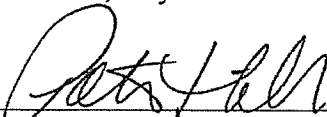
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance, to include a Presidential Declaration of Emergency and Individual Assistance and Public Assistance programs as applicable; and

BE IT FURTHER RESOLVED: that a copy of this resolution be forwarded to the State Director of the Office of Emergency Services.

PASSED, APPROVED, AND ADOPTED this 5th day of May 2015.


Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk


By: Patrice Hildreth, Chief Deputy City Clerk

TULARE COUNTY – CITY OF PORTERVILLE WELL AGREEMENT

THIS AGREEMENT is entered into this day of, May 10, 2016, between the COUNTY OF TULARE, referred to as COUNTY, and the CITY OF PORTERVILLE, referred to as CITY, with reference to the following:

- A. WHEREAS, East Porterville/Doyle Colony area properties within the COUNTY's jurisdiction and within the CITY's Urban Development Boundary are experiencing serious water shortages due to the historical drought conditions. Attached hereto as Exhibit 'A' is a map defining the East Porterville/Doyle Colony and Vandalia areas; and
- B. WHEREAS, CITY and COUNTY have been and are collaborating to jointly develop a new municipal water well; and
- C. WHEREAS, COUNTY shall secure complete funding for a new well to be solely owned, operated and maintained by the CITY for the purpose of providing long-term capacity to enable permanent water connections to properties that comply with CITY'S Annexation and Extension of Municipal Services policy, with certain exceptions for specific properties in excess of the maximum lot size. These procedures are defined by two Resolutions, 74-2014 and 19-2016, which are attached hereto as Exhibit 'B'; and
- D. WHEREAS, the COUNTY owns a parcel at the southeast corner of the Tule River and Olive Avenue (APN 240-120-017), represented in Exhibit 'C', and has drilled a municipal supply well, and will equip said well utilizing CITY standards, after which the COUNTY shall convey the land to CITY at a cost of \$1; and
- E. WHEREAS, CITY operates an existing municipal water system, with limited infrastructure already established in the East Porterville/Doyle Colony and Vandalia areas, and has experience and qualifications necessary to provide such services; and
- F. WHEREAS, CITY and COUNTY mutually agree that a regional, collaborative solution to leverage and expand CITY'S municipal water system into the East Porterville/Doyle Colony and Vandalia areas is the most feasible means to address the area's water needs; and
- G. WHEREAS, CITY is willing to enter into this Agreement with COUNTY upon terms and conditions set forth herein; and
- H. WHEREAS, CITY and COUNTY mutually understand that due to the limited resources of the CITY's municipal water system, all future connections must comply with the CITY's Annexation and Extension of Municipal Services policies, with certain exceptions for specific properties in excess of the maximum lot size, attached hereto and made a part thereof as Exhibit 'B'.

ACCORDINGLY, IT IS AGREED:

- 1. **TERM:** This agreement shall become effective as of the date the agreement is fully executed by both agencies.
- 2. **SERVICES TO BE PERFORMED & PAYMENT FOR SERVICES – EQUIPPING MUNICIPAL WELL FACILITY:** Refer to attached Exhibit 'D'.

TULARE COUNTY AGREEMENT NO. 27596

3. **SERVICE TO BE PERFORMED IN PERPETUITY:** The services described below shall be performed in perpetuity upon completion of all tasks enumerated in Exhibit 'D' and upon COUNTY securing the funds for equipping the well to CITY standards and requirements:
- A. CITY shall provide to STATE and/or COUNTY, upon STATE and COUNTY's request, a maximum of three million (3,000,000) gallons of water per month upon integration of the well provided under this Agreement, for the purposes of meeting emergency water needs in COUNTY's jurisdiction. CITY shall not charge COUNTY or STATE for said water.
 - B. CITY shall utilize water produced by the well provided under this Agreement as source capacity for new service connections and agreements in East Porterville/Doyle Colony and Vandalia areas. CITY agrees to provide source water for up to four hundred twenty-three (423) new connections in the East Porterville/Doyle Colony area subject to the CITY'S Annexation and Extension of Municipal Services policies, with certain exceptions for specific properties in excess of the maximum lot size, and up to 80 new connections in the Vandalia area. The 423 new connections noted above are inclusive of those properties immediately adjacent to an existing water main, estimated at 40 parcels, which can be connected to the City's water system immediately upon execution of this agreement and the Memorandum(a) of Understanding between CITY, COUNTY, and STATE. Upon connection to CITY services, the listed properties will be exempt from payment of CITY water impact fees, but will be subject to standard fees, such as, but not limited to, water service and meter installation, unless otherwise financed by STATE or other funding sources, and associated monthly fees. This section shall not be construed to limit additional connections beyond the above referenced 503 properties provided for herein, where CITY provides consumption documentation that determines additional source capacity is available as a result of the connection of this well to CITY's system.
 - C. CITY expressly agrees to own, operate, maintain, repair and otherwise care for the well provided under this Agreement, in order to maintain it in proper working order and to the highest standard, for the duration of the well's useful life.
 - D. COUNTY shall grant the parcel on which the well is located to the CITY by Grant Deed at a cost of \$1 upon formal acceptance of the project. A 50-foot control zone around the well site is a requirement of the State Water Resources Control Board, Drinking Water Program, therefore establishing the minimum parcel size to be conveyed to the CITY. Existing COUNTY infrastructure may encroach through or conflict with the subject parcel and if so, ownership, maintenance, repair and replacement of these facilities shall transition to the City's responsibility by separate maintenance agreement upon acceptance of the project.
 - E. CITY shall not be entitled to compensation by COUNTY, or any State or Federal agency providing funding for the activities enumerated in Exhibit 'D', for any ongoing costs related to owning, operating, maintaining, repairing, or replacing this well. CITY and COUNTY expressly agree that CITY's ongoing compensation for such ongoing costs shall be the use of the well for CITY's use within its water system, unrestricted except as noted in "A"

above. No part of this paragraph shall be construed to limit or restrict in any way CITY's ability to seek any grant funding or collect rates and fees from users of CITY's water system.

- F. All recipients of water are subject to CITY water policies, such as, but not limited to, water conservation and watering schedules. Connections made as noted in "B" above may be subject to further water conservation thresholds as required by the STATE.

4. This Agreement represents the entire agreement between CITY and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

5. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY: County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare
Administrative Building
2800 W. Burrel Avenue
Visalia, CA 93291

(Fax No.: (559) 733-6318 / Phone No. (559) 636-5005)

CITY: City Manager
291 N. Main St.
Porterville, CA 93257

(Fax No.: (559) 715-4013/ Phone No. (559) 782-7466)

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

6. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.
7. Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
8. This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. This Agreement is entered into and shall be performed in Tulare County, California. CITY waives the removal provisions of California Code of Civil Procedure Section 394.
9. The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party or either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.
10. The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

11. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court of other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.
12. Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to affect the purposes of this Agreement.
13. CITY expressly agrees that it will not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.
14. Insurance
15. Permit
16. Dispute Resolution: If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.
17. Indemnification: CITY shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by CITY or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against COUNTY alleging civil rights violations by CITY under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for CITY's failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

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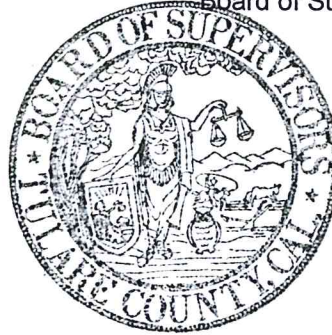
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

BY Mike Ennis
Mike Ennis Chairman,
Board of Supervisors



ATTEST: Michael C. Spata,
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By Danisa A. Ybana
Deputy Clerk

Approved as to Form
County Counsel

By M. Grice for LMT
Deputy 20151902

CITY OF PORTERVILLE

BY Milt Stowe
Milt Stowe, Mayor

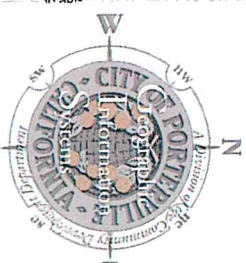
ATTEST:
City Clerk of the City of Porterville

BY J. L. Lolis
John Lolis, City Manager

Approved as to Form

BY [Signature]
City Attorney

EXHIBIT 'A'



East Porterville Project Boundary

Parcels Within Project Boundary Area (1,776)

CityLimits

UDB

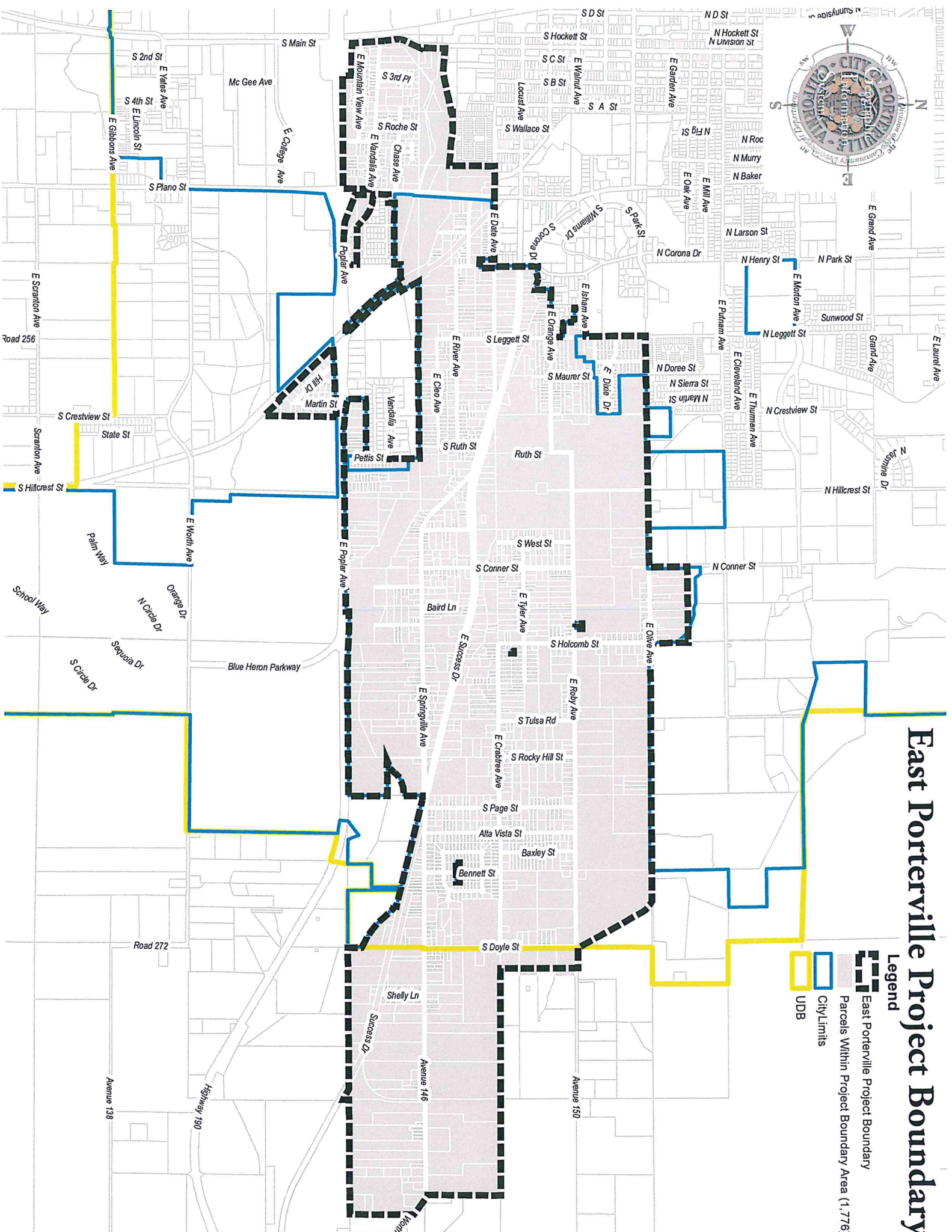


EXHIBIT 'B'

RESOLUTION NO. 74 -2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE DEFINING OBJECTIVES AND POLICIES FOR ANNEXATIONS AND MUNICIPAL SERVICES

WHEREAS: The City of Porterville established a policy concerning annexation and provision of municipal services in 1986, noting that “the City, in order to grow for reasons of economies of scale and quality of services must expand its boundaries within reason, generally encourages the owners of properties contiguous to the city of Porterville to annex to said City of Porterville”; and

WHEREAS: Since 1990, the population of the city of Porterville has increased 53% according to the California Department of Finance, and the land area of the city proper has increased by 38% according to City annexation records; and

WHEREAS: The City of Porterville accepts its responsibility to provide municipal services to those residents, businesses, and other land uses within the limits of the city. The City of Porterville has taken the position that the costs of all physical improvements within the city have been paid by property owners, and other taxes derived in the city, and, therefore, these same people should not be required to bear the expense of additional physical improvements needed to serve newly annexed areas.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby define the following objectives related to annexations and municipal services:

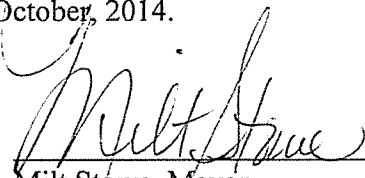
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city, and where appropriate, to provide those services beyond the limits of the city within the Urban Development Boundary, and only in extreme cases to those properties beyond the Urban Development Boundary within the Urban Area Boundary.
3. To provide for land development and growth in a manner consistent with the General Plan, particularly as it relates to land use and circulation.
4. To consider an application upon its own merits, and identify what benefits would accrue to the City as an agency and service provider, to the residents of the city of Porterville, and to the applicant.
5. To identify the problems involved in any proposal considered for annexation or request for extra-territorial services and resolve them in the manner most beneficial to the properties within the city of Porterville.
6. To develop factual information to permit informed discussion between City representatives and property owners/residents of unincorporated territories.

BE IT FURTHER RESOLVED, that the City Council of the City of Porterville does hereby establish the following policies for consideration of annexations and municipal services:

1. It shall be the policy of the City of Porterville to consider annexation proposals only within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County Local Area Formation Commission (LAFCo).

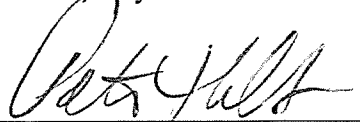
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville, only where necessary in order to respond to an existing or impending threat to public health or safety of affected residents, to consider extra-territorial service requests within the Urban Area Boundary, as adopted by City Council and identified on the City of Porterville Zoning Map.
4. It shall be the policy of the City of Porterville to consider annexation proposals and extra-territorial service requests in a manner consistent with the policies and regulations adopted by the Tulare County LAFCo and the State of California, as applicable.
5. It shall be the policy of the City of Porterville to discourage single-family one (1) lot annexation proposals that may have an adverse fiscal impact on the City of Porterville.
6. It shall be the policy of the City Council that territory shall not be annexed to the city of Porterville, which as a result of such annexation, unincorporated territory is completely surrounded, or substantially surrounded by the city of Porterville.
7. It shall be the policy of the City of Porterville that annexation proposals shall be in conformance with the Cortese-Knox-Hertzberg Act of 2000, as amended.
8. It shall be the policy of the City Council to consider each petition/consent for annexation upon its relationship to what economic benefits will accrue to the City of Porterville, and to the area residents/property owners.
9. It shall be the policy of the City Council that the costs of all physical improvements will be borne by the property owners/resident or developer.
10. It shall be the policy of the City of Porterville to maintain the viability of agricultural productivity; i.e. protecting and conserving as much agricultural land as possible in the area surrounding the Porterville community.
11. It shall be the policy of the City of Porterville that the applicant for annexation present proposals to the Project Review Committee and explain the particulars of the area under consideration for possible annexation, including a plan for services.
12. It shall be the policy of the City of Porterville to consider any requests for annexation or extra-territorial services in a manner consistent with the procedures adopted by resolution of the City Council.

PASSED, APPROVED AND ADOPTED this 21st day of October, 2014.


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at regular meeting of the Porterville City Council duly called and held on the 21st day of October, 2014.

THAT said resolution was duly passed, approved, and adopted by the following vote:

Council:	REYES	WARD	STOWE	HAMILTON	GURROLA
AYES:	X		X	X	X
NOES:		X			
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION 19-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ESTABLISHING PROCEDURES FOR ANNEXATIONS AND EXTENSION OF
MUNICIPAL SERVICES

WHEREAS: On October 21, 2014, the City Council of the City of Porterville adopted two resolutions that defined objectives and policies, and established procedures for annexations and municipal services, respectively; and

WHEREAS: The on-going, severe drought of the past few years has created a situation where hundreds of parcels in the East Porterville area are experiencing dry wells, or wells of substandard water quality. State and regional agencies have come together with the City to identify and develop a long-term solution to this crisis, which will involve a significant infrastructure project to allow extension of municipal water services to the area. Not all parcels within the subject area meet the mandatory findings for extra-territorial service agreements as identified in the City's current procedures.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby amend existing procedures to submit application for municipal services, and to have said application(s) processed as outlined in Exhibit "A", attached. The exemption identified for the East Porterville Feasibility Study Project Area will apply to the area represented in Exhibit "B".

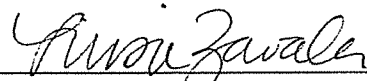
PASSED, APPROVED AND ADOPTED this 19th day of April, 2016.



Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

BY 

Luisa Zavala, Deputy City Clerk

All properties requesting annexation or extraterritorial services are subject to the procedures established below unless otherwise stated. Compliance with City of Porterville procedures does not guarantee approval by LAFCo of annexations or extra-territorial service agreements. Upon request for an annexation or extraterritorial services request, staff will evaluate whether the applicant's property is within the City's Urban Development Boundary or Urban Area Boundary and explain the process.

ANNEXATION APPLICATION PROCEDURE

1. A complete annexation application packet includes: fees, an Irrevocable Agreement to Annex, information as needed to define a deed restriction specific to land use and zoning, Application for Annexation, and other materials as required with those applications respectively.
2. On receipt of an application as outlined above, all materials will be considered by the Project Review Committee, who will coordinate in a pre-consultation process with LAFCO staff and the County Public Works Department for review and recommendation.
3. During review by the Project Review Committee of the necessary application and data, staff will prepare a report and findings on all aspects of the proposed action(s).
4. An environmental document will be prepared pursuant to the California Environmental Quality Act (CEQA), reviewing the potential environmental effect of the proposed activities. The Zoning Administrator will make an initial determination of the level of environmental review required.
5. After proper noticing, a public hearing will be held for the City Council to hear comments related to the project at a regularly scheduled meeting. The Council will authorize staff to initiate the application with LAFCo. Documents will be filed in accordance with the Cortese-Knox-Hertzberg Act of 2000, as amended, and submitted to the Local Agency Formation Commission for its review, recommendation and action.
6. On consummation by the City Council, the City Clerk shall submit the necessary materials to the State Board of Equalization with the appropriate acreage fees, which are paid by the Applicant.
7. In the event the annexation fails, either by dissenting votes of the City Council or at hearing at LAFCo, the City Council may approve an extraterritorial service agreement within the Urban Development Boundary, subject to conditions identified in the deed restriction.

ANNEXATION EXEMPTION PROCEDURE

Where a certain property meets all of the following criteria, they may proceed with an Extraterritorial Service Agreement for water or storm-water drainage without first attempting annexation, subject to the conditions of Extraterritorial Service Agreements as defined below.

1. Previously developed single family residences on parcels 24,999 square feet or smaller, OR a school developed by a State funded school district.
2. The parcel requesting services must be immediately adjacent to a municipal main providing the requested service, or the property owner shall provide for the extension of the main line to City standards at their expense.

EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE

Extraterritorial Service connections may be made subject to the following conditions. Note specific parameters and the required findings for connections in the Urban Development Boundary and the Urban Area Boundary.

1. Application: A complete extraterritorial services application packet includes: fees, an Irrevocable Agreement to Annex, information as needed to define a deed restriction specific to land use and zoning, and other materials as required with those applications respectively.
2. General Plan Consistency:
 - a. Proposed Uses and Improvements: Service connections are to be withheld from proposed uses and improvements that would not be consistent with the adopted Land Use Element of the Porterville Area General Plan and the City of Porterville General Plan.
 - b. Existing Uses and Improvements: Service connections to existing uses and improvements which are not consistent with the adopted Land Use Element of the Porterville Area General Plan and the City of Porterville General Plan shall be considered at the discretion of the City Council, and may be subject to other restrictions.
3. Agreements and covenants:
 - a. A deed restriction specific to land use and zoning must be approved by the property owner and the City Council, and recorded with the County of Tulare upon the property, at the applicant's cost.
 - b. An irrevocable agreement to annex must be signed by the property owner and recorded with the County of Tulare upon the property, at the applicant's cost.
4. Time limitations: The City Manager or his designee, or the City Council may condition the approval of applications for service connections by establishing a time frame within which connections must be made to avoid re-application.
5. Improvement Plans: Applications for service connections, which necessitate the extension of one or more municipal facilities to property in order to make such connections, shall be conditioned by the City Manager or his designee, or the City Council to require that Construction Drawings of the intended public improvements be submitted to the City Engineer for plan check and approval. Costs incurred for the preparation of improvement plans, and certain off-site construction and/or installation costs related to extending facilities, shall be the responsibility of the applicant.
6. Fees: Prior to the issuance of a Connection Permit, payment must be made to the City of Porterville of all fees pertinent to the respective service connection, or connections, approved by the City Manager or his designee, or the City Council.

Within the Urban Development Boundary:

For connection of water or storm-water facilities, the requesting party must fully fund the extension of infrastructure if it does not already exist in order to connect. The City of Porterville Wastewater Facility is a regional facility and as such, an extraterritorial service request cannot be denied; however, the requesting party must fund a fair share of the extension of infrastructure if it does not already exist in order to connect. Contract services for police, fire, or building inspection services shall be approved by resolution of the City Council.

For connection of water or storm-water facilities, the following findings must be made in order for the Council approve an extraterritorial service connection:

- That the subject property is a previously developed single family residence on a parcel 24,999 square feet or smaller, OR a school developed by a State funded school district.
- That failure to connect to municipal services would result in a threat to public health or safety of affected residents.
- That connection of the subject property would not result in a negative impact to the City of Porterville water and/or storm-water system.
- That the subject property is not within an island as defined by Tulare LAFCo.
- That an attempt to annex the subject site is not realistic given current city limit boundaries. Specifically, the parcel is too far removed from the city limit, and/or the number and valuation of adjacent parcels would result in a failed annexation effort.

Within the Urban Area Boundary:

For connection of water or storm-water facilities, the requesting party must fully fund the extension of infrastructure if it does not already exist in order to connect. The City of Porterville Wastewater Facility is a regional facility and as such, an extraterritorial service request cannot be denied; however, the requesting party must fund a fair share of the extension of infrastructure if it does not already exist in order to connect. Contract services for police, fire, or building inspection services shall be approved by resolution of the City Council.

For connection of water or storm-water facilities, the following findings must be made in order for the Council approve an extraterritorial service connection:

- That the subject property is a previously developed single family residence on a parcel 24,999 square feet or smaller, OR a school developed by a State funded school district.
- That failure to connect to municipal services would result in a threat to public health or safety of affected residents.
- That connection of the subject property would not result in a negative impact to the City of Porterville water and/or storm-water system.

EXEMPTIONS AND EXCEPTIONS

1. PVPUD: Connections to Porterville Regional Sewage Treatment Facilities serving uses and improvements to property within the boundaries and jurisdiction of the Porter Vista Public Utility District (PVPUD) are exempted from application to the City of Porterville. Interested parties should contact the PVPUD for information on connection requirements and fees pertaining

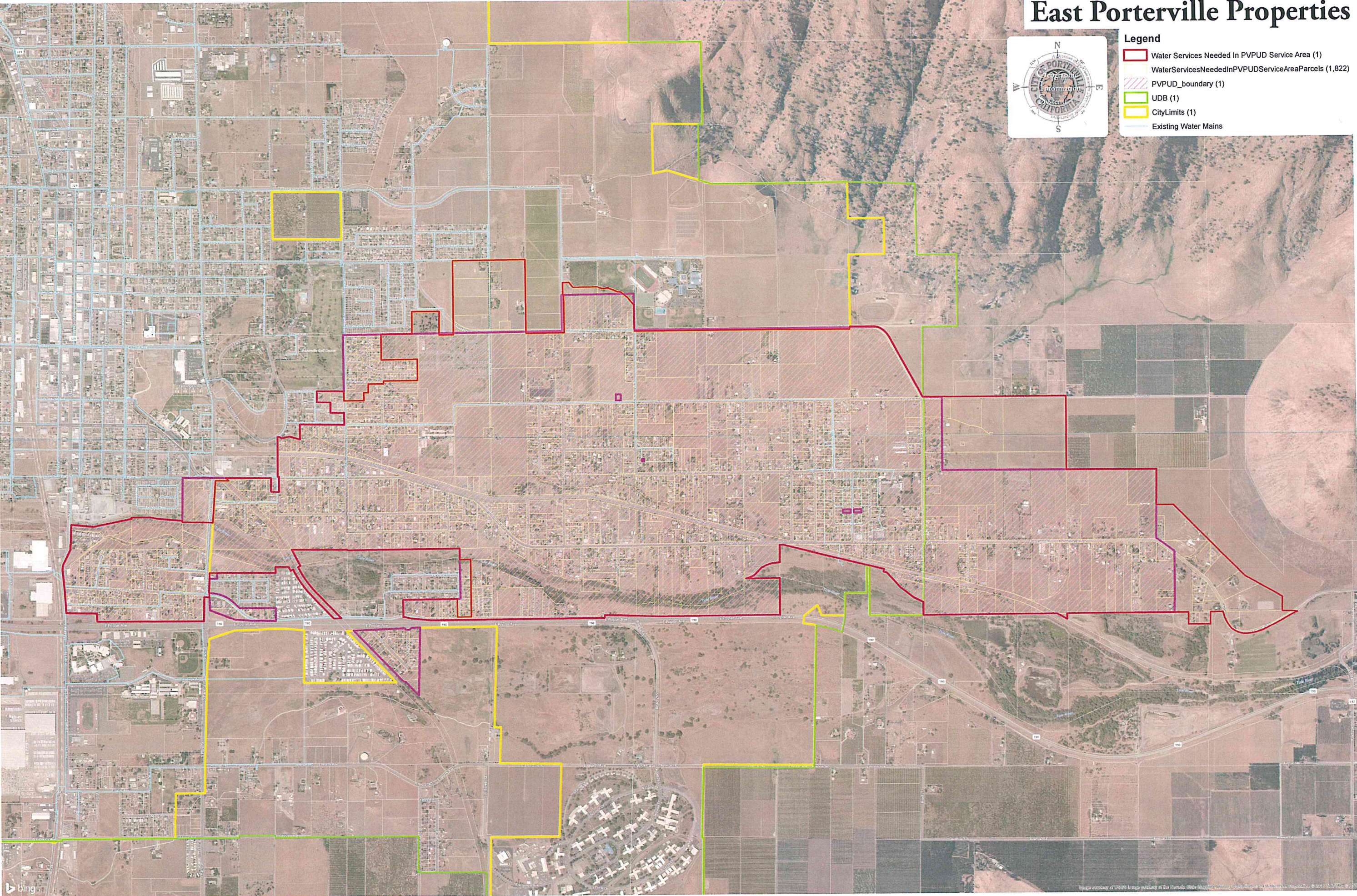
to sewer services. This exemption does not apply to requests for connection to Municipal Water and/or Master Storm Drain Facilities.

2. PRIOR APPROVALS: Porterville City Council approval of requests for connection to Regional Sewage Treatment, Municipal Water and/or Master Storm Drain Facilities as authorized prior to the adoption and effective date of the respective policies set forth herein shall remain valid and in force according to the terms and conditions initially specified at the time of approval, and re-application will not be required.

3. PROPERTIES WITHIN THE EAST PORTERVILLE FEASIBILITY STUDY PROJECT AREA: The California State Water Resources Control Board, in coordination with the Department of Water Resources Drought Task Force, is charged with preparing a feasibility study to define a long-term solution to the water related issues in East Porterville. Properties within that boundary would be permitted to apply for connection, whether in association with DWR, SWRCB, or at a later date, on their own. Such connections would be subject to the mandatory findings as outlined in this procedure, with the following exceptions:

- Rather than require that the subject property be a developed single-family residence on a parcel 24,999 square feet or smaller, neither the land use nor the parcel size would be restricted neither the land use nor the parcel size would be restricted for legal and legal non-conforming structures and land uses existing as of April 29, 2016.
- Further, properties within certain islands in the EPFS Project Area would not be required to annex prior to connection. This exception does not limit the City of Porterville's authority to pursue annexation in the future, but rather waives the requirement that annexation must be approved prior to connection.

East Porterville Properties



STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at regular meeting of the Porterville City Council duly called and held on the 19th day of April, 2016.

THAT said resolution was duly passed, approved, and adopted by the following vote:

Council:	REYES	WARD	STOWE	HAMILTON	GURROLA
AYES:	X	X	X	X	
NOES:					
ABSTAIN:					
ABSENT:					X

JOHN D. LOLLIS, City Clerk

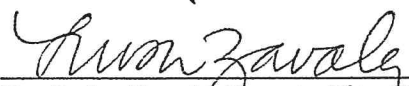

By: Luisa Zavala, Deputy City Clerk

EXHIBIT 'C'



EXHIBIT 'D'

Scope of Work

Task	Description	Cost
1.2	Prepare Well Drilling Plans, Specifications, and Estimates	\$468.00
3.2	Prepare Well Equipping Plans, Specifications, and Estimates	\$1,526.00
5	Ph. 1 Preconstruction Meeting	\$1,357.43
Total:		\$3,351.43

Consulting Engineering work will be reimbursed directly to Dee Jaspar & Associates under Tulare County Agreement No. 1276, including the following Tasks:

Task 4.1	Project Evaluations and Field Surveying	\$58,326.00
Task 4.2	Prepare Well Equipping Plans, Specifications, and Estimates	\$30,000.00
Task 4.3	Prepare and Assist with SCE Application & Telephone Service	\$5,000.00
Task 4.4	SCE Costs	\$15,000.00
Total:		\$108,326.00

Discussion Draft

Subject to Additional Review and Modification by the Parties

Porterville MOU
Draft 2
June 15, 2016
PortervilleEmergencyMOU061516



Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville

by the California Department of Water Resources (DWR), California Office of Emergency

Service (OES), the State Water Resources Control Board (SWRCB),

the County of Tulare (County), and City of Porterville (Porterville),

which are collectively known as the “Parties”

Recitals

Whereas, some residents living in an unincorporated area of Tulare County, commonly known as “East Porterville,” have experienced loss of adequate water supply to their homes and properties as a result of severe drought conditions, which has caused significant hardship for the residents;

Whereas, Governor Edmund G. Brown Junior has directed all State agencies to assist these residents who are in need of water supplies with emergency and long-term assistance;

Whereas, Governor Edmund G. Brown Junior signed Assembly Bill 685 in 2012, adding Water Code section 106.3, which recognizes that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes, and which requires all relevant state agencies to consider this right when revising, adopting, or establishing pertinent policies, regulations, and grant criteria;

Whereas, the Parties have provided emergency water supplies to some residents of East Porterville that are without an adequate household water supply;

Whereas, the Parties to this MOU seek an emergency and long-term solution to the lack of adequate household water supply by developing and providing continuous water supplies to these residents;

Whereas, East Porterville is located east and adjacent to Porterville, which has an existing municipal water system that serves residents within the incorporated area of Porterville;

Whereas, some of the residents of East Porterville without an adequate household water supply could be connected to Porterville's municipal water system provided certain arrangements and projects are carried out by the Parties;

Whereas, Vandalia is a neighborhood located within Porterville, and some Vandalia residents lack adequate household water supply and these households could be connected to Porterville's municipal water system;

Whereas, the Parties have met and have discussed alternative plans and projects that would provide an emergency water supply from Porterville to some residents of East Porterville and Vandalia in an expeditious manner;

Whereas, to advance these projects, DWR has provided funding, as reflected in the agreement between DWR and Tulare attached as Exhibit 1, for a municipal well designated as "Well C1" located in Tulare County that ultimately could be used to supply water to these residents of East Porterville;

Whereas, the SWRCB has also provided funding for Well C1, as reflected in the agreement between the SWRCB and the County attached as Exhibit 2;

Whereas, the County and Porterville intend to execute an agreement, a draft of which is attached as Exhibit 3, that will connect Well C1 to Porterville's municipal water system and that will provide for an adequate household water supply for some residents of East Porterville; and

Whereas, the Parties have reached an understanding on how best to implement the project alternative that will provide an adequate household water supply to some residents of East Porterville and Vandalia, and alleviate the hardships in an expeditious, cost-effective manner.

Understanding

A. Description of Emergency Project and Long-Term Plan

1. The purpose of this MOU is to set forth in writing the intentions of the Parties of how best to move forward with plans to complete an emergency water supply project (Project) to some residents in the East Porterville and Vandalia areas, which are represented in Exhibit 4. (Map showing East Porterville and Porterville). The goal of the Project is to provide an adequate household water supply to some of the residents and properties in these areas that do not have one presently, and to end the need of the Parties to provide temporary water supplies to those residents through tanks and bottles.

2. The Parties intend to develop the Project in two phases. Phase 1 will make municipal water connections to the properties in East Porterville that have dry wells and are adjacent to Porterville's existing municipal water distribution system. It is estimated that this phase will serve 40 properties with dry wells that are currently receiving temporary household water supplies.

3. The Parties intend that Phase 2 of the Project will provide municipal water supply to approximately 500 properties in East Porterville and in Vandalia that have dry wells or otherwise lack an adequate source of water and have not been connected by Phase 1. In order to complete Phase 2, the residents of these properties will likewise need to connect to Porterville's municipal water system.

4. As soon as possible, Porterville and DWR will undertake Phase 1 of the Project and connect the properties in East Porterville that are adjacent to Porterville's existing municipal water distribution system. These connections will be accomplished as described in Water Installation Diagram attached as Exhibit 5 and based on the cost estimate, which is attached as Exhibit 6. In order to make these connections, a property owner desiring to receive public water supply will need to execute the Extraterritorial Service Agreement, a sample of which is attached as Exhibit 7, and the SWRCB's Water Connection Agreement, a sample of which is attached as Exhibit 8. Necessary signatures and agreements with property owners will be sought through SWRCB's outreach carried out with the assistance of all Parties to this MOU.

5. The Parties intend that Well C1 will be used to provide the emergency water supply in Phase 2 to about 500 properties without adequate household water supplies. The Parties presently understand that there are about 423 properties in East Porterville and approximately 80 properties in Vandalia where connections may be needed to provide emergency water supplies.

6. The Parties have created a Technical Workgroup consisting of engineers and planners, which work cooperatively on the technical issues described in this MOU. Based on recommendations of the Technical Workgroup, the Parties intend to provide the emergency water supply contemplated by this MOU.

7. The Parties intend to develop a Long-Term Water System Plan (Long-Term Plan) for the East Porterville area, which will serve other residents in the area besides those served by the Project. The Parties intend that the Project will be designed consistent with the Long-Term Plan to ensure that all water facilities constructed as part of the Project will be incorporated into the facilities ultimately developed through the Long-Term Plan. The first work product produced by the Technical Workgroup will be a Feasibility Study for the Long-Term Plan. The outline of the Feasibility Study is attached as Exhibit 9.

8. The Parties intend to use best efforts to complete both phases of the Project by December 31, 2016. The completion date of the Long-Term Plan is dependent on the completion of the Feasibility Study carried out by Technical Workgroup and on Porterville and/or the County applying for and securing sufficient funding from the SWRCB or from other sources. The Parties desire to complete the Long-Term Plan as expeditiously as possible.

B. Project Contributions of the Parties

9. Working in cooperation with the other Parties and the Technical Workgroup, DWR will prepare all environmental compliance for the Project, and design and construct the Project, both Phases 1 and 2. DWR will provide funding for Phases 1 and 2 of the Project through Emergency Drought Funding. DWR intends to serve as California Environmental Quality Act (CEQA) lead agency for the Long-Term Plan and will prepare any necessary CEQA documentation and any other necessary environmental review documents, unless the Feasibility Study recommends another lead agency.

10. SWRCB will provide the community outreach to assist in obtaining necessary property owner acceptance before proceeding with Project. SWRCB will also work with Porterville and/or County to secure funding of the Long-Term Plan. SWRCB will provide certain reviews and approvals for the permitting of the Project and the Long-Term Plan.

11. OES will coordinate all of the State's efforts under the Governor's Drought Task Force in the Project area and will be provided at no cost by Porterville up to 3,000,000 gallons of emergency water per month as needed as a result of this MOU and the agreement that Porterville and the County are in the process of considering for execution, a draft of which is attached as Exhibit 3, with regard to the Well C1.

12. Porterville will provide the needed water service to the residents of East Porterville without an adequate household water supply after they are connected to Porterville's municipal water system as described in the Project. The water service will be accomplished per the Extraterritorial Service Agreement, which requires that property owners served pay the monthly water bill. DWR is funding the residents' connection to the Project, and as a result, some of the normal connection fees will be waived provided that connection is made during Phase 1 or Phase 2. Porterville will install the water meters for each connection, which will be paid for by DWR.

13. The County intends to execute an agreement with Porterville that is consistent with this MOU and Exhibit 3, which will allow Well C1 to serve as a water supply for the Project. The County will inspect the work of the Project and the property connections at no cost to the residents.

14. The Parties to the MOU will cause the removal of all temporary water tanks from the properties upon completion of the Project and the appurtenances necessary for the receipt of municipal water service. The work for removing the water tanks will be carried out by the County under an agreement between the County and OES.

C. General Provisions

15. The Parties intend to use their best efforts to carry out this MOU. This MOU is not a binding agreement, and is not intended to create contractual rights and remedies among the Parties. However, the Parties have entered into and intend to enter into certain binding agreements in the future necessary to develop and complete the Project and the Long-Term Plan.

16. This MOU will become effective upon the signature of the all Parties. The MOU will terminate on December 31, 2016, unless extended by all of the Parties in writing.

[Signatures on following page]

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

County of Tulare

City of Porterville

List of Exhibits

1. DWR and Tulare County Executed Well C1 Agreement
2. SWRCB and County Executed Well C1 Agreement (Water Board Grant #D-15-11-902)
3. ~~County and~~County and Porterville Draft Well Agreement
4. Map of East Porterville
5. Household Water Service Installation Diagram
6. Household Water Service Cost Estimate
7. Sample Extraterritorial Service Agreement
8. Sample SWRCB Water Connection Agreement
9. Draft Emergency Project Feasibility Study



Amendment No. 1

To the East Porterville Water Supply Project

Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville
by the California Department of Water Resources (DWR), California Office of
Emergency Service (OES), the State Water Resources Control Board (SWRCB),
the County of Tulare (County), and City of Porterville (Porterville),
which are collectively known as the "Parties"

This Amendment No.1 to the MOU is made this 7th day of November, 2016. As described below, this Amendment No.1 recognizes the MOU is still in effect, modifies certain sections of this MOU, and adds new sections to the MOU.

Recitals

Whereas, some residents living in an unincorporated area of Tulare County, commonly known as "East Porterville," have experienced loss of adequate water supply to their homes and properties as a result of severe drought conditions, which has caused significant hardship for the residents;

Whereas, Governor Edmund G. Brown Junior has directed all State agencies to assist these residents who are in need of water supplies with emergency and long-term assistance;

Whereas, the Parties to this MOU seek an emergency and long-term solution to the lack of adequate household water supply by developing and providing continuous water supplies to these residents;

Whereas, to advance these projects, DWR and the SWRCB have provided funding, as reflected in Exhibits 1 and 2, for a municipal well designated as "Well C1" located in Tulare County that ultimately could be used to supply water to these residents of East Porterville;

Whereas, the Parties have reached an understanding on how best to implement the project alternative that will provide an adequate household water supply to some residents of East Porterville and Vandalia, and alleviate the hardships in an expeditious, cost-effective manner:

Whereas, the purpose of this amendment is to clarify some sections of the MOU and to add several new sections.

NOW THEREFORE, IT IS MUTUALLY AGREED that the following changes are hereby made to the MOU:

1. Section A (2) is amended to read as follows:

The Parties intend to develop the Project in two phases. Phase 1 will make municipal water connections to the properties in East Porterville and Vandalia that have dry wells and/or water tanks. It is estimated that this phase will serve approximately 300 properties.

2. Section A (3) is amended to read as follows:

The Parties intend that Phase 2 of the Project will provide municipal water supply to approximately 800 properties in East Porterville by connecting them to the City of Porterville's water system. The total number of homes eligible for this Project is approximately 1,100.

3. Section A (5) is amended to read as follows:

The Parties intend that Well C1 will be used to provide the initial water supply. The Parties acknowledge the delay in Well C1 completion. To mitigate the effects of this on the residents of East Porterville, the City of Porterville will allow connections of homes as they become prepared for connection. These early connections will be beyond the initial 70 connections (previously 40 connections) agreed to, given the availability of capacity during the winter months. However, these additional connections to the City's water system will cease on March 1, 2017, if Well C1's connection to the City's water system is not completed by then.

4. Sections A (7) b-f shall be added and made part of this MOU:

7 (a). The Parties intend to develop a Long-Term Water System Plan (Long-Term Plan) for the East Porterville area, which will serve other residents in the area besides those served by the Project. The Parties intend that the Project will be designed consistent with the Long-Term Plan to ensure that all water facilities constructed as part of the Project will be incorporated into the facilities ultimately developed through the Long-Term Plan. The first work product produced by the Technical Workgroup will be a Feasibility Study for the Long-Term Plan. The outline of the Feasibility Study is attached as Exhibit 9.

(b). The East Porterville Water Supply Project Hydraulic Analysis Report ("Hydraulic Analysis Report," which is attached as Exhibit 10) determined that the water supply capacity required to serve all eligible residents of East Porterville is 1,435 gallons per minute (gpm). This capacity shall be based on the sustainable yield of the wells which is defined as 75 percent of the initial design capacity. Since Well C1 has a sustainable yield of 600 gpm, the Parties agree that the State will fund the construction and equipping of additional wells to provide the 835 gpm shortfall.

(c). Based on the Hydraulic Analysis, a 700,000 gallon water storage tank is required to serve the residents of East Porterville. However, based on Porterville's master plan recommendations, a 1.2 million-gallon storage tank is required for the City's buildout. The Parties therefore intend to construct a 1.2 million-gallon storage tank with cost sharing between the State and the City. The State will fund the cost of a 700,000 gallon tank required for the Project and the City of Porterville will fund the cost of the additional 500,000 gallons of storage required for the City's future use as contained in its master plan. The cost-sharing shall be proportional to the tank capacity being funded.

(d). The Parties intend to upgrade the existing Henderson-Plano Booster Pump Station and the Granite Hills Intertie which would facilitate water supply to the East Pressure Zone which serves East Porterville. The State will fund the construction of one booster pump rated at 2,100

gpm along with a variable frequency drive and the Granite Hills Intertie. The City will fund the replacement of its two existing pumps along with associated variable frequency drives as part of Phase 2 of the Project. These two pumps are more than 30-years old and their replacement will enable the City's water system to operate more efficiently and in a cost-saving manner.

(e). The Parties further agree that a booster pump station of capacity 1,670 gpm is required to convey water from the West Pressure Zone, where the new wells will be located, to the Central Pressure Zone for onward conveyance to East Porterville. The State will fund the construction of this booster pump station.

(f). Given that Well C1 has an estimated sustainable yield of 600 gpm, as well as a unit demand of 0.833 gpm per home connection based on the Hydraulic Analysis , Well C1 could effectively serve up to 720 households . The Parties agree that home connections for Phase 2 of the Project can begin as soon as Well C1 is connected to the City's water system, and the Henderson-Plano Booster Pump Station upgrade and the Granite Hills Intertie are completed. These home connections shall cease when the capacity of Well C1 is exceeded. Thereafter, additional home connections will be made after the construction of additional wells or if City staff determines that the water system can support additional home connections.

5. Section (C) 16 is amended to read as follows:

16. This MOU will become effective upon the signature of the all Parties. The MOU will terminate on June 30, 2018, unless extended by all Parties in writing.

6. The list of the Exhibits at the end of MOU is amended to read as follows:

1. DWR and Tulare County Executed Well C1 Agreement
2. SWRCB and County Executed Well C1 Agreement (Water Board Grant #D-15-11-902)
3. County and Porterville Draft Well Agreement
4. Map of East Porterville
5. Household Water Service Installation Diagram
6. Household Water Service Cost Estimate
7. Sample Extraterritorial Service Agreement
8. Sample SWRCB Water Connection Agreement
9. Draft Feasibility Study for the Long-Term Plan
10. East Porterville Water Supply Project Hydraulic Analysis Report

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

City of Porterville

County of Tulare



EDMUND G. BROWN JR.
GOVERNOR

MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

NOV 29 2017

The Honorable Milt Stowe
Mayor of City of Porterville
291 North Main Street
Porterville, CA 93257

RECEIVED

DEC 04

CITY OF PORTERVILLE
CITY MANAGER

Dear Mayor Stowe:

The Department of Water Resources and the State Water Resources Control Board are requesting an increase to the number of household connections from 720 to 800 to the City of Porterville (City) water system, prior to the completion of the East Porterville Emergency Water Supply Project – Phase 2 (Project). The construction of all facilities is estimated to be completed by June 2019.

According to Section A(7)(f) of Amendment No. 1 to the Project's Memorandum of Understanding (MOU), the estimated sustainable yield of Well C1 is 600 gallons per minute (gpm) and therefore will serve up to 720 households. Our current projections show that approximately 800 households will need to be connected by the end of 2017.

Our current plans are to drill two additional wells which would add more than 835 gpm of sustainable yield to the City's water supply, pending land acquisition by the City. Further, our calculations indicate that Well C1 is currently capable of producing 800 gpm in the interim, which can support a total of 960 households in the short term. It is our hope that the City will complete acquisition of the properties needed to drill the two additional wells in a timely manner to ensure that the City's water supply does not become stressed.

We look forward to hearing favorably from you and thank you for your continued support in providing safe drinking water to the residents of East Porterville.

Sincerely,


James Maughan, Assistant Deputy Director
Division of Financial Assistance

cc: See next page

DEPARTMENT OF WATER RESOURCES

SOUTH CENTRAL REGION OFFICE
3374 EAST SHIELDS AVENUE, ROOM 3
FRESNO, CA 93726-6913



January 18, 2018

Mr. Michael K. Reed
Public Works Director
City of Porterville
291 North Main Street
Porterville, California 93257

RECEIVED

JAN 22 2018

City of Porterville
Public Works Dept

Approval of Funding from Local Assistance Funds to the City of Porterville for the
County Areas Water Supply Project

Dear Mr. Reed:

Your request for funds to accomplish the city of Porterville's scope of work to connect drought-impacted households in seven Tulare County areas bounded by the city has been approved. The approved funding is not to exceed the amount of \$2,812,946.00. The term of the funding is from January 18, 2018, to December 31, 2019.

The purpose of this funding is for the city of Porterville to effectuate the connection of the drought-impacted homes in seven county areas to the city's water distribution system. The project comprises water main extensions, home connections, and well destructions. These homes have been identified as having private residential wells, and the homeowners have voluntarily elected to join the project. As part of their election to participate in the project, the homeowners have consented to having their groundwater wells destroyed.

A grant agreement is being developed and will be sent to you for approval. You are allowed to start incurring costs from January 18, 2018. No reimbursement will be issued until the contract agreement is executed.

If you have any questions or need additional information regarding the agreement, please contact Steve Doe by email at Steve.Doe@water.ca.gov or by phone at (559) 230-3348.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Faulkenberry".

Kevin Faulkenberry, Chief
South Central Region Office

Executive Department

State of California

EXECUTIVE ORDER B-40-17

WHEREAS California has endured a severe multi-year drought that has threatened the water supplies of communities and residents, devastated agricultural production in many areas, and harmed fish, animals and their environmental habitats; and

WHEREAS Californians responded to the drought by conserving water at unprecedented levels, reducing water use in communities by more than 22% between June 2015 and January 2017; and

WHEREAS the State Water Resources Control Board, the Department of Water Resources, the Department of Fish and Wildlife, the Office of Emergency Services, and many other state agencies worked cooperatively to manage and mitigate the effects of the drought on our communities, businesses, and the environment; and

WHEREAS the State provided 66,344,584 gallons of water to fill water tanks for communities suffering through drought-related water shortages, outages, or contamination, and provided emergency assistance to drill wells and connect communities to more robust water systems; and

WHEREAS the State took a number of important actions to preserve and protect fish and wildlife resources, including stream and species population monitoring, fish rescues and relocations, infrastructure improvements at trout and salmon hatcheries, and infrastructure to provide critical habitat for waterfowl and terrestrial animals; and

WHEREAS the State established a Statewide Water Efficiency and Enhancement Program for agricultural operations that provides financial assistance for the implementation of irrigation systems that save water; and

WHEREAS water content in California's mountain snowpack is 164 percent of the season average; and

WHEREAS Lake Oroville, the State Water Project's principal reservoir, is 101 percent of average, Lake Shasta, the federal Central Valley Project's largest reservoir, is at 110 percent of average, and the great majority of California's other major reservoirs are above normal storage levels; and

WHEREAS despite winter precipitation, the effects of the drought persist in areas of the Central Valley, including groundwater depletion and subsidence; and

WHEREAS our changing climate requires California to continue to adopt and adhere to permanent changes to use water more wisely and to prepare for more frequent and persistent periods of limited water supply; and

WHEREAS increasing long-term water conservation among Californians, improving water use efficiency within the State's communities and agricultural production, and strengthening local and regional drought planning are critical to California's resilience to drought and climate change.

NOW, THEREFORE, I, EDMUND G. BROWN JR., Governor of the State of California, in accordance with the authority vested in me by the Constitution and statutes of the State of California, do hereby **TERMINATE THE JANUARY 17, 2014 DROUGHT STATE OF EMERGENCY** for all counties in California except the Counties of Fresno, Kings, Tulare, and Tuolumne.

I FURTHER ORDER THAT:

1. The orders and provisions contained in my April 25, 2014 Emergency Proclamation, as well as Executive Orders B-26-14, B-28-14, B-29-15, and B-36-15 are rescinded.
2. The orders and provisions contained in Executive Order B-37-16, **Making Water Conservation a California Way of Life**, remain in full force and effect except as modified by this Executive Order.
3. As required by the State Emergency Plan and Government Code section 8607(f), the Office of Emergency Services, in coordination with other state agencies, shall produce an after-action report detailing the State's response to the drought and any lessons learned in carrying out that response.

MAINTAINING CONSERVATION AS A WAY OF LIFE

4. The State Water Resources Control Board (Water Board) shall continue development of permanent prohibitions on wasteful water use and requirements for reporting water use by urban water agencies, and to provide a bridge to those permanent requirements, shall maintain the existing emergency regulations until they expire as provided by the Water Code. Permanent restrictions shall prohibit wasteful practices such as:
 - Hosing off sidewalks, driveways and other hardscapes;
 - Washing automobiles with hoses not equipped with a shut-off nozzle;
 - Using non-recirculated water in a fountain or other decorative water feature;
 - Watering lawns in a manner that causes runoff, or within 48 hours after measurable precipitation; and
 - Irrigating ornamental turf on public street medians.
5. The Water Board shall rescind those portions of its existing emergency regulations that require a water supply stress test or mandatory conservation standard for urban water agencies.

6. The Department of Water Resources (Department) shall continue work with the Water Board to develop standards that urban water suppliers will use to set new urban water use efficiency targets as directed by Executive Order B-37-16. Upon enactment of legislation, the Water Board shall adopt urban water use efficiency standards that include indoor use, outdoor use, and leaks as well as performance measures for commercial, industrial, and institutional water use. The Department shall provide technical assistance and urban landscape area data to urban water suppliers for determining efficient outdoor use.
7. The Water Board and the Department shall continue to direct actions to minimize water system leaks that waste large amounts of water. The Water Board, after funding projects to address health and safety, shall use loans from the Drinking Water State Revolving Fund to prioritize local projects that reduce leaks and other water system losses.
8. The Water Board and the Department shall continue to take actions to direct urban and agricultural water suppliers to accelerate their data collection, improve water system management, and prioritize capital projects to reduce water waste. The California Public Utilities Commission is requested to work with investor-owned water utilities to accelerate work to minimize leaks.
9. The Water Board is further directed to work with state agencies and water suppliers to identify mechanisms that would encourage and facilitate the adoption of rate structures and other pricing mechanisms that promote water conservation.
10. All state agencies shall continue response activities that may be needed to manage the lingering drought impacts to people and wildlife. State agencies shall increase efforts at building drought resiliency for the future, including evaluating lessons learned from this current drought, completing efforts to modernize our infrastructure for drought and water supply reliability, and shall take actions to improve monitoring of native fish and wildlife populations using innovative science and technology.

CONTINUED DROUGHT RESPONSE IN FRESNO, KINGS, TULARE, AND TUOLUMNE COUNTIES

11. The Water Board will continue to prioritize new and amended safe drinking water permits that enhance water supply and reliability for community water systems facing water shortages or that expand service connections to include existing residences facing water shortages.
12. The Department and the Water Board will accelerate funding for local water supply enhancement projects and will continue to explore if any existing unspent funds can be repurposed to enable near-term water conservation projects.
13. The Water Board will continue to work with local agencies to identify communities that may run out of drinking water, and will provide technical and financial assistance to help these communities address drinking water

shortages. It will also identify emergency interconnections that exist among the State's public water systems that can help these threatened communities. The Department, the Water Board, the Office of Emergency Services, and the Office of Planning and Research will work with local agencies in implementing solutions to those water shortages.

14. For actions taken in the Counties of Fresno, Kings, Tulare, and Tuolumne pursuant to directives 11–13, the provisions of the Government Code and the Public Contract Code applicable to state contracts, including, but not limited to, advertising and competitive bidding requirements, as well as Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division, are hereby suspended. These suspensions apply to any actions taken by state agencies, and for actions taken by local agencies where the state agency with primary responsibility for implementing the directive concurs that local action is required, as well as for any necessary permits or approvals required to complete these actions.
15. California Disaster Assistance Act Funding is authorized until June 30, 2017 to provide emergency water to individuals and households who are currently enrolled in the emergency water tank program.
16. State departments shall commence all drought remediation projects in Fresno, Kings, Tulare, and Tuolumne Counties within one year of the date of this Executive Order.

This Executive Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 7th day of April 2017.


EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State





CITY COUNCIL AGENDA – AUGUST 20, 2019

SUBJECT: Phase 1 - Transit Service Modifications

SOURCE: Public Works

COMMENT: At the City Council meeting of July 2, 2019, the Council considered an agenda item covering staff's recommended strategies to improve the City's public transit system. Staff presented and proposed a phased approach intended to make Porterville Transit financially compliant with state and federal requirements, easier to understand and use, increased frequency and expansion, and new mobility on-demand services. It was staff's recommendation to conduct a Public Hearing regarding Phase 1 - Transit Modifications. Phase 1 proposed service hour reductions to address farebox recovery requirements and low-productivity night service. Council provided staff direction to proceed with a Public Hearing on July 16, 2019.

At the Council meeting of July 16, 2019, having conducted the Public Hearing and received comments in regards to the proposed service reductions, the Council continued its deliberations to its meeting of August 6, 2019, desiring further information in regards to the Tulare County Association of Government's (TCAG) draft Regional Transit Coordination Study and the City's plan to provide mobility on-demand services.

At the Council meeting of August 6, 2019, TCAG staff presented its draft Regional Transit Coordination Study, which recommends improved coordination and the formation of a regional joint powers authority. TCAG has scheduled a workshop at its meeting on August 19, 2019, for the Board of Directors to provide direction regarding Transit coordination and the potential formation of a transit joint powers authority.

Comments received from the Public Hearing and recommendations identified in both the short range transit plan and Regional Transit Coordination Study, staff is recommending to combine the first three phases into Phase 1 - Transit Service Modifications.

Phase 1 - Proposed transit service hour reduction to address Transit Development ACT (TDA) farebox recovery requirements and low-productivity service.

Phase 2 - Proposed Mobility on Demand Services will provide flexible and convenient transportation options, match demand and supply, extend efficiency, accessibility, mobility, and service area.

Phase 3 - Proposed replacement of low-productivity route segments with Mobility on Demand services.

According to TDA requirements, operators of general public transit within urbanized areas are required to achieve a farebox ratio (the ratio of revenue recovered from ticket/fare purchases, advertising, and other local sources to total operating expenses) of 20 percent (20%).

The following table represents the farebox ratio the City has achieved the past six (6) fiscal years, and have attached the corresponding calculations:

Prelim

<u>18-19</u>	<u>17-18</u>	<u>16-17</u>	<u>15-16</u>	<u>14-15</u>	<u>13-14</u>
20.01%	19.25%	19.87%	18.84%	24.74%	29.49%

Should the City fail to comply with the 20% standard, the following three (3) year penalty process is outlined as follows. The first fiscal year of non-compliance is a grace year and there is no change in eligibility. The second fiscal year of non-compliance is no change in eligibility, but the year is the determination year, which means TCAG will calculate the audited amount of the difference between the required and actual fare revenue to operating cost ratio as reported in the compliance audit for the fiscal year for which the required ratio was not met. Should the City fail to comply with the required farebox ratio again in the succeeding third fiscal year, the calculated difference will determine how much State Transit Assistance (STA) money it might lose. The third fiscal year of non-compliance is the penalty year, and the City has three options to consider: 1) request from TCAG a temporary farebox ratio reduction; 2) supplement the difference with local monies (General Fund or Measure I); or 3) State Transit Assistance (STA) money is reduced by the difference between the required and actual fare revenue to operating cost ratio. Should the City be in non-compliance for two (2) consecutive years, TCAG staff recommend a temporary farebox ratio reduction rather than supplementing the difference with local monies or a reduction in STA funds. As an example, both the Cities of Tulare and Visalia have requested a temporary farebox ratio reduction in the recent past.

For fiscal year 2016-2017, TCAG made the determination that the City complied with the 20% farebox standard, but did not comply in fiscal year 2017-2018. This first fiscal year of non-compliance is the grace year and there is no change in eligibility. Based on preliminary figures, the City will once again comply with the 20% standard in fiscal year 2018-2019, due in large part to TCAG recently determining to again consider Measure R Transit funds as a local revenue source in the farebox calculation.

Additionally, SB 508 states that as a requirement to receive STA funds for operating purposes, according to Public Utilities Code section 99314.6, the transit operator's total operating cost per revenue hour must be maintained at or less than the previous year's cost, as adjusted by the CPI. SB 508 provides a sliding scale or proportional approach to penalizing the City. As an example, should the City

exceed their required cost per hour target by 10 percent (10%), then 10% of the City's STA funds could be withheld from operations.

Complicating the City's ability to comply with TDA and STA funding requirements is the increase in cost of operations due to the minimum wage order that went into effect on January 1, 2017. As the Council is aware, from January 1, 2017 to January 1, 2022, the minimum wage increases from \$10.50 per hour to \$15.00.

Staff's recommendation for Phase 1, service hour reduction, is based on the decline of ridership, an average decline of 3 percent (3%) the past three (3) years, the increasing cost of operations, and the shift from a service to maximize ridership to a service that provides lifeline or minimal service to everyone in the community. Staff's Phase 1 reduction and the Council's direction to provide on-demand service to supplement the core fixed route is often referred to as the ridership vs coverage. Based on comments received during the Public Hearing and Council's direction, staff analyzed the use of on-demand services to provide minimal service to everyone in the community.

Staff's recommendation for Phase 2, On-Demand Service, or microtransit, offers flexible routing and/or flexible scheduling of a minibuss vehicle. Microtransit providers build routes to match demand and supply and extend the efficiency and accessibility of the transit service. Possible pick-up/drop-off stops are restricted (usually within a geofenced area), and transit can provide either as a stop-to-stop service or curb-to-curb service. Conceptually, microtransit fits somewhere between the private individual transportation (Uber and Lyft) and public mass transit.

Riders within microtransit zones will be able to request a ride from one of four ways: 1) through the web application and receiving SMS updates about the ride's status; 2) through a microtransit mobile application directly on the rider's mobile device; 3) by calling the dispatch office and manually booking a ride over the phone; or 4) by hailing a microtransit vehicle at a designated pickup location and manually booking the ride.

When a rider books through the app, the service zone is displayed to them on the map. Riders can book vehicles with wheelchair access as needed when scheduling a ride. Microtransit can take riders directly to where they need to go, or to a fixed-route bus stop to continue their journey. Rides can be booked in real time or in advance. Estimated arrival times and ride updates will be accessible to riders through the mobile app, web app, or via SMS so they can plan their journey accordingly.

Payment for rides is done in a way that is convenient for the rider and the agency. Unbanked riders can pay with a preloaded smart card or on the vehicle with cash. Riders will be charged the fare set by the City.

Staff received microtransit proposals from three (3) vendors, TransLoc, RouteMatch, and Ecolane. Staff determined that TransLoc provided the

recommended service for the lowest overall cost. TransLoc's proposal is attached for Council's review.

Staff recommends entering into a one (1) year Agreement with TransLoc to provide the microtransit software, for a one (1) year pilot program. TransLoc's Program Launch Service cost is a one-time fee of \$15,000 and a monthly service of \$450 per vehicle per month. Staff estimates to use eight (8) vehicles for the yearlong pilot. Staff recommends the microtransit service be branded as TransPort.

Staff is also requesting authorization to purchase the following equipment that is required to provide a fully functional TransPort service; Eight (8) Apple iPad's, twelve (12) HiNT tablet docking stations, twelve (12) cellular network Cradlepoint router hardware, eight (8) Genfare Fast Fare-e fare systems, and eight (8) monthly Verizon cellular network services. The Genfare Fast Fare-e equipment will allow the current fare solution to be provided on the TransPort service, allowing customers to purchase ride's through the web application, mobile app, or load money on a smart card.

The following table represents the estimated capital cost to provide the TransPort service:

Genfare	Fast Fare-e Fare System	\$39,050.32
Cradlepoint	Modem, Router, Antenna	\$18,892.69
Hint	Tablet Docking Station	\$9,085.23
Apple	Apple iPad	\$2,185.00
Total		\$69,213.24

Annual operational cost is estimated on the table below:

TransLoc	Program Launch Services and vehicle licensing	\$57,000.00
Verizon	Service Fee	\$3,360.00
Operations (M-F)	6:00 am - 11:00 pm	\$250,000.00
Operations (Sat/Sun)	8:00 am - 8:00 pm	\$100,000.00
Total		\$410,360.00

Staff preliminarily recommends a single ride fare of \$4.00 per person per trip, but will seek Council adoption of the fare prior to the implementation of the microtransit system.

TransPort will be designed to provide service in zones. Zones will be created to supplement service from low-productivity routes 7 and 8, new areas such as the Sports Complex and Strathmore, and provide evening service when fixed route service ends. Staff will work with TransLoc to create zones that are focused on

efficiency, cost-effectiveness, and improved rider experience. TransPort service will be designed as a curb-to-curb service. However, if a rider starts or ends a trip outside a zone, the TransPort service will take you to the nearest bus stop where the rider can connect to the existing route system.

Based on the comments received during the Public Hearing, coordination with County service, the draft Regional Transit Coordination Study, and Council's discussions, it is staff's recommendation to eliminate low-productivity routes 7 and 8 (Phase 3), reduce hourly route service for route 9 to every two hours, and reduce fixed route service hours to the following in tandem with the implementation of the microtransit service:

	Weekday	Saturday	Sunday
Current Service	6:00 am - 10:40 pm	8:00 am - 10:40 pm	8:00 am - 6:00 pm
Proposed Service	6:00 am - 9:20 pm	8:00 am - 7:10 pm	8:00 am - 7:10 pm

Staff's recommendation for Phase 3, replacement of low-productivity routes with on-demand services, would eliminate Routes 7 and 8, which currently operate at one-half of the frequency of the other routes, are the least productive in the system by a significant margin. Route 7 productivity performance is 44% below the system average, and Route 8 was 32% below the average. The key performance measure for productivity for Porterville Transit routes is 15 passengers per hour. Routes 7 and 8 average 6 passengers per hour. The elimination of both Routes 7 and 8 were recommendations in the short range transit plan and Regional Coordination Study.

Due to the decrease in Federal Transit Administration (FTA) Section 5311 funding, the City is funding more than 60% of the cost of operations to operate Route 9. The Tule River Tribe of California is preparing to start a Tribal Transit service and the frequency of Route 9 will no longer be needed. The Tule River Tribe of California is also considering changing the farebox agreement with the City to only pay the fare for tribal residents. If approved, staff anticipates a significant reduction in ridership for Route 9. With these planned changes, it is staff's recommendation to reduce the hourly service to every two (2) hours for Route 9.

Staff estimates that the updated Phase 1 - Transit Service Modifications will reduce approximately 16,000 annual service hours and reduction in operating costs by \$500,000. Staff anticipates that the transit service modifications will fully fund the new On-Demand services, operate transit services efficiently, and improve mobility with our service area.

Depending upon Council's direction on the authorization to purchase electric passenger vans, the new TransPort service is projected to begin in January 2020. This will allow staff sufficient time to purchase the equipment, design and market the new TransPort service.

It is staff's recommendation to use Local Transportation Funds (LTF), which have

been budgeted for this fiscal year, to purchase the equipment. Operating expenses will be funded by the annual operating budget for this fiscal year.

RECOMMENDATION: That the City Council authorize the following Phase 1 - Transit Service Modifications:

- 1) Eliminate Fixed Route's 7 and 8;
- 2) Reduce Route 9 service from every hour to every two (2) hours;
- 3) Reduce Weekday Service from 6:00 am to 11:00 pm, to 6:00 am to 9:20 pm;
- 4) Reduce Saturday Service from 8:00 am to 11:00 pm, to 8:00 am to 7:10 pm;
- 5) Increase Sunday Service from 8:00 am to 6:00 pm, to 8:00 am to 7:10 pm;
- 6) Enter into an Agreement with TransLoc for a one (1) year pilot;
- 7) Authorize staff to purchase the required TransLoc Program Launch Service and required equipment; and
- 8) Authorize the Phase 1 - Transit Service Modifications to start once the TransPort microtransit service has been designed and marketed, with an estimated start date of January 2020.

ATTACHMENTS:

1. Staff Report - July 2 2019
2. Staff Report - July 16 2019
3. Staff Report - August 6 2019
4. Transit Fare Box Ratio Calculations
5. Genfare Fast Fare-e Proposal
6. HiNT Tablet Mount Proposal
7. SHI Cradlepoint Proposal
8. TransLoc Proposal - 8.13.19

Appropriated/Funded: JR for MB

Review By:

Department Director:

Michael Knight, Deputy Public Works Director/Field Services Manager

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JULY 2, 2019

SUBJECT: Intent to Schedule a Public Hearing for Phase 1 - Transit Service Modifications

SOURCE: Public Works

COMMENT: On November 6, 2018, the City Council adopted the Short Range Transit Plan (SRTP) prepared by Tulare County Association of Governments (TCAG). The SRTP detailed several recommendations for improvements to the City's Transit System including fixed route and paratransit services over the next five years. The five-year service plan proposes significant network restructuring intended to make Porterville Transit simpler to understand and easier to use, with fewer routes covering generally longer alignments that offer more one-seat ride opportunities between origins and destinations across the service area.

Transit staff has analyzed the SRTP recommendations to develop strategies to systematically bring service changes to Council. The magnitude of the transit service modifications that staff anticipates bringing to Council over the next year requires a comprehensive look at segments of the service and a phased approach to adequately address work that goes into making these modifications including: route testing, bus stop relocation, new bus stop signage and schedules, feedback from operations staff, and conducting public outreach.

Phase 1 - Proposed transit service hour reduction will address Transit Development Act (TDA) farebox recovery requirements and low-productivity night service.

Phase 2 - Proposed Mobility on Demand Services will provide flexible and convenient transportation options, match demand and supply, extend efficiency, accessibility, mobility, and service area.

Phase 3 - Proposed Replacement of low-productivity route segments with Mobility on Demand services.

Phase 4 - Proposed fare adjustments to sustain public transit services to the community.

Phase 5 - Proposed system-wide service frequency increase to 30 minutes.

Phase 6 - Proposed service expansion.

It is staff's recommendation to hold a public hearing to seek comments from the public regarding the proposed Phase 1 of transit service modifications that will

impact both the fixed route and paratransit services. Staff recommends the following service changes:

<u>Service</u>	<u>Current Schedule</u>	<u>New Schedule</u>	<u>Effective</u>
Weekday	6:00 am - 11:00 pm	6:00 am - 8:00 pm	August 1, 2019
Saturday	8:00 am - 11:00 pm	8:00 am - 8:00 pm	August 1, 2019
Sunday	8:00 am - 6:00 pm	8:00 am - 6:00 pm	No Changes

Fixed Route

The fixed route key performance indicator for service effectiveness is measured by the average number of passengers per revenue hour. The standard for Fixed Route Service Effectiveness is 15 passengers per hour. The SRTP reported that the current average passenger per hour for fixed route service is 13 and reduces to 7 passengers after 7:00 pm. Staff has estimated that the proposed service changes to fixed route will reduce approximately 7,500 annual service hours, saving an estimated \$200,000 in operating and maintenance costs.

Paratransit (Dial-A-COLT)

The paratransit key performance indicator for service effectiveness is also measured by the average number of passengers per revenue hours. The standard for Paratransit Service Effectiveness is 3 passengers per hour. The SRTP reported that the current average passenger per hour for paratransit service is 4.2 and reduces to 2 passengers after 7:00 pm. Staff has estimated that the proposed service changes to paratransit will reduce approximately 950 annual service hours, saving an estimated \$19,000 in operating and maintenance costs.

RECOMMENDATION: That the city Council:

1. Schedule a Public Hearing for July 16, 2019, to allow for public comments and to consider phase 1 transit service modifications; and
2. Direct the City Clerk to notice the Public Hearing.

ATTACHMENTS: 1. Public Notice For Phase 1 - Transit Service Modifications

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: Patrice Hildreth, Administrative Services Dir



CITY COUNCIL AGENDA – JULY 16, 2019

SUBJECT: Phase 1 - Transit Service Modifications

SOURCE: Public Works

COMMENT: At the City Council meeting of July 2, 2019, staff scheduled an agenda item covering staff's recommended strategies to improve the City's public transit system. Staff presented and proposed a phased approach intended to make Porterville Transit financially compliant with state and federal requirements, easier to understand and use, increased frequency and expansion, and new mobility on demand services. After such review, the Council directed staff to proceed with a Public Hearing to implement the following Phase 1 Transit Service Modifications proposed to be effective August 1, 2019:

Phase 1 - Proposed transit service hour reduction to address Transit Development Act (TDA) farebox recovery requirements and low-productivity night service:

- Reduced Weekday service (Monday - Friday) from 6:00 a.m. to 11:00 p.m. to 6:00 am to 8:00 p.m., and;

- Reduced Saturday service from 8:00 a.m. to 11:00 p.m. to 8:00 a.m. to 8:00 p.m.

The American with Disabilities Act (ADA) requires public transit agencies that provide fixed route service to provide "complementary paratransit" service to people with disabilities who cannot use the fixed route bus because of a disability. In general, ADA complementary paratransit service must be provided within 3/4-mile of a bus route, at the same hours and days, for no more than twice the regular fixed route fare. Therefore, the proposed transit service modifications will impact all nine (9) fixed routes and the complementary paratransit (Dial-A-Ride) service.

A fixed route key performance indicator for service effectiveness is measured by the average number of passengers per revenue hour. The standard for fixed route service effectiveness is 15 passengers per hour. Currently, fixed route averages fifteen (15) passengers per hour between the hours of 7:00 a.m. to 5:00 p.m. From the hours between 6:00 p.m to 8:00 p.m. fixed route averages ten (10) passengers per hour, and from 8:00 p.m. to 11:00 p.m. the average passenger per hour is less than seven (7).

The standard for paratransit service effectiveness is three (3) passengers per

revenue hour. The current average passenger per revenue hour is 4.2, and reduces to two (2) passengers after 7:00 pm.

The following table represents the current transit service hours for the Cities of Porterville, Visalia, Tulare, and County of Tulare:

<u>Agency</u>	<u>Weekday</u>	<u>Saturday</u>	<u>Sunday</u>
Porterville	6:00 am - 10:40 pm	8:00 am - 10:40 pm	8:00 am - 6:00 pm
Visalia	6:00 am - 10:00 pm	8:00 am - 7:00 pm	8:00 am - 7:00 pm
Tulare	6:15 am - 9:15 pm	8:15 am - 6:30 pm	8:15 am - 6:30 pm
County	5:25 am - 7:53 pm	9:45 am - 6:40 pm	9:45 am - 6:40 pm

The following table represents staff's proposed changes to transit service hours:

<u>Agency</u>	<u>Weekday</u>	<u>Saturday</u>	<u>Sunday</u>
Porterville	6:00 am - 8:00 pm	8:00 am - 8:00 pm	8:00 am - 6:00 pm
Visalia	6:00 am - 10:00 pm	8:00 am - 7:00 pm	8:00 am - 7:00 pm
Tulare	6:15 am - 9:15 pm	8:15 am - 6:30 pm	8:15 am - 6:30 pm
County	5:25 am - 7:53 pm	9:45 am - 6:40 pm	9:45 am - 6:40 pm

The draft Regional Transit Coordination Study proposes the following changes to transit service hours:

<u>Agency</u>	<u>Weekday</u>	<u>Saturday</u>	<u>Sunday</u>
Porterville	6:00 am - 9:00 pm	8:00 am - 6:00 pm	8:00 am - 6:00 pm
Visalia	6:00 am - 9:00 pm	8:00 am - 6:00 pm	8:00 am - 6:00 pm
Tulare	6:15 am - 8:15 pm	8:15 am - 6:30 pm	8:15 am - 6:30 pm
County	5:25 am - 7:53 pm	9:45 am - 6:40 pm	9:45 am - 6:40 pm

Staff estimates that the service reduction, for both fixed route and paratransit, will reduce approximately 8,450 annual service hours and reduce operating expenses by \$219,000.

As a requirement of Section 5307 Federal guidelines, the City is required to have a process for soliciting and considering public comment prior to increasing fares or implementing major service reductions. In addition to publishing the Public Notice as prescribed by law, staff has also posted notice of the proposed changes at the Transit Center, on all buses, and at every bus stop.

RECOMMENDATION: That the City Council conduct the required Public Hearing, and after consideration of any comments regarding these matters, direct staff to implement Phase 1 modifications to the City's Public Transit System effective August 1, 2019, as follows:

- A. Reduced Weekday service (Monday - Friday) from 6:00 am to 11:00 pm to 6:00 am to 8:00 pm; and
- B. Reduced Saturday service from 8:00 am to 11:00 pm to 8:00

am to 8:00 pm.

ATTACHMENTS: 1. Staff Report - July 2, 2019
 2. Public Notice

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Assistant City Engineer

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – AUGUST 6, 2019

SUBJECT: Phase 1 - Transit Service Modifications

SOURCE: Public Works

COMMENT: At the City Council meeting of July 2, 2019, staff scheduled an agenda item covering staff's recommended strategies to improve the City's public transit system. Staff presented and proposed a phased approach intended to make Porterville Transit financially compliant with state and federal requirements, easier to understand and use, increased frequency and expansion, and new mobility on demand services. After such review, the Council directed staff to proceed with a Public Hearing to be scheduled for July 16, 2019, to consider implementing the following Phase 1 Transit Service Modifications proposed to be effective August 1, 2019:

Phase 1 - Proposed transit service hour reduction to address Transit Development Act (TDA) farebox recovery requirements and low-productivity night service:

- Reduced Weekday service (Monday - Friday) from 6:00 a.m. to 11:00 p.m. to 6:00 am to 8:00 p.m., and;

- Reduced Saturday service from 8:00 a.m. to 11:00 p.m. to 8:00 a.m. to 8:00 p.m.

The American with Disabilities Act (ADA) requires public transit agencies that provide fixed route service to provide "complementary paratransit" service to people with disabilities who cannot use the fixed route bus because of a disability. In general, ADA complementary paratransit service must be provided within 3/4-mile of a bus route, at the same hours and days, for no more than twice the regular fixed route fare. Therefore, the proposed transit service modifications will impact all nine (9) fixed routes and the complementary paratransit (Dial-A-Ride) service.

A fixed route key performance indicator for service effectiveness is measured by the average number of passengers per revenue hour. The standard for fixed route service effectiveness is 15 passengers per hour. Currently, fixed route averages fifteen (15) passengers per hour between the hours of 7:00 a.m. to 5:00 p.m. From the hours between 6:00 p.m to 8:00 p.m. fixed route averages ten (10) passengers per hour, and from 8:00 p.m. to 11:00 p.m. the average passenger per hour is less than seven (7).

The standard for paratransit service effectiveness is three (3) passengers per revenue hour. The current average passenger per revenue hour is 4.2, and reduces to two (2) passengers after 7:00 pm.

The following table represents the current transit service hours for the Cities of Porterville, Visalia, Tulare, and County of Tulare:

<u>Agency</u>	<u>Weekday</u>	<u>Saturday</u>	<u>Sunday</u>
Porterville	6:00 am - 10:40 pm	8:00 am - 10:40 pm	8:00 am - 6:00 pm
Visalia	6:00 am - 10:00 pm	8:00 am - 7:00 pm	8:00 am - 7:00 pm
Tulare	6:15 am - 9:15 pm	8:15 am - 6:30 pm	8:15 am - 6:30 pm
County	5:25 am - 7:53 pm	9:45 am - 6:40 pm	9:45 am - 6:40 pm

The following table represents staff's proposed changes to transit service hours:

<u>Agency</u>	<u>Weekday</u>	<u>Saturday</u>	<u>Sunday</u>
Porterville	6:00 am - 8:00 pm	8:00 am - 8:00 pm	8:00 am - 6:00 pm
Visalia	6:00 am - 10:00 pm	8:00 am - 7:00 pm	8:00 am - 7:00 pm
Tulare	6:15 am - 9:15 pm	8:15 am - 6:30 pm	8:15 am - 6:30 pm
County	5:25 am - 7:53 pm	9:45 am - 6:40 pm	9:45 am - 6:40 pm

The draft Regional Transit Coordination Study by the Tulare County Association of Governments (TCAG) proposes the following changes to transit service hours:

<u>Agency</u>	<u>Weekday</u>	<u>Saturday</u>	<u>Sunday</u>
Porterville	6:00 am - 9:00 pm	8:00 am - 6:00 pm	8:00 am - 6:00 pm
Visalia	6:00 am - 9:00 pm	8:00 am - 6:00 pm	8:00 am - 6:00 pm
Tulare	6:15 am - 8:15 pm	8:15 am - 6:30 pm	8:15 am - 6:30 pm
County	5:25 am - 7:53 pm	9:45 am - 6:40 pm	9:45 am - 6:40 pm

Staff estimates that the service reduction, for both fixed route and paratransit, will reduce approximately 8,450 annual service hours and reduce operating expenses by \$219,000.

At its meeting of July 16, 2019, having conducted the Public Hearing and received comments in regards to the proposed service reductions, the Council continued its deliberations to its meeting of August 6, 2019, desiring further information in regards to TCAG's draft study and the City's plan to provide mobility on demand services. At the Council's August 6th meeting, TCAG staff will present on its draft study and receive comments from the Council in regards to the study's recommendations in improved coordination and the formation of a regional joint powers authority, which has been provided as an attachment for Council's reference. Staff is still working to define the plan for anticipated mobility on demand services, which staff requests the Council to continue its deliberations to the meeting of August 20, 2019.

RECOMMENDATION: That the City Council, having conducted the Public Hearing on July 16, 2019, consider the information presented by TCAG staff on the draft Regional Transit Coordination study, and continue its deliberations to implement Phase 1 modifications to the City's Public Transit System to its meeting of August 20, 2019.

ATTACHMENTS:

1. TCAG Draft Regional Transit Coordination Study
2. TCAG Draft Regional Transit Coordination Study - TDA Funds Recommendations
3. Staff Report - July 2, 2019
4. Staff Report - July 16, 2019

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Assistant City Engineer

Final Approver: John Lollis, City Manager

Porterville Transit
Farebox Ratio

		(Preliminary) 18-19	17-18	16-17	15-16	14-15	13-14
Transit Ticket Sales	20-4896	542,511.63	568,579.23	545,804.59	534,697.43	531,393.55	576,760.22
Advertisements	20-4891	89,115.10	97,567.56	92,608.31	86,273.96		
Measure R	20-4502	157,000.00				120,250.00	105,000.00
Indian Gaming Grant	20-4516						62,271.00
		788,626.73	666,146.79	638,412.90	620,971.39	651,643.55	744,031.22
Total Operating Expenses		4,006,980.59	4,960,092.00	4,647,938.00	4,525,647.00	3,312,505.00	3,124,168.00
Less Depreciation			(918,365.00)	(852,534.00)	(835,056.00)	(678,461.00)	(601,162.00)
Less Exclusions/Exemptions:							
Expansion			(498,062.62)	(496,034.10)	(394,124.25)		
Ridesharing - Calvans		(65,600.00)	(83,600.00)	(86,000.00)			
		3,941,380.59	3,460,064.38	3,213,369.90	3,296,466.75	2,634,044.00	2,523,006.00
Fare Box Ratio		20.01%	19.25%	19.87%	18.84%	24.74%	29.49%

Sales Quotation

Sold-To-Party

City of Porterville
 291 N Main St
 Porterville CA 93257

Ship-To-Party

City of Porterville
 555 N. Prospect
 Porterville CA 93257

Information

Sales Quote No. 5025647
Document Date 08/12/2019
Customer No. 557
Currency USD
Contact Name Richard Tree
Phone 559-782-7448
FAX 559-781-6437
EMAIL rtree@ci.porterville.ca.us
Validity Start Date 08/12/2019
Validity End Date 11/12/2019
Req Ship Date 08/12/2019

End User

City of Porterville
 291 N Main St
 Porterville CA 93257

Item	Material	Quantity	Price	Amount
10	D29000-0006 G/A FAST FARE-e(SMCRD RDR,BCODE,SWP,WiF) Delivery date: 09/26/2019	8 EA	4,200.00 USD	33,600.00
20	D22832-0001 S/A OCU, 30 BUTTON Delivery date: 09/26/2019	8 EA	0.00	
30	LICENSE FF-e Integration Delivery date: 09/11/2019	8 EA	125.00 USD	1,000.00
40	C29447-0001 KIT, HANDRAIL, MOUNTING, FFe Delivery date: 09/26/2019	8 EA	113.00 USD	904.00
50	FREIGHT Freight Delivery date: 08/12/2019	1 EA	240.00 USD	240.00
Gross Value:				35,744.00
Total Tax:				

Signature: _____ **Date:** 08/12/2019

Sales Representative: Daniel Gorey
Email:

Phone:

Genfare Price Quotation Summary Terms & Conditions: All prices are valid for 90 days from the Document Date unless otherwise noted above. Delivery will be made within 120 After Receipt of Order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges unless specifically listed. Regardless of any taxes included above, applicable taxes due are determined as of the date of sale. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.

Sales Quotation

Sold-To-Party

City of Porterville
 291 N Main St
 Porterville CA 93257

Ship-To-Party

City of Porterville
 555 N. Prospect
 Porterville CA 93257

Information

Sales Quote No. 5025647
Document Date 08/12/2019
Customer No. 557
Currency USD
Contact Name Richard Tree
Phone 559-782-7448
FAX 559-781-6437
EMAIL rtree@ci.porterville.ca.us
Validity Start Date 08/12/2019
Validity End Date 11/12/2019
Req Ship Date 08/12/2019

End User

City of Porterville
 291 N Main St
 Porterville CA 93257

Final Amount:

35,744.00

Signature: _____ **Date:** 08/12/2019

Sales Representative: Daniel Gorey
Email:

Phone:

Genfare Price Quotation Summary Terms & Conditions: All prices are valid for 90 days from the Document Date unless otherwise noted above. Delivery will be made within 120 After Receipt of Order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges unless specifically listed. Regardless of any taxes included above, applicable taxes due are determined as of the date of sale. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.

TERMS AND CONDITIONS OF SALE

1. GENERAL. Unless otherwise agreed in writing by Genfare, the Quotation, these Terms and Conditions of Sale (including the attached Warranty), the Order Acknowledgment (if issued) and the Software License (for any licensed Software), constitute the entire agreement between Genfare and Customer (the "Agreement") and are the exclusive terms and conditions governing the underlying order and shall apply in precedence over any such other terms and conditions, or otherwise under any applicable law. The Software is licensed to Customer under the Genfare Software License in effect at the time of purchase of such Software. Genfare's Services Agreement shall be the sole document governing any Software subscriptions purchased by Customer from Genfare. ANY ADDITIONAL OR INCONSISTENT TERMS OR CONDITIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER ARE OBJECTED TO BY GENFARE AND SHALL NOT BE EFFECTIVE OR BINDING AS TO GENFARE UNLESS AGREED TO IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF GENFARE. Genfare shall sell to Customer, and Customer shall purchase from Genfare, the equipment identified in the Quotation (the "Equipment") and a license to certain software identified in the Quotation or embedded in the Equipment (the "Software") in accordance with the Agreement (the Equipment and Software collectively referred to as the "Products"). Genfare accepts Customer's purchase orders for Products and agrees to deliver the Products to Customer only on the terms of the Agreement. Genfare's acceptance of Customer's purchase order is expressly made conditional on Customer's assent to the Agreement. No variation of the Agreement shall be binding unless agreed to in writing by authorized representatives of Genfare and Customer. The following provisions of these Terms and Conditions of Sale shall survive termination of the Agreement for whatever reason: Sections 1, 3, 6, 7, 8, 9, 11, 12, 15 and 16.

2. SHIPPING & INSURANCE. Genfare shall arrange shipping and insurance and shall bill Customer for the Products with the shipping and insurance costs as separate items, on an invoice ("Invoice"). Subject to other provisions of the Agreement, Genfare shall ship the Products to Customer on the agreed upon Shipping Date.

3. TERMS OF PAYMENT. Genfare may require certain payments to be made prior to delivery of Products or other services. Notwithstanding the preceding sentence, Customer shall pay for all Products, fees, shipping, insurance, and where agreed, all duties and taxes net 30 days from date of Invoice. However, if the parties have agreed that the Products are to be installed by Genfare, Customer shall pay 90% of the total cost of each Product upon shipping of the Product and 10% upon installation of the Product. All services are invoiced at 100%. If Customer fails to pay any Invoice when due, Genfare may, without prejudice to any other remedy, postpone shipments, alter payment terms, terminate the Agreement and charge interest on all overdue amounts at the rate of 1.5% per month compounded monthly (or if less, the maximum rate allowed by law). Upon demand, Customer shall pay all such interest charges and all reasonable collection fees, including reasonable legal expenses.

4. TRANSFER OF TITLE AND RISK OF LOSS; DELIVERY. All products will be shipped FOB Destination. Risk of loss and title to all Products shall pass to Customer, free of encumbrances, at the time of delivery to Customer's destination. Genfare will endeavor to meet any estimated or firm delivery dates requested by Customer, but shall not be liable in damages or otherwise, nor shall Customer be relieved of performance under the Agreement, because of failure to meet them.

5. CHANGES TO SPECIFICATIONS. Genfare may, without notice to Customer, make changes to the specifications of the Products which do not materially affect the quality or performance of the Products.

6. ACCEPTANCE, RETURNS AND EXCHANGES. The Products and services shall be deemed accepted, and any attempt by Customer to reject an order or shipment of Products shall be waived and not enforceable, unless: (i) Customer has promptly inspected the Products and services, and written notice from Customer of any defect has been received by Genfare within thirty (30) days following any delivery of Products or performance of services. The return of defective Products is covered by the Warranty as described in Attachment A.

Return/Exchange Procedures. Customer may only return a Product which is not defective if: (a) the Product does not correspond to the Products ordered in the Agreement (a "Return"), or (b) the Product has been ordered in error by the Customer and Genfare has granted written permission to Customer to remedy its mistake by ordering the correct equipment or software and returning the Product (an "Exchange"). The party liable for all shipping, insurance and any other expenses incurred by Customer in returning the Product pursuant to the preceding sentence and for all loss or damage to the Product until received by Genfare, shall be Genfare for Returns and Customer for Exchanges. If Customer returns the Product in accordance with these Procedures in an undamaged condition, in the original configuration and, where appropriate, in the original packing, before the later of: (i) 21 days after the date of the Invoice for that Product; and (ii) the date of substantial completion of installation of the Product by Genfare, Genfare shall: (A) for Returns, issue a credit to Customer for the full Invoice price of the returned Product; or (B) for Exchanges, issue a credit to Customer for the full Invoice price of the returned Product less: (I) a restocking fee of 25% of the Invoice price; and (II) the original shipping and insurance cost as shown on the Invoice. If Customer does not comply with the Procedures in this Section for Returns and Exchanges, Customer shall pay the full amount of the Invoice.

7. CUSTOMER POSTPONEMENT OF SCHEDULED SHIPPING DATE. If Genfare receives a request from Customer to delay the Shipping Date (a) 30 days or more prior to the Shipping Date, Genfare may postpone the Shipping Date and may charge Customer 2% of the net Agreement total for each full or partial month the Shipping Date is delayed or (b) less than 30 days prior to the Shipping Date, Genfare may treat the Agreement as canceled and may bill Customer in accordance with the provisions of Section 8.

8. CANCELLATION. If Customer cancels an Agreement before the

Shipping Date, Genfare may charge Customer a cancellation charge calculated by multiplying the following applicable percentage by the Agreement total (as shown on the Quotation/Order Acknowledgment): (a) if cancelled 40 business days or more before Shipping Date, the applicable percentage is 25%, and (b) if cancelled 39 business days or less before Shipping Date, the applicable percentage is 50%. In addition to the applicable percentage charge, if Customer cancels all or part of the order without cause, Customer will reimburse Genfare for (i) Genfare's expenses incurred to fulfill the order through the cancellation date, including, without limitation, materials and labor. If Customer's order includes special order Products or vendor Products, Genfare may also charge, in addition to the other amounts set forth in this Section 8, (A) for special order Products, 100% of the amount shown on the Quotation/Order Acknowledgment for that Product; and (B) for vendor Products, the lesser of 100% of the cost to Genfare of vendor Product; or, if the vendor accepts the return of its Product the restocking charge levied by the vendor. Customer shall pay all cancellation charges within 30 days of receipt of Invoice.

9. FORCE MAJEURE. To the extent that either party is not able to perform an obligation under this Agreement due to fire, flood, acts of God, severe weather conditions, strikes or labor disputes, war or other violence, acts of terrorism, any law or order of any governmental agency, or other cause beyond that party's reasonable control ("Force Majeure"), that party may be excused from such performance so long as such party provides the other party with prompt written notice describing the condition and takes reasonable steps to avoid or remove such causes of nonperformance and promptly continues performance whenever and to the extent such causes are removed.

10. INSTALLATION. If installation is purchased, Customer shall complete all of the action necessary to prepare Customer's premises for the installation of Products prior to the scheduled installation date. If Customer complies with the preceding sentence, Genfare's authorized technicians shall commence the installation of Products on the scheduled installation date. Genfare may invoice Customer for an amount in addition to the installation charge specified on the Quotation/Order Acknowledgment if Genfare incurs additional installation costs as a result of Customer's failure to have the site, other manufacturers' equipment or Products ready for Genfare's technicians on the scheduled installation date.

11. WARRANTY. All Products are covered by Genfare's Standard

Warranty as described in Attachment A attached hereto and incorporated herein.

12. WAIVER OF CONSEQUENTIAL DAMAGES; LIMITATION OF LIABILITY. Notwithstanding anything in this Agreement to the contrary, to the fullest extent permitted by applicable law, Genfare will not be liable for damages related to any business interruption or loss of profit, increased operating costs, anticipated savings, data, contract, goodwill or the like or for incidental, special, indirect or consequential damages of any nature under any theory of relief, including, without limitation, breach of warranty, breach of contract, tort (including negligence), and strict liability, arising out of or related to Seller's acts or omissions. Under no circumstances shall Genfare's liability to Customer exceed the contract price for the specific goods and services upon which such liability is based. Any action for breach of contract or otherwise must be commenced within one (1) year after the cause of action has accrued.

13. INDEMNIFICATION. Genfare agrees to indemnify and hold harmless Customer, its elected and appointed officers and employees, from and against any and all claims, demands, defense costs, liability or damages brought by third parties and to the extent arising solely from: (a) personal injury or property damage resulting directly from Genfare's (or Genfare's subcontractors, if any), negligent acts, errors or omissions or willful misconduct or (b) any actual infringement by Genfare of a patent, trademark, copyright, trade secret or other intellectual or proprietary rights regarding the Products (except to the extent resulting from Customer's combination of Genfare's products with other products or services not provided by Genfare). Notwithstanding the foregoing, there shall be no indemnification hereunder by Genfare as to any losses caused by the negligence or fault of Customer or any of its officers, employees or agents. If Customer shall claim indemnification hereunder, Customer shall notify Genfare in writing of the basis for such claim or demand setting forth the nature of the claim or demand in reasonable detail. Genfare agrees to assume the defense of any such claim and to defend the same at Genfare's expense. The parties agree to reasonably cooperate with each other on any such claims. If the Customer desires to participate in the defense, then Customer shall have the right to do so through counsel of its own choosing, provided that Customer will be responsible for all of its costs in so doing.

14. INSURANCE. Genfare shall maintain insurance coverage

consistent with its existing programs but shall not name Customer as an additional insured nor will Genfare or its insurers be obligated to waive any rights of subrogation Genfare or such insurers may have against Customer or its affiliates.

Genfare shall use commercially reasonable efforts to provide Customer with written notice of cancellation of any applicable policy thirty (30) days prior to the effective cancellation date of such policy, but failure to do so shall impose no obligation or liability upon Genfare or its insurers, agents or representatives. Genfare shall provide Customer with its standard certificate of insurance upon request.

15. NOTICE. All requests, instructions and notices from one party to the other must be in writing and may be given via registered post or facsimile transmission to the address of the parties shown on the Quotation/Order Acknowledgment.

16. MISCELLANEOUS. No waiver by Genfare of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision. Any provision of the Agreement which is, or is deemed to be, unenforceable in any jurisdiction shall be severable from the Agreement in that jurisdiction without in any way invalidating the remaining provisions of the Agreement, and that unenforceability shall not make that provision unenforceable in any other jurisdiction. The rights which accrue to Genfare by virtue of the Agreement shall endure for the benefit of and be binding upon the successors and assigns of Genfare. The Agreement shall be governed by the laws of the State of Illinois, however Genfare may enforce the provisions of the Agreement in accordance with the laws of the jurisdiction in which the Products are situated. The United Nations Convention on the Sale of Goods (the Vienna Convention) shall not apply to the Agreement.

ATTACHMENT A- WARRANTY

1. GENERAL TERMS

1.1 Subject to the provisions of this Warranty, Genfare warrants that the equipment and software described in Paragraph 1.2 shall conform to their specifications in all material respects and that the equipment shall be free from material defects in materials and workmanship.

1.2 This Warranty applies to all original purchases of new Genfare supplied equipment and spare parts, including licensed software (collectively the "Equipment"). This Warranty does not apply to any subscriptions purchased by customer.

1.3 The "Warranty Period" shall begin on the earliest of (a) the date of delivery of the Equipment if the equipment is not to be installed, (b) the date of installation completion by a Genfare, or Genfare approved technician, or (c) the date the Equipment is placed into revenue service, and shall end (y) twelve (12) months thereafter for equipment purchases and (z) ninety (90) days thereafter for any spare parts purchases; provided, however, that the Warranty Period for Equipment purchased under Genfare's Upgrade/Reconditioning Program that has been reconditioned or refurbished shall end 6 months after commencement, unless otherwise specified in writing by Genfare.

2. RETURN OF EQUIPMENT UNDER WARRANTY

2.1 If an item of Equipment malfunctions or fails in normal use within the applicable Warranty Period:

2.2 Customer shall promptly notify Genfare of the problem and the serial number of the defective item;

(a) Genfare shall, at its option, either resolve the problem over the telephone, or provide Customer with authorization to ship the defective item to Genfare;

(b) if Genfare provides Customer with authorization to ship the defective item to Genfare, Customer shall attach a return tag with a description of the fault. Customer shall, at its cost, properly pack the item to be returned, prepay the insurance and shipping charges, and ship the item to the specified Genfare Service Center;

(c) Genfare shall either repair or replace the returned item. The replacement item may be new or refurbished; if refurbished, it shall be equivalent in operation to new Equipment. If a returned item is replaced by Genfare, the Customer agrees that the returned item shall become the property of Genfare;

(d) Genfare shall, at its cost, ship the repaired item or replacement to the Customer. If the Customer has requested express shipping, the Customer shall pay Genfare an expediting fee.

2.2 Equipment which is repaired or replaced by Genfare under this Warranty shall be covered under all of the provisions of this Warranty for the remainder of the applicable Warranty Period or ninety (90) days from the date of repair or replacement, whichever is longer.

2.3 A failure is defined as a malfunction of a given device or component in the Equipment that renders the Equipment inoperative and/or unsuitable for the intended purpose.

2.4 It is understood that Genfare shall be responsible for the costs of all materials and labor, except as provided herein. It is further understood that the costs of discovery of the problem associated with a given item of Equipment and the costs associated with the removal and installation of the defective part shall be the responsibility of Customer.

3. TELEPHONE TECHNICAL ASSISTANCE. During the applicable Warranty Period, Genfare shall provide the Customer with over-the-telephone technical fault analysis. Genfare shall not charge Customer for the first ten (10) calls per location per month, and may charge Customer for all additional calls.

4. UPGRADES. During the applicable Warranty Period, Genfare shall, at no charge, provide Customer with non-feature software updates to the version of Software installed at the Customer's location and, if the Equipment is sent to Genfare for Warranty repair, those revision level updates deemed necessary by Genfare. Non-feature software updates and revision level updates do not generally include additional equipment, such as hardware memory, which enables the upgrades to function in the existing Equipment of Customer. Customer may purchase this additional equipment from Genfare.

5. DEFAULT AND TERMINATION. Genfare may immediately terminate this Warranty and all of its performance under this Warranty, upon notification to Customer, if Customer: (a) makes any unauthorized modifications to the Equipment; (b) assigns or transfers the Customer's rights or obligations under this Warranty without the prior written consent of Genfare; (c) becomes bankrupt or insolvent, or is put into receivership; or (d) has not paid Genfare all amounts for services, advance replacement parts supplied under this Warranty, or other additional charges within thirty (30) days of receipt of written notice from Genfare. If this Warranty is terminated by Genfare, Customer shall remain liable for all amounts due to Genfare.

6. LIMITATIONS AND QUALIFICATIONS OF WARRANTY. This Warranty does not apply to normal consumable items, items which are replaced in usual and scheduled preventative maintenance such as light bulbs, nor does it apply to any damage, defect or failure caused by:

- (a) any part of the Equipment having been modified, adapted, transported or relocated by any person other than Genfare personnel, a Genfare authorized service agent or Genfare approved technician without Genfare's prior written consent;
- (b) improper installation, operation or maintenance by Customer or a third party;
- (c) storage or environmental characteristics which do not conform to the applicable sections of the appropriate Genfare Equipment Manual;
- (d) failure to conform with the Equipment Operating Instructions in the applicable Genfare Equipment Manual;
- (e) inaccurate or incomplete information or data supplied or approved by Customer;
- (f) external causes, including external electrical stress or lightning, or use in conjunction with incompatible equipment, unless such use was with Genfare's prior written consent;
- (g) cosmetic damage;
- (h) accidental damage, negligence, neglect, mishandling, abuse or misuse, other than by Genfare personnel, a Genfare authorized service agent or Genfare approved technician; or
- (i) Force Majeure (as defined in Genfare's Terms and Conditions of Sale).

7. LIMITATION ON DAMAGES.

7.1 THE WARRANTY STATED HEREIN ARE THE CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY FOR THE EQUIPMENT. GENFARE SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OF MERCHANTABILITY.

7.2 EXCEPT AS OTHERWISE EXPRESSLY AGREED BY THE PARTIES, GENFARE SHALL NOT BE LIABLE IN TORT, INCLUDING LIABILITY IN NEGLIGENCE OR STRICT LIABILITY, AND SHALL HAVE NO LIABILITY AT ALL FOR INJURY TO PERSONS OR PROPERTY. GENFARE'S LIABILITY FOR FAILURE TO FULFILL ITS OBLIGATIONS UNDER THIS WARRANTY OR ANY OTHER LIABILITY UNDER OR IN CONNECTION WITH THE EQUIPMENT SHALL BE LIMITED TO THE AMOUNT OF THE PURCHASE PRICE OF THE EQUIPMENT.

7.3 EVEN IF GENFARE HAS BEEN ADVISED OF THE POSSIBILITY OF THEM, GENFARE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, ANY CLAIM AGAINST A CUSTOMER BY A THIRD PARTY, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND.

**HiNT Mounts**

46 Gracey Ave.
Meriden, CT 06451
United States
(203) 634-4468
www.HiNTmounts.com

Quote

Quote Number: 43255
Date Entered: 08/01/2019
HiNT Rep.: HiNT Customer Service

BILL TO: City of Porterville 61 W. Oak Ave. Porterville, CA 93257 United States	SHIP TO: City of Porterville 61 W. Oak Ave. Porterville, CA 93257 United States
--	--

Contact Name: Richard Tree	Terms:
Phone Number: (559) 782-7448	Pricing Level: MSRP
Email: rtree@ci.porterville.ca.us	

Notes: **FOR REFERENCE ONLY**

City of Porterville, CA
Tablet: Apple iPad 9.7"

Qty.	Part Number & Description	MSRP	Extended
12	TM-5111 Tablet Mount with G.R.I.P. Tilt/Swivel, 6" Arm, 1" x 4" Post and Adjustable Angle 4" x 4" Base Plate	\$393.75	\$4,725.00
12	TS-405-PDS-IPAD-17 Tablet Docking Station with 5VDC Fast Charger for Apple IPAD 2017	\$199.50	\$2,394.00
12	TS-405-QC-IPAD-17 Tab-Shell with Quick Connector for Apple iPad 2017	\$99.75	\$1,197.00
		Sub Total	\$8,316.00
		Tax	\$0.00
		Total	\$8,316.00

Terms and Conditions

**** Quote is good for 30 days only. ****

Payment: Pre-payment is required, with check or credit card, on all orders unless customer is already approved for terms of Net30.

Taxes: Taxes will be added to the customer invoice, if it applies.

Production Lead Time: Lead time may be 1 to 2 weeks before shipping, depending on the product and quantity ordered. Please order accordingly and place your order with enough advance notice to comply with the production lead time.

Shipping Method: All packages are shipped UPS Ground unless otherwise requested by customer.

S/H Costs: Shipping and/or handling charges will be added to the order the date the order is shipped. Customer invoice will reflect the additional costs.

International Buyers: Import duties, taxes, and charges are not included in the item price or shipping cost. These charges are the customer's responsibility. Please check with your country's customs office to determine what these additional costs will be prior to buying.

Return Policy: Returns are accepted within 30 days of invoice date and must be in new condition with no damage or modifications. All returns are subject to a 20% restocking fee. No refunds will be issued on shipping/handling charges.

Docking Stations: Before shipping, all docking stations are tested 100% and are in full-functioning condition. If the docking station is returned, it will be tested again. If the returned docking station is found to be defective, it might be subject to charges.



Pricing Proposal
Quotation #: 17579861
Created On: 8/13/2019
Valid Until: 8/30/2019

City of Porterville

Richard Tree

291 North Main Street
Porterville, CA 93257
United States
Phone: (559) 782-7448
Fax:
Email: rtree@ci.porterville.ca.us

Inside Account Executive

Michael Klotz

300 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-7670
Fax: 732-652-3099
Email: Michael_Klotz@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Cradlepoint NetCloud Essentials for Mobile Routers (Prime) - Subscription license (1 year) + Support - North America - with IBR1700 router with WiFi (1200Mbps modem), no AC power supply or antennas Cradlepoint - Part#: MA1-17001200-NNA	12	\$1,133.44	\$13,601.28
2 Cradlepoint - Power / GPIO cable Cradlepoint - Part#: 170585-001	12	\$10.75	\$129.00
3 Cradlepoint 5-in-1 - Antenna - navigation, cellular, Wi-Fi, WiMAX - 2.3 dBi (for 698 - 960 MHz), 5 dBi (for 1.7 - 2.7 GHz), 2 dBi (for 2.3 - 2.7 GHz), 2 dBi (for 4.9 - 6 GHz) - outdoor Cradlepoint - Part#: 170654-001	12	\$296.90	\$3,562.80
Subtotal			\$17,293.08
Shipping			\$0.00
*Tax			\$1,599.61
Total			\$18,892.69

*Tax is estimated. Invoice will include the full and final tax due.

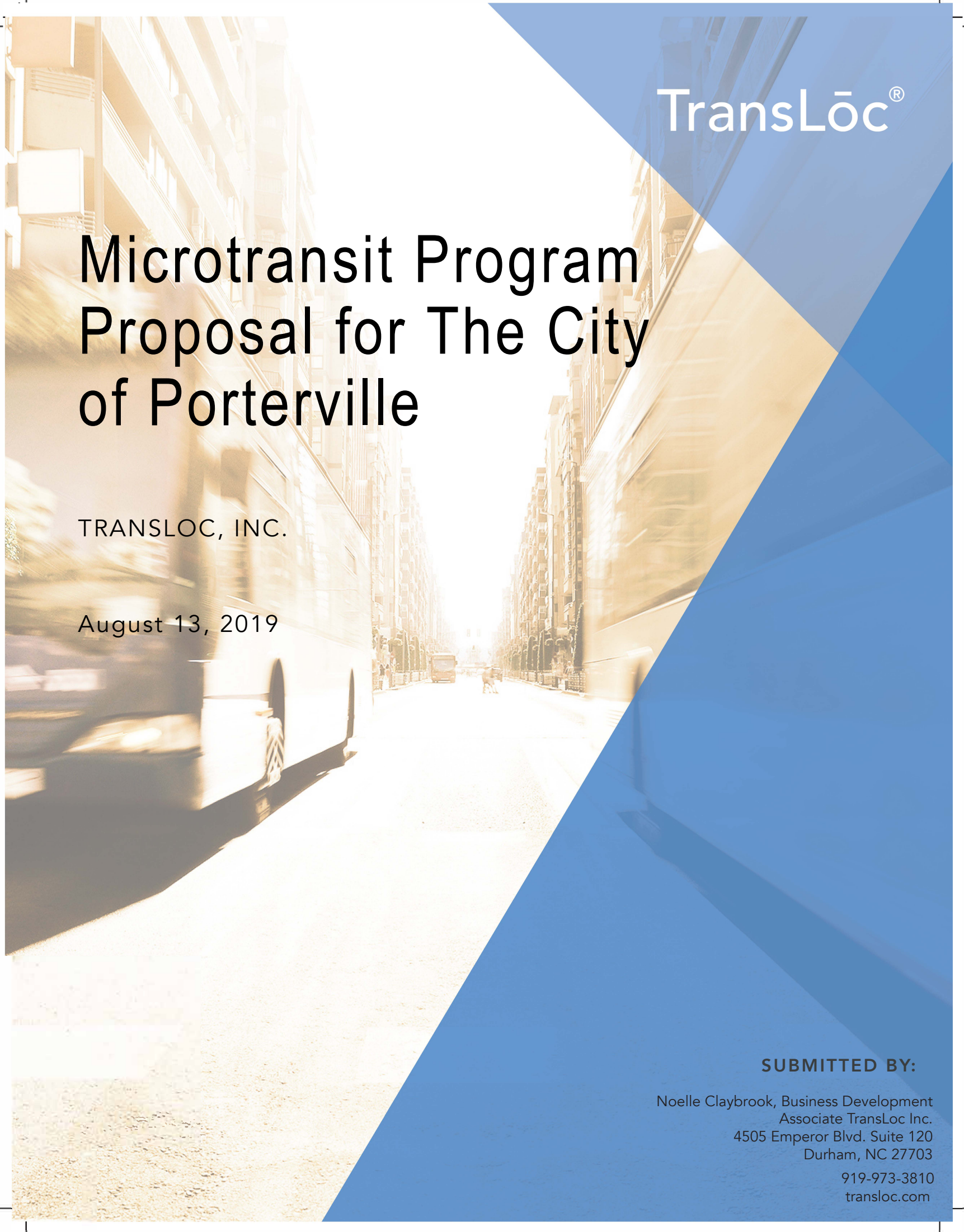
Additional Comments

Please Note: Cradlepoint has a zero returns policy.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.



TransLoc®

Microtransit Program Proposal for The City of Porterville

TRANSLOC, INC.

August 13, 2019

SUBMITTED BY:

Noelle Claybrook, Business Development
Associate TransLoc Inc.
4505 Emperor Blvd. Suite 120
Durham, NC 27703

919-973-3810
transloc.com

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Richard Tree
Transit Manager
City of Porterville, Transit
61 West Oak Avenue
Porterville, CA 93257

TransLoc Inc.
4505 Emperor Blvd. Suite 120
Durham, NC 27703
888.959.3120



Richard:

The City of Porterville aims to provide a wide range of convenient, low-cost transportation alternatives for Porterville citizens and visitors. The City of Porterville is dedicated to ensuring effective, efficient, and accessible service to riders and agency-owned microtransit is central to that mission. Through simulations and in-depth analysis of the current fixed-route services, Dial-A-Ride, analysis of under-served regions like Strathmore, and available travel pattern data sources, Porterville will select a viable microtransit service. By launching agency-owned microtransit, Porterville has the opportunity to improve rider satisfaction, increase ridership, and explore the effectiveness of demand-driven transit.

TransLoc has been a leader in the industry with innovative technology and transformative partnerships with transit agencies across North America since 2004. In early 2018 TransLoc was acquired by Ford Smart Mobility to continue our joint mission of delivering the ultimate rider experience through powerful transportation innovations. With 15 years of experience and a mission to deliver the ultimate rider experience, we are committed to delivering unparalleled customer service and flexible technology to Porterville. We have created our microtransit program approach to launch a future-proof solution to on-demand, shared ride transportation.

As we continue to work together to deliver the best possible service to Porterville we are proud to offer you the following:

- Future proof microtransit technology: The world and the technology that supports it are changing rapidly, and TransLoc is at the forefront of this change. We're constantly iterating and improving our products to ensure that you and your riders have the most intuitive and useful technology for years to come. We are singularly focused on agency-owned microtransit solutions.
- Iterative program approach: Porterville can quickly and easily make adjustments to the service set-up or reach out to our Microtransit Implementation Team to make the changes. With every step of the process, the Team will be in constant communication to monitor your service's performance and ensure your goals are met.
- Built for multiple uses: TransLoc's Microtransit software is a flexible solution designed to give Porterville control of your on-demand service. The software offers a variety of accessibility measures and features that makes it valuable for a variety of demand-response use cases.

We appreciate the opportunity to submit this proposal package and are ready to begin working on this project immediately. We look forward to hearing from you soon to learn about your next steps. Please feel free to contact me at 919-973-3810 or Noelle.Claybrook@transloc.com with any questions about our qualifications and software. Supplying your community with these technologies will be transformative in elevating your microtransit system, and we can't wait to bring this exciting project to life!

Sincerely,

Noelle Claybrook
Business Development Associate
TransLoc Inc.

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Company Profile

TransLoc has been at the core of modernizing transit operations with its cloud-based transit solutions for almost 15 years. The company began its operations focused on revolutionizing campus transit systems with one of the first SaaS (Software-as-a-Service) applications for scheduling and providing passengers with up-to-the-minute bus information via their smartphone and the web.

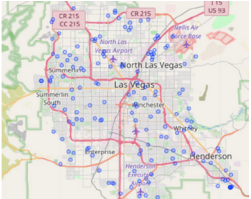
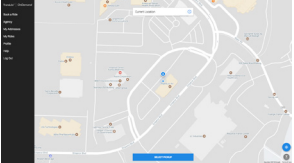
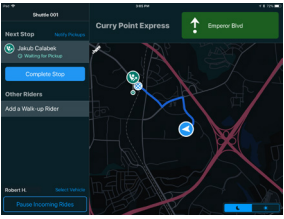
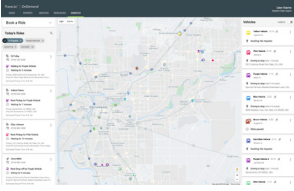
In 2015, TransLoc developed our first on-demand rider app for universities and campuses. Riders now had the ability to utilize demand-response systems to safely make their way to the destination of their choice. The software was then iterated upon to bring demand-response technology to municipal transit agencies and cities as microtransit. Today, over 40 cities across North America have committed to launching microtransit with TransLoc. Of those, over 10 cities have already launched the solution and watching their microtransit solutions grow in ridership. We attribute this to our core belief that transit agencies need to be at the center of providing equitable mobility to drive economic development, greater accessibility, and a more sustainable future.

Ford Smart Mobility, LLC acquired TransLoc in early 2018 to expand on our shared vision of providing accessible mobility to all. This has been especially significant for our customers. Ford and TransLoc have come together to deliver the resources necessary to drive this major new on-demand trend through our transit agency and city partners. As a part of Ford Smart Mobility, TransLoc offers our microtransit customers some of the most advanced transit technologies and data analytics available. We continue to invest in the success of these customers with professional implementation services and in-house customer support. TransLoc is in the business of empowering cities and transit agencies to remain central to the future of modern transportation. Together, we are ushering in the future of mobility with agency-owned flexible microtransit solutions designed to deliver the ultimate rider experience.



Microtransit Overview

Our agile microtransit software system is iterated on in two-week sprints to remain in lockstep with the demands of the mobility market. Each element of our system receives unique attention and is updated seamlessly without service disruption.

	1. Simulation and Planning Tools The Microtransit Simulator: The Simulator outputs and presentation provide key indicators and a roadmap on how to deploy microtransit successfully in a designated service zone, as well as insights into what service improvements could be made to ensure success.
  	2. Booking Solutions The Microtransit Mobile App (iOS and Android): The Microtransit app is free to download for iOS and Android users. Riders can view the service area parameters on a map, and the estimated arrival time of the vehicle. Additionally, riders will see their ride deployed in real time when they are the next pick up for a driver. The OnDemand Web App (web-enabled devices): Riders can request a ride online at ondemand.transloc.com. With the web app, riders can book a ride and pay online. Riders receive updates and arrival notifications via SMS to their phone or from the web app Phone Booking Support: You can provide your riders with a phone number to call to book a ride, and your dispatchers can add the ride to the system on their behalf. Rides booked in this manner are scheduled and prioritized the same way as rides booked directly by riders via the mobile or web apps.
	3. Driver Solution The Driver App (for iOS): Our cloud-based automated dispatcher dynamically matches active vehicles with rider needs. This creates a more efficient, flexible transit service with less of an operational burden. Drivers receive visual and audio turn-by-turn directions to each pickup and drop-off. They can also log when they pick up or drop off a rider, when they are on break, log accepted payments, and accept walk-on riders.
 Total Passengers This report shows the total number of passengers who boarded and completed rides in a day. From 10/20/17 to 10/20/18 	4. Admin and Dispatch Solutions: The TransLoc Manager Dashboard and Dispatcher Screen: TransLoc provides a dashboard with key metrics and downloadable reports for your agency. We view sharing data as paramount so that you can continue to improve your transit system. Your agency will have access to thirteen reports, an NTD reporting suite, and individual trip data through the dashboard. Dispatchers will have access to display screens to watch rides in real time and see all incoming, current, and past ride requests in the queue. Dispatchers can cancel rides, manually add rides, and approve rides that require permissions through the dispatcher screen.

Using Microtransit

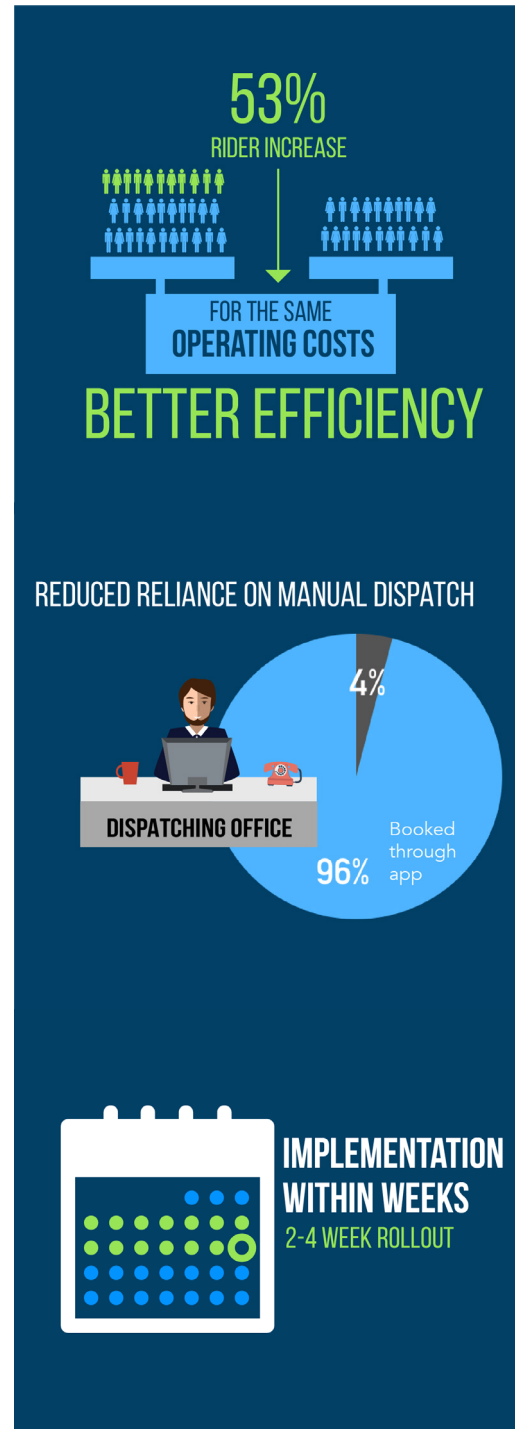
MICROTRANSIT DAILY OPERATIONS

Each morning when your agency's microtransit service begins, drivers pick up their Apple iPads and place them in their vehicles. After a driver powers on the device and logs on via the sign-on screen, your service will be up and ready to receive ride requests.

Rides can be booked by riders through the Microtransit app, via web app, or even manually by dispatchers or drivers. The rides are then automatically scheduled and assigned to your drivers to produce the most efficient vehicle miles traveled and rider wait times. Once your drivers receive the ride requests, they will be given turn-by-turn directions to pick up their riders. Drivers will only be required to confirm pickups and dropoffs through the tablet, so they can focus on the road and safely follow the given directions.

Meanwhile, your dispatchers can monitor your service and run valuable reports from our user-friendly back-end software. Data will be recorded from every ride and available for review within 24 hours after collection. Your dispatchers can manually add rides to the system when a rider calls to schedule a ride. Additionally, your drivers can input new rides when they pick up riders from one of your designated pickup locations.

Devices can be moved from one vehicle to another, at any time, to adjust your service. Drivers can also indicate when they are on break so that vehicles only receive requests when they are in service. At the end of the day, drivers can simply sign off of their devices to end a vehicle's microtransit service.



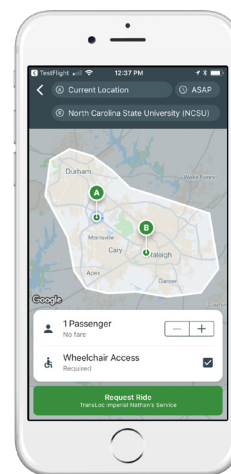
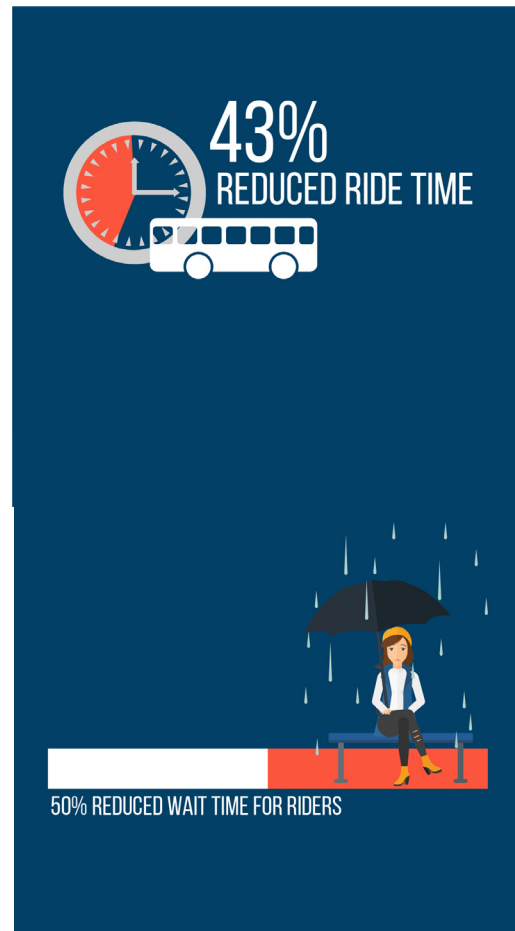
MICROTRANSIT FOR YOUR RIDERS

Riders within your microtransit zones will be able to request a ride from one of four ways: (1) through the web application and receiving SMS updates about the ride's status; (2) through the TransLoc Microtransit mobile application directly on the rider's iOS or Android device; (3) by calling the dispatch office and manually booking a ride over the phone; or (4) by hailing at a microtransit vehicle at one of your designated pickup locations and manually booking the ride.

When a rider books through the app, the service zone is displayed to them on the map. Riders can book vehicles with wheelchair access as needed when scheduling a ride. Your agency can set up credentials for riders with specific accessibility needs to ensure their needs are properly met by your service.

Microtransit can take riders directly to where they need to go, or to a fixed-route bus stop to continue their journey. Rides can be booked in real time or in advance. Estimated arrival times and ride updates will be accessible to your riders through the mobile app, web app, or via SMS so they can plan their journey accordingly. A real-time display of a vehicle's location becomes available once the rider is the next pickup. This ensures the privacy of other riders who have already been picked up by the same vehicle.

Payment for rides is done in a way that is convenient for the rider and the agency. Riders can pay online when booking a ride, through the mobile app, or when they are boarding the vehicle. Riders will be charged the fare set by you, but dispatchers will have the ability to manually waive fares. Your agency can waive the fares for individuals or for the entire service. Riders can pay with any major debit or credit card. The software also supports unbanked riders so that your service is accessible for all riders. Unbanked riders can pay with a preloaded card or on the vehicle with cash if authorized.



Requesting a ride with TransLoc's Microtransit.

The Program Implementation Process

HOW TRANSLOC DEPLOYS MICROTRANSIT

Our implementation process allows for a seamless deployment of your microtransit system. We walk you through the setup of your system, detailed training sessions, and an impactful service launch. There are currently 36 agencies using TransLoc's software to power microtransit and over 1 million rides requested through our app. We will help you successfully launch your service and future-proof the system to remain in lockstep with the changes of mobility. Our success stems from a dedicated customer experience team and user-centric software for you and your riders.

YOUR PROGRAM IMPLEMENTATION

We understand that a new microtransit system is no easy task to implement. To assist you in conducting a successful program from start to finish, TransLoc created our customer experience team to work with you from the day your proposal is signed so they can jump right into project management. The team will provide constant support, resources for success, and guidance on how to improve your service. We pair the best demand-response software on the market with a team of industry experts to maximize the benefit of your agency's new system.

The program implementation period is broken out into three phases.

Phase One - System Understanding & Planning

The team will work with you to understand the nuances of your system. The team will deploy the best service possible for your unique program design. They will review your needs assessment and conduct a structured kick-off and check-in calls. Check-in calls are used to keep an understanding of the key goals and objectives and the progress of your program.

Phase Two - System Design & Simulation

We use our MicroTransit Simulator to identify key performance indicators to help guide the program. The outputs of the Simulator are delivered by the Quantitative Mobility Team. QMT will walk your agency through the Simulator's output report and how to best implement your new system and achieve your ideal service application.

Phase Three - Finalization of Program & Service Launch

As we know how challenging a service change like this can be, we recommend agencies begin with a small-scale program for 6 months before engaging in a full-scale launch. Our role is not to drop technology in your lap and expect you to make it work. We act as your partner in preparing materials tailored for your agency, training your staff, and providing further optimizations to your service. TransLoc will provide support and ongoing proactive information on how your microtransit system is operating.

THE MISSION

The team's mission is to assist our partnering agencies by creating a microtransit strategy and execution plan that allows for a successful deployment. They assess the use cases for individual agencies, learn about the members of your community that you are trying to help, and take a holistic approach to problem-solving. Our team of transit operation experts, data scientists, and system implementation experts are ready to bring your agency the future of mobility with microtransit.

PROJECT MANAGEMENT

Your project team believes in a flexible project management approach to be adapted to best fit your agency's needs. The team uses the specific use cases for your system to decide which project management strategies are the most effective.

The following elements are defined at the beginning of your program:

KEY ELEMENTS
A detailed scope of work finalizing all system nuances, objectives, and current difficulties.
Qualitative metrics for success to use as goals for a successful program.
Total understanding and agreement from your stakeholders about this project's objective and process.

"Successful transit project deployments are a result of a collaboration between your agency's team of transit experts and our team of microtransit experts. Our team is not just a generalized group of transit consultants, but a specialized group of microtransit experts."

- Rochelle Parent, Microtransit Advisor

Based on the metrics, your project management plan demonstrates how we will configure your system, and when training will occur. It defines the system test periods, and what steps you would like to take around your program launch. The team then launches your program and continues tracking and managing the relevant metrics associated with the project. Feedback from both sides will work as a critical tool for understanding the next steps and what adjustments are needed.

SYSTEM IMPLEMENTATION

Your program begins with a well-versed implementation process constructed by the team's microtransit sales engineer. The process begins with a kick-off meeting to confirm your objectives for the microtransit program. A system information sheet is sent to your agency so our experts can understand the nuances and technicalities of your system. Upon the submission of your system information sheet, your microtransit service will be built within our system. The team will conduct a series of training sessions to bring excitement and experience to your agency once the system design is accepted.

TRAINING SESSIONS

Your agency will receive either in-person or remote training before the launch of your system. Additional remote sessions can be held at your agency's request. Training sessions will also be recorded for anyone that needs a quick refresher.

Administrator and Dispatch Training

Your administrators and dispatchers will receive training on TransLoc's backend dashboard. The training will walk your staff through the reporting features, changing service zones, and other various functions.

Front-End Training

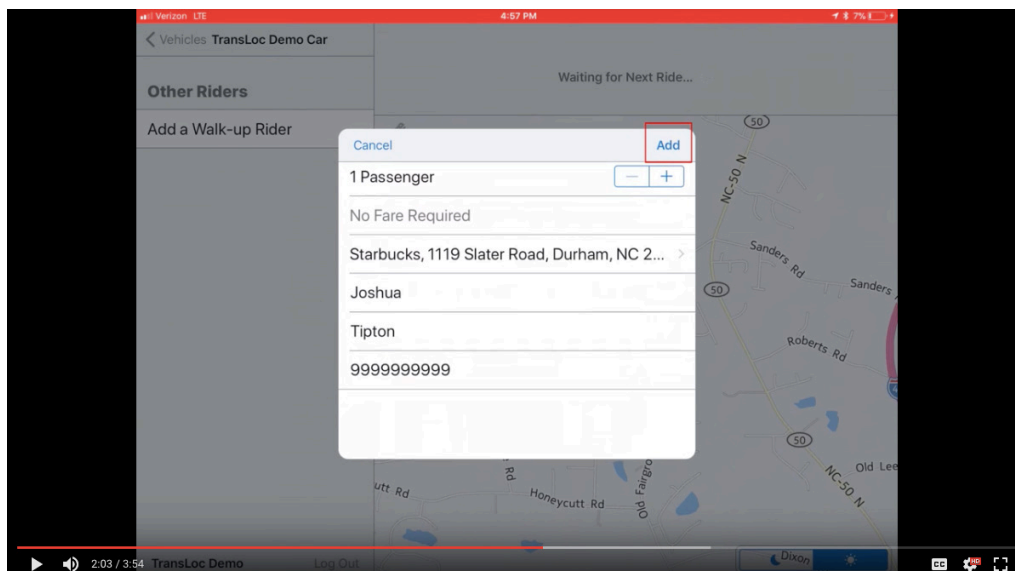
The team will walk your agency through how riders request trips. We have created videos and slide decks to show how to best utilize the Microtransit app and the web app. The team will walk your staff through best practices for front-end user assistance.

Driver Training

Your drivers will be taught how to use the OnDemand Driver application. The team trains drivers on how to use all functions of the Driver app, including inputting a walk-on ride into the system, pick-ups, and drop-offs, following turn-by-turn directions, and more. The team will come equipped with iPads and the Driver app to answer questions and provide live demos.

SYSTEM LAUNCH

To go live, the team activates your new service remotely and notifies your agency. Once your service is live, you can start utilizing your new service and experience how microtransit can change the way people move. Changes to the service can be made by TransLoc or your agency after the system launch.



A screenshot of a record training session used for refresher courses.

TransLoc's Customer Experience Model

Technology alone will not transform your transportation services; it needs the proper support to gain the most value. We provide a high-touch customer experience that is focused on mapping solutions and services to your agency's needs during our partnership. Our customer experience team specializes in service design, technical solution implementation, and operations optimization. Our customer experience model is driven by three key customer functions:

1. Client Success: Your agency will have a dedicated Microtransit Advisor who provides subject-matter expertise in solving transit challenges with smart technologies. This Advisor continually assesses your goals and needs as an agency and strategizes ways to help you advance and optimize your transit services. The strategy includes identifying available solutions within TransLoc and Ford Smart Mobility where applicable.

2. Professional Services: Your agency will have access to some of the best minds in microtransit service design and deployment. Through dedicated microtransit solution teams, you can utilize the following Service offerings on an as needed basis:

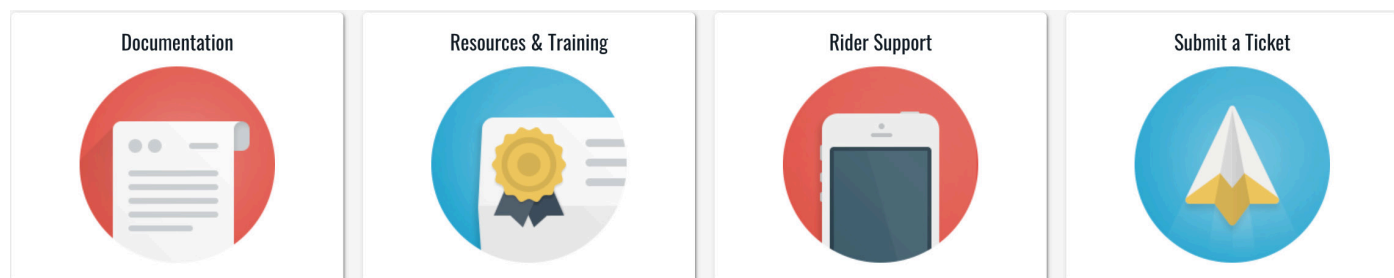
- a. Service Planning & Design: microtransit system design and productivity analysis with historical data and simulation;
- b. Service & System Deployment: on-site training and testing, system setup, and integrations; and

- c. Optimization & Scale: service analytics and metric evaluation based on real-time service performance.

3. Customer Support: As long as your agency is supporting riders, we're supporting you. As part of your contract with us, you will have direct access to our strong customer support team who provides ongoing, dedicated personnel for any of your support, maintenance, and training needs relating to our technologies and platform. Customer service helpline available by phone and internet.

SUPPORT HOURS

TransLoc will provide email and telephone support to assist your agency's personnel in using the service and in reporting suspected deviations from the service and the associated documentation ("Issues"). Support will be available 24/7 every day. Support's core operating hours are 8 am to 6 pm EST Monday through Friday. After core hours, a member of our in-house support team will remain on call to handle any emergencies or critical issues 24/7. All Service Issues can be reported within the TransLoc support ticketing system, which can be accessed with a TransLoc user account, or through the TransLoc support email, which then creates an internal ticket. If the Service Issue is Critical or needs immediate attention, we encourage the Customer to call the TransLoc support line.



MARKETING SUPPORT

Marketing is a critical piece of a successful microtransit service. Our most successful systems have had strong marketing efforts backing the launch of the service. The TransLoc marketing team will work directly with your agency to help establish an appropriate go-to-market promotional plan for the microtransit service switch. This would include briefing your team on specifics of the new service, discussing best practices for launching microtransit services, and collaborating to determine the best approach, strategy, and tactics. Execution of the promotional plan, including advertising and creation of assets, will be the responsibility of your agency or marketing organization. Any existing materials TransLoc has access to for other microtransit service introductions would be freely accessible as reference materials to your agency.



Help us conserve! Please return this schedule to the rack when you are finished, or keep it for future use.

DENTON ENTERPRISE AIRPORT ON-DEMAND SERVICE

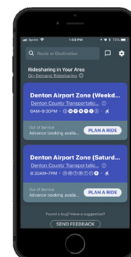
Get the freedom and flexibility to move according to your schedule with our new Denton Enterprise Airport On-Demand pilot service. This **free** service allows you to plan your trip anywhere within the designated zone using a simple, easy-to-use mobile app, online at ondemand.transloc.com or over the phone by calling DCTA Customer Service at 940.243.0077.

Riders can request a trip Monday through Friday from 6 a.m. to 9:30 p.m. and on Saturdays from 8:30 a.m. to 7 p.m. Service will not run on major holidays.

This service is being offered at **no charge** during the pilot period that ends on January 14, 2019.

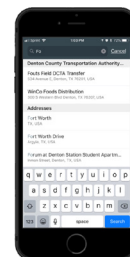


DOWNLOAD THE MICROTRANSIT APP ON THE APPLE OR GOOGLE PLAY STORE TODAY!



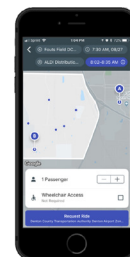
STEP 1

Open the Microtransit app on your mobile device (you can also access it at ondemand.transloc.com), select DCTA, the day of service from the options and then tap "Plan a Ride."



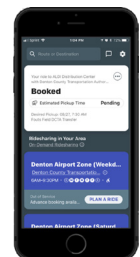
STEP 2

Select your pickup and drop off locations (you can use the designated stops or you can enter in an address for your specific location). If you want to schedule your trip in advance, you can select a later time and/or date by tapping "ASAP" in the upper right corner.



STEP 3

Add in any additional information and tap "Request Ride" when ready.



STEP 4

Receive real-time prediction of pick-up time via text and the mobile app.

For more trip planning help, visit RideDCTA.net or call DCTA Customer Service at 940.243.0077.

DCTA may conduct schedule modifications throughout the year. Visit RideDCTA.net for the latest schedules and maps.

Technical Specifications

The Microtransit Simulator

Planning changes to your current service or creating a new one involves many layers of uncertainty - particularly if that service involves new technology and algorithms. TransLoc has developed an advanced simulation process that reduces this uncertainty by demonstrating how a microtransit service would run under a variety of possible demand and service scenarios. To provide the most accurate simulations, we run the Simulator on the same algorithm as our live microtransit product, enabling the performance metrics to have real-life applications. This allows agencies to understand whether microtransit will meet their needs, and if so, how best to design a service while mitigating risk.

Agencies across the nation that are planning to deploy microtransit have benefited from TransLoc's MicroTransit Simulator. Our Simulator outputs help you predict how your microtransit service could run, as well as what challenges you might face before rubber ever hits the road. By taking into account multiple variables such as a range of possible daily ridership, desired vehicle sizes, and more, the Simulator can design a variety of service models.

The Simulator sheds light on critical questions about how microtransit will work for you and produces an output that can potentially address the following:

QUESTIONS ANSWERED
How can a microtransit service potentially replace underperforming fixed routes?
How many vehicles does your agency need at a given time to provide desired rider wait times?
Could a dial-a-ride service be operated more productively with microtransit technology?
How many riders can be serviced by how many vehicles to maximize efficiency?

QUESTIONS ANSWERED

As ridership grows, how will the rider experience change and how is this impacted by adding vehicles?

What size vehicle is needed to accommodate the amount of ride sharing the service is likely to produce?

What would be the impact on productivity and rider experience of adding an extra vehicle(s) during peak hours?

Simulating and Gathering Outputs

The Simulator takes ride requests and service parameters and dynamically assigns rides to vehicles based on the same algorithmic optimization used in TransLoc's microtransit software. The output of the algorithm is a schedule of pickups and dropoffs for each vehicle and ride. Since the schedule generation is a complex process that depends on many factors, there is no substitute for our performance metrics and running the algorithm on realistic demand scenarios customized for each agency and proposed service.

Simulator Takeaways

In the output report from the MicroTransit Simulator, you will receive information on results that may occur when running the same inputs in a real service model. The following takeaways will allow your agency to better plan for your microtransit program.

REPORTS BASED ON THE OUTPUT

Ride pooling percentages

Average and ranges of wait times and trip times

Rides per vehicle hour

Maximum vehicle passenger loads

The Microtransit App

Overview

TransLoc is proposing that your agency uses the TransLoc Microtransit Application to make microtransit available to its riders. The mobile application runs on the last three major versions of Android and iOS devices and can be downloaded for free. Currently, any Android device running on version 5.0 or later and iOS users running 10.0 or later will be able to use the Microtransit App.

The Microtransit App confirms ride requests and notifies users when they are going to be picked up, so riders always know the status of their trip. Real-time estimates for pick up estimates will be available for riders through the app. When a rider is the next pick up for a vehicle, riders will be able to see the vehicle moving in real time on the map towards them in conjunction with the real-time updates.

Defining Service Boundaries

Your riders will have an easier time booking a ride with a clearly defined service area identified for them. The riders will not be forced to guess if their rides fit in your designated zone with rider-facing geo-fencing. Our software allows your agency to define and modify the service zone through the management dashboard or to contact TransLoc customer support to have these changes made.

THE MICROTRANSIT APP (For Android & iOS)

Selecting your service from an agency list

Viewing an agency's service zone(s) and operating hours

Booking an accessible ride (WAV)

Booking your ride in real-time

Booking your ride in-advance

Paying for your ride through the app or onboard the vehicle

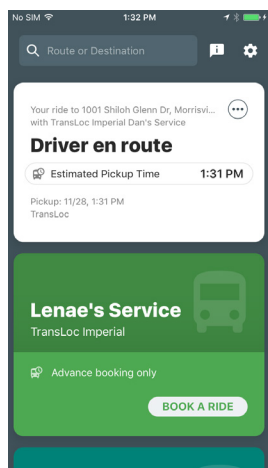
Tracking your ride's ETA

Receiving updates through the app or via SMS

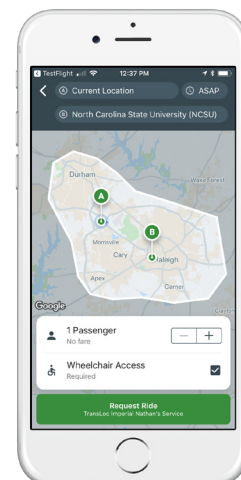
Tracking your vehicle in real-time when you're the next pick-up

Viewing other transit options, including fixed-route, in your area

Leaving feedback on the app



An estimated pick up time display before real-time tracking on the app.



Requesting a ride with TransLoc's Microtransit.

The On-Demand Web App

TransLoc's microtransit web app is accessible by web browsers and web-enabled mobile devices. Your riders can choose to book their trip by entering the URL on their web-enabled device. Through the web app, riders can find your agency and see the zone parameters and service hours similar to how it is displayed on the mobile application. Rides can be booked in real time or in advance and payment is accepted through the web app or on the vehicle if desired by your agency. Notifications about an upcoming ride can be viewed through the web app where the ride was booked, or riders can provide their phone number to receive SMS updates instead.

THE ON-DEMAND WEB APP (For web browsers and web-enabled devices)

Selecting your service from an agency list

Viewing an agency's service zone(s) and operating hours

Booking an accessible ride (WAV)

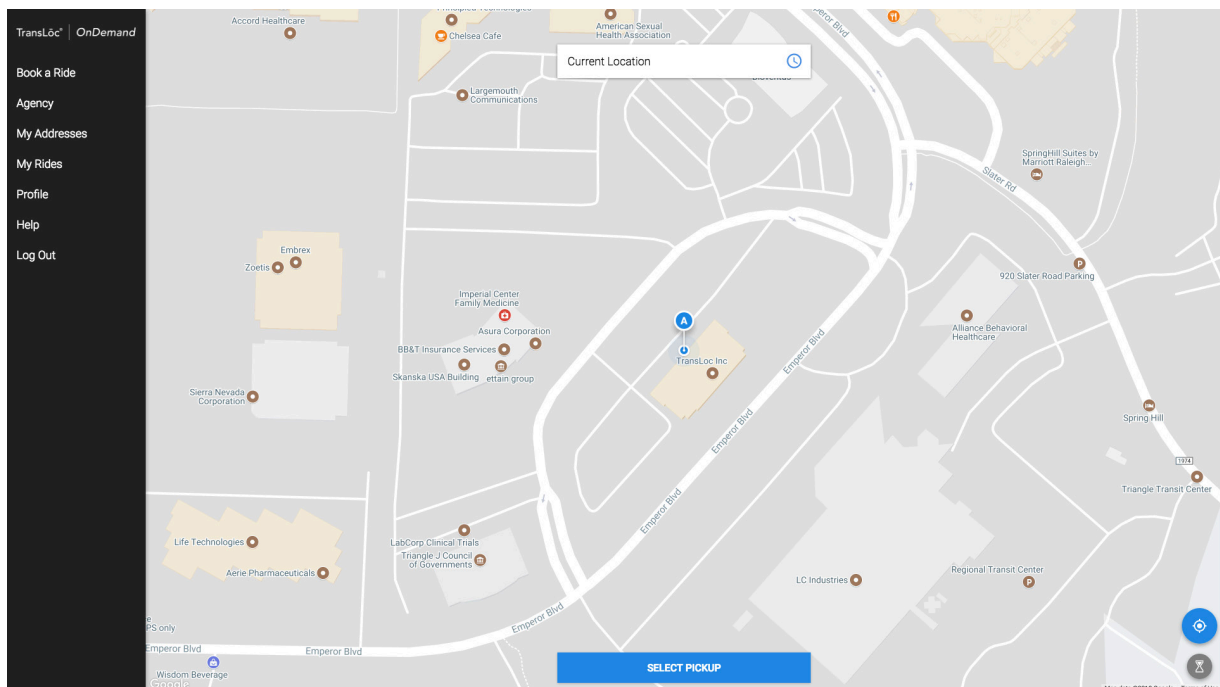
Booking your ride in real-time

Booking your ride in-advance

Tracking your ride's ETA

Receiving updates through the web app or via SMS

Paying for your ride online or onboard the vehicle



Booking a ride through the OnDemand web app

The Driver Application

Running the Driver Interface

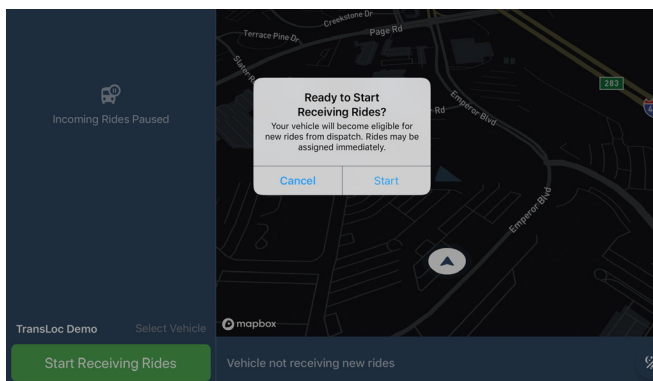
TransLoc's OnDemand driver application runs on Apple iPad minis and other recommended Apple iPad products with a 4G cellular communication. Hardware suggestions for your agency to acquire for this project will be provided by TransLoc's in-house hardware team. The team will recommend the Apple iPad product that fits your agency's needs and most effectively runs the software.

Driver Interface Information

Drivers receive turn-by-turn instructions on the iPad and via audio when picking up and dropping off your riders. The rides are automatically scheduled and displayed to your drivers' iPads one at a time. Each time a driver completes one microtransit ride another set of directions will begin to navigate him or her to the next pick up or drop off location.

Drivers will also have the following information available to them.

- The driver will be able to see the scheduled pickups and drop-offs for the upcoming stops on their route.
- The driver will be able to tell what passengers are currently on their vehicle.
- The driver will be able to see their next destination for drop-off or pickup. Total distance to that destination and the expected arrival time will not be available with the turn-by-turn directions.

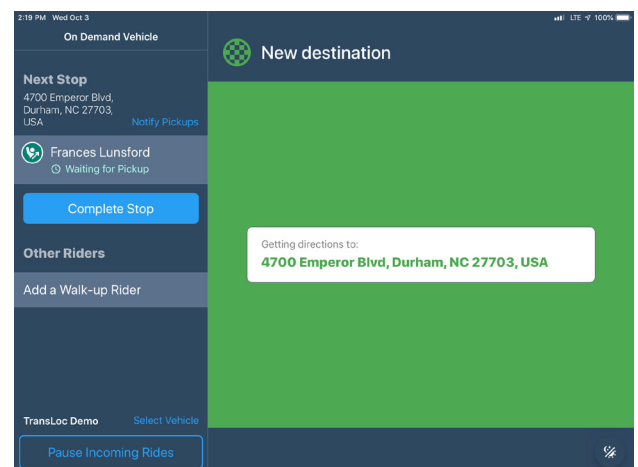


Receiving new rides through the driver app

Logging Pickups and Drop-offs

Drivers will be able to log pickups and drop-offs into the system when they come to a stop. Drivers will have the following permissions for pickups and drop-offs when stopped:

- Edit the destination for passengers in the vehicle
- Drivers will not be able to add or remove passengers from an existing ride request. Note: If additional passengers try to board the vehicle with the passenger(s) who booked a ride, they can be registered to the vehicle as a walk-on ride. This does not guarantee that they will be dropped off with the passengers they boarded the ride with as they were not on the original ride request. Passengers who do not show for a ride are not removed but logged in the system as a no-show.
- Report a no-show when a passenger isn't at the scheduled pickup. These will appear in the reports so that your agency can track the number of no-shows
- Notify the next passenger(s) that they will be picked up next. The notifications can come via SMS, through the Microtransit app, or through the web app.



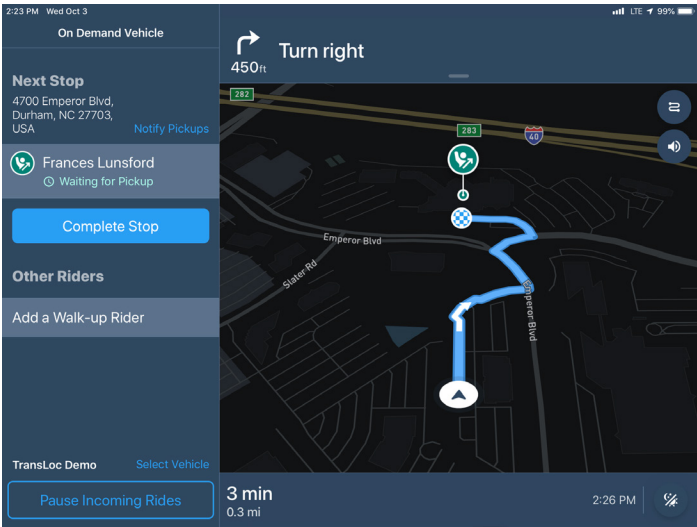
A new pick up notification on the driver app.

Automatic Updates

Your agency’s driver application should make the actions in between driving as seamless as possible for the drivers. Our application automatically updates directions when the driver performs pickup or drop-off actions. If the driver logs that they are stopped or on break, automatic actions will continue to populate when the vehicle is done with a stop or off-break.

Audio and Visual Instructions

Making sure your drivers can focus on driving without distractions is the top priority for our driver app. Your drivers will receive visual turn-by-turn directions on the iPad as well as audio directions when executing a ride request. Drivers will not have to interact with the iPad to obtain directions when they are driving.



Turn-by-turn directions on an iPad for drivers.

THE DRIVER APP (for iOS)
Signing in to a driver account
Enabling your vehicle for ride requests
Receiving a ride request
Receiving dispatcher notes on a ride
Turn-by-turn visual directions (on screen)
Turn-by-turn audio directions
Logging a pick-up
Logging a drop-off
Putting your vehicle on break (not accepting rides)
Taking your vehicle off break (accepting rides)
Logging accepted fare payments
Adding walk-up riders
Recording a no-show rider

The Administrator and Dispatcher Dashboard

TransLoc's back-end software for administrators and dispatchers gives your agency full control over how your service is handled.

The Dispatcher Interface

Dispatchers can log into the cloud-based system through any web browser to reach their desired tools. Dispatchers can see all incoming, active, and recently completed or canceled rides in the system for the day either collectively or by type. Dispatchers have the ability to approve rides that need approval, add manual rides for those who book over the phone, cancel rides that are in the system, and waive fares for rides. To view all current rides in the system in real time, dispatchers can click the "dispatch" tab to see all of the active vehicles, the current vehicle capacity, and the current action of each

vehicle. In addition to allowing dispatchers to monitor, add, and reject rides the dashboard offers several functions for your administrators. Administrators can click on the "Services" tab to see what service zones are in the system with the dates and times that they are available and edit those services as needed. Announcements and notifications can also be posted on the app and sent to riders who have push notifications enabled by administrators. Additionally, administrators can view and export TransLoc's 13 system reports, NTD exports, and individual trip data. Date ranges for the thirteen stock reports and trip data are customizable.

The dispatcher interface shows a map of Sacramento, CA, with various ride requests and vehicle statuses. On the left, there's a 'Book a Ride' section and a list of 'Today's Rides' with details like rider name, phone number, vehicle type, and pickup/drop-off times. On the right, there's a 'Vehicles' section listing active vehicles with their status, capacity, and location. The top navigation bar includes tabs for RIDES, REPORTS, SERVICES, RESOURCES, and DISPATCH (which is selected).

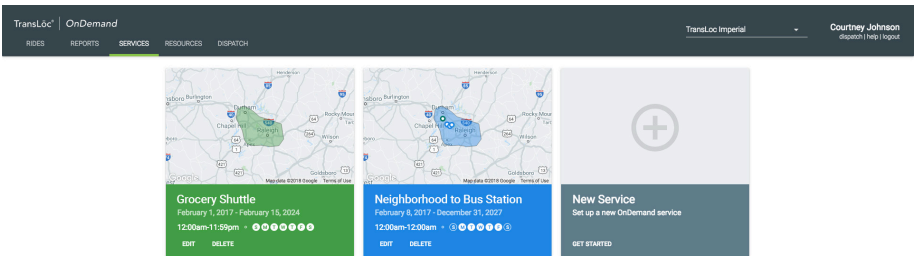
The dispatcher interface showing rides and data.

The Administrator and Reporting Dashboard

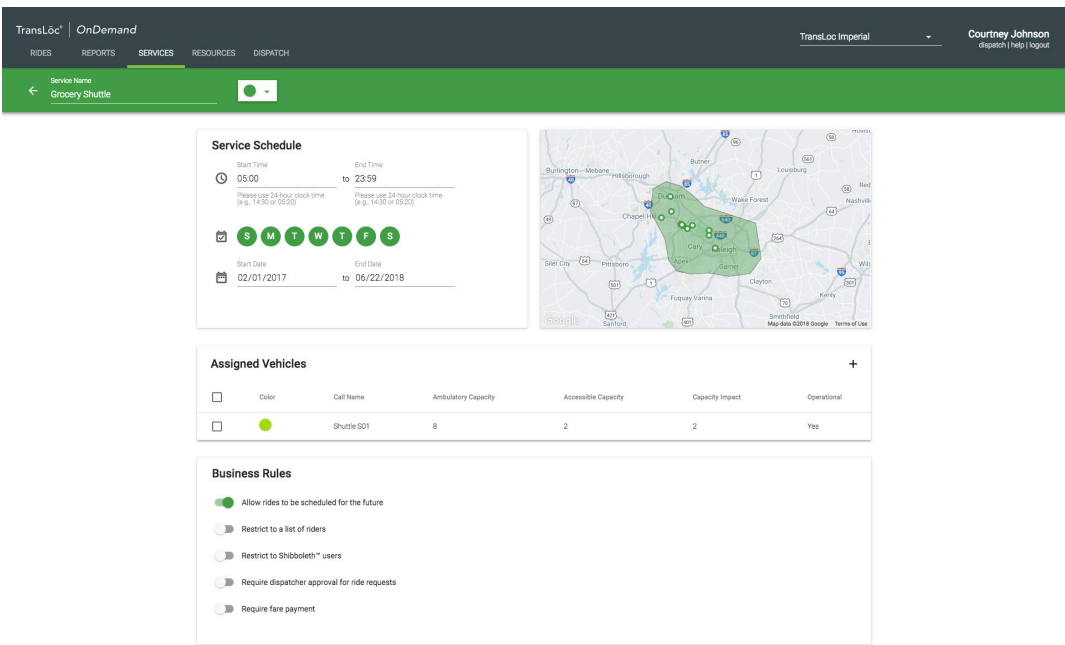
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Reporting Suite

Putting the data in the hands of your agency is an important element of a successful micro-transit system. Your administrators will be able to access all of the system’s reports in real time with our transformative technology platform. A day’s data is stored on TransLoc’s servers every 24 hours so that you will always be looking at the most up-to-date reports. We have created 12 reports based on the needs of agencies running on microtransit. The data ensures that your agency will have valuable back-end data that many TNC and demand-response providers often do not share.



An admin overview of microtransit services.



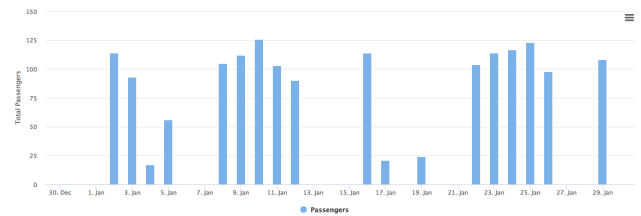
Details of a microtransit service in the admin view.

MICROTRANSIT REPORTS	
Total Passengers	Total passengers for completed rides by day
Rides by Status	Rides broken-down by status (complete, canceled, or no show)
Rides by Source	Rides broken down by source (i.e. how the ride was scheduled) (dispatcher, driver, or rider)
Wait Time	Average wait time from ride request to pick up by day
Ride Duration	Average time from pickup to drop off (average rider time per trip)
Hourly Rides	Rides completed per hour for the past 30 days
Combined Vehicle Mileage	Total daily mileage for all vehicles for the past 30 days
Individual Vehicle Mileage	Number of vehicles in use and total vehicle hours
Top Origins	Listing of the top origin locations, with counts, over the past 30 days
Top Destinations	Listing of the top destination locations, with counts, over the past 30 days
Top O/D Pairs	Listing of the top origin/destination location pairs, with counts, over the past 30 days
Fare Payment	Number of paid rides and total fare charged. Shows how rider paid for the ride or if the fee was waived.

Total Passengers

This report shows the total number of passengers who boarded and completed rides in a day.

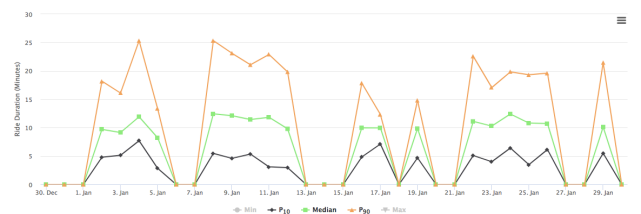
From 12/30/17 to 1/30/18



Ride Duration

This report shows the amount of time passengers spend on vehicle.

From 12/30/17 to 1/30/18

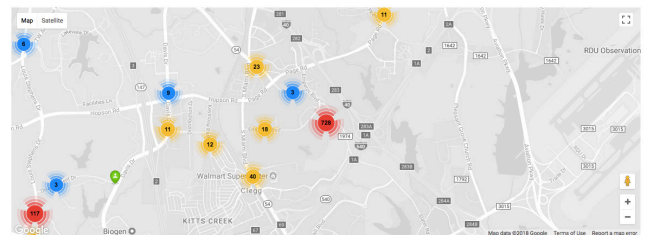


Ride Origins & Destinations

This report is showing the density of ride Origins. Click on the map to show Origin - Destination Pairs.

From 12/30/17 to 1/30/18

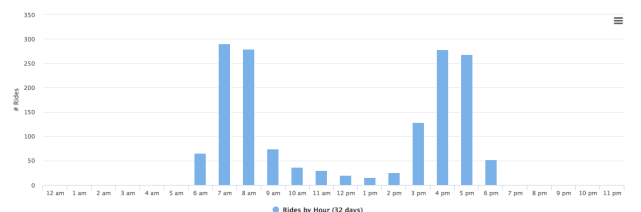
[SHOW DESTINATIONS](#)



Rides by Hour

This report shows the total number of completed rides per hour.

From 12/30/17 to 1/30/18



NTD Reporting

One of the newest features to our microtransit product is our push-button NTD reporting export. We are currently the only microtransit software company offering NTD reporting data for microtransit rides. Many of our microtransit customers using federal funds are required to produce NTD reports. We developed a reporting suite with the needs of our customers in mind. The data needed to complete NTD reports are exported from TransLoc's dashboard. From there, your agency would need to take the data and input it into the report.

Our NTD Reporting Suite calculates the following based on the transit.dot.gov NTD definitions:

- Vehicle Hours
- Vehicle Miles
- Vehicle Revenue Hours
- Vehicle Revenue Miles
- Vehicles Operated in Maximum Service
- Unlinked Passenger Trips
- Passenger Miles Traveled
- Service Start Time
- Service End Time

Exporting and Viewing Reports

All of the reports can be viewed from a specified date range by the administrator, in the form of a graph, and exported as a .csv file for your convenience. The reports are downloadable at any time, and the downloaded reports are yours to keep and utilize at will. These reports will be the key to not only understanding how your system functions in the short term, but how to improve it for efficiency and cost-effectiveness in the long term.

THE ADMINISTRATOR DASHBOARD

(For web browsers and web devices)

Signing in to your account
Creating accounts for other users
Adding ride requests to the system
Approving or denying ride requests that need approval
View in-progress rides
Cancel rides
View recent ride history (by type)
View the reporting suite (13 configurable reports)
Export reporting suite as .csv
Export NTD reports
Add a new service
Edit current services
Configure agency settings
Add addresses riders can pick from
Add regions
Add vehicles
Configurable real-time dispatcher display screen

Additional Technical Specifications

FARE PAYMENT PLATFORM

Administrators can set the desired fare for your microtransit system via our payment platform. TransLoc allows fares to be set for each service defined in the microtransit solution.

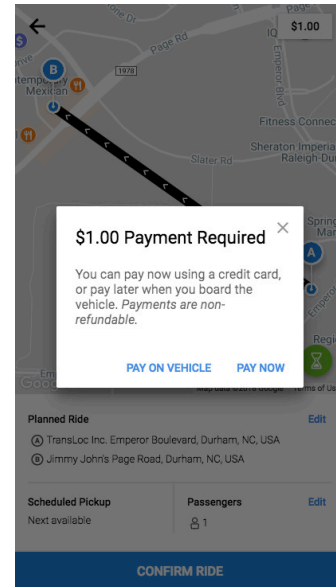
Dispatchers can waive fares for riders when requesting a ride. Admins can set the fare amount (in USD), and change the amount necessary for a specific trip manually. Admins and dispatchers can view a simplified fare payment report that shows specific payment information and how a rider paid.

Drivers will be notified which riders have already paid a fare and which riders owe when the riders are picked up. When picking up riders, drivers cannot waive fares for those who have not yet paid.

TransLoc's fare payment solutions are currently evolving with our pilots to fit the needs of our customers when they are fully deployed. We will continue to iterate on our solution with your input in mind to better service your riders and staff.

CALL-IN REQUESTS

Riders who do not have access to mobile or web services when booking may book a ride by calling your agency's dispatching office. Call-in rides can be booked for riders with or without an account. Riders will tell the dispatcher their desired pick up and drop off locations, how many riders are being scheduled when the ride is being scheduled for, and if a WAV is required to pick up the rider. The riders phone number can be added to the request so that he or she can receive SMS updates on the status of the ride.



Fare payment total shown at the bottom of a ride request.

REAL-TIME TRACKING AND ESTIMATED ARRIVALS

After booking a ride, wait time estimates are displayed to your riders through the app or web app. The wait times will be shown as an estimated number on the screen until the rider is the next pick up for a vehicle. When a rider is the next pick up in the queue, a real-time display of the vehicle coming to the rider's location will be shown on a map through the application. We do not show riders real-time displays of rides prior to their pick-up to protect the privacy of other riders who are sharing the vehicle.

ESTIMATED ARRIVAL NOTIFICATIONS (SMS)

Arrival notifications via SMS are sent to riders who opt for them during web booking and when rides are booked by calling in or walking on a vehicle. SMS updates will include the estimated wait time(s), when your driver is on the way, and when the driver is at your location.

Microtransit Pilot Pricing

<i>Program Services</i>	<i>Program Price</i>
MT Use Case Collaboration, up to 2 TransLoc Microtransit Use Case Custom Simulations, and KPI Consulting	<i>Included</i>
Marketing & Branding Consulting	<i>Included</i>
Marketing/Rider Education Customizable Asset Kit	<i>Included</i>
Software System Set-Up and Testing	<i>Included</i>
On-site Training for Executives, Dispatchers & Drivers (Travel Included)	<i>Included</i>
Pilot Analysis and Final Reporting	<i>Included</i>
	<i>Included</i>
<i>Software & Support</i>	
Software Licenses for unlimited vehicles for the duration of the pilot period*	<i>Included</i>
Ongoing Support and Software Set-Up Optimization for Duration of Pilot Period	<i>Included</i>
Grand Total	\$57,000

Post-pilot license & support costs are outlined on the pricing table breakdown on the following page.

*The Pilot Period duration for this agreement is twelve (12) months.

This Pilot Proposal ("Agreement") is entered between TransLoc Inc. ("Company"), and the Customer listed below

("Customer"), effective as of the last signature date. This Agreement includes the above licenses and support (the "Services") and incorporates the above Cost Proposal as well as the Terms and Conditions attached herein that contains, among other things, warranty disclaimers, liability limitations and use limitations.

- Tablets (Apple iPad Mini) and cellular data service plans not included
- Customer agrees to work with TransLoc to develop a case study, mutually agreeable press release, and provides TransLoc with the ability to use Customer as a reference.
- The grand total of the "TransLoc Microtransit Pilot Pricing " is to be paid with the delivery of the Simulation report.

City of Porterville

Signature: _____

Name: _____

Title: _____

Date: _____

Accounts Payable Information (Please print)

Billing Contact Name: _____

TransLoc Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Email: _____ Phone: _____

Post-Pilot Pricing

Pilot Program participants will be eligible for the following reduced post-pilot software license and support rates. Rates are good for month-to-month software extensions and/or long-term service agreements executed within 15 months of pilot proposal execution.

POST-PILOT PRICING	
New Region/ Use Case Design and Launch Services	\$5,000 per region and/or use case
1-5 Vehicles	\$500 per vehicle per month license & support
6-10 Vehicles	\$450 per vehicle per month license & support
11-20 Vehicles	\$400 per vehicle per month license & support
21-30 Vehicles	\$350 per vehicle per month license & support
31+ Vehicles	\$300 per vehicle per month license & support





CITY COUNCIL AGENDA – AUGUST 20, 2019

SUBJECT: Consideration to Purchase Twelve (12) Electric Transit Passenger Vans and Associated Equipment

SOURCE: Public Works

COMMENT : The City of Porterville operates a comprehensive schedule of transit services, including local fixed route service, complementary paratransit service, and future On-Demand "Microtransit" service, with maximum service levels operated during the morning and evening commute hours (peak service).

The City currently operates a fleet of 29 vehicles for use in its Transit Division. The local fixed route service utilizes 24 of those vehicles and the complementary paratransit utilizes 5 vehicles. Staff has prepared a comprehensive replacement schedule for the City's existing fleet, based on the current age, condition, federal useful life, and future expansion needs. This information allows the City to develop a long-term sustainable Fleet Management Plan that includes an optimal replacement schedule. This plan provides staff with the time necessary to identify, apply for and secure funding for replacement of these vehicles as they become functionally obsolete.

The following table represents the number of vehicles that are scheduled to be replaced or the need for new service:

<u>Service</u>	<u># of Vehicles</u>	<u>Replacement/New Service</u>
Paratransit	4	Replacement
Microtransit	8	New Service

The proposed On-Demand microtransit service will supplement low-performing local fixed routes, low-performing evening fixed route service, and new service areas such as the Sports Complex and Strathmore, that don't meet the demand for a fixed route.

Staff determined vehicle specifications to suit the needs of the desired service and requested quotes from all available electric vehicle dealers. The following table represents the response and net price, including all available incentives, with a minimum order of twelve (12) vehicles from each responsive dealer:

<u>Dealer</u>	<u>Responsiveness</u>	<u>Base Price</u>	<u>HVIP Voucher</u>	<u>SJVAPCD Incentive</u>	<u>Net Price</u>
Zenith Motors	Not Responsive				
NorCal Van	Responsive	\$171,316.95	(\$80,000)	(\$8,333.33)	\$82,983.62
Diamond Coach	Responsive	\$171,829.33	(\$80,000)	\$0	\$91,829.33
GreenPower Motor	Responsive	\$208,893.25	(\$90,000)	\$0	\$118,893.25
Creative Bus	Responsive	\$268,975.76	(\$80,000)	\$0	\$188,975.76

Electric Vehicle Vendor Analysis

Zenith Motors

Zenith Motors has been unresponsive to this bid, staff having sent numerous emails to the regional sales manager requesting a proposal. Zenith Motors has delivered three (3) vehicles to Fresno County Transit. The Zenith Motors vehicle is eligible for the Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) and San Joaquin Valley Air Pollution Control District (SJVAPCD) Incentive funding.

NorCal Van / Lighting Systems

NorCal Van proposed a Ford Transit 3500HD chassis with a Lightning System electric powertrain. Chassis maintenance and service is performed by Ford QVM partners and Ford Dealers, electric powertrain and battery maintenance and service is performed by Lightning Systems at their facility in Loveland, Colorado. The battery capacity is 86kWh, with a 120 mile range. Level 2 and Level 3 charging compatible. Rear Americans with Disabilities Act (ADA) approved wheelchair lift and securement system. 8 year / 100,000 mile powertrain and battery warranty. This is the second generation vehicle of the Lightning Systems electric powertrain. Lightning Systems has delivered over 50 vehicles. Lightning System is eligible for HVIP and SJVAPCD funding.

Diamond Coach / ZeroNox

ZeroNox proposed the Diamond Coach VIP 2200 model, Ford E450 chassis with a ZeroNox/EVT electric powertrain. Chassis maintenance and service is performed by Ford QVM partners and Ford Dealers, electric powertrain and battery maintenance and service is performed by ZeroNox/EVT at their Porterville facility. The battery capacity is 106kWh, with a 175 mile range. Level 2 and Level 3 charging compatible. Rear ADA approved wheelchair lift and securement system. 5 year / 60,000 mile powertrain and battery warranty. This would be the first delivery of this vehicle type for ZeroNox. ZeroNox is not eligible for SJVAPCD funding due to the excessive vehicle weight. As of August 12, 2019, both Diamond Coach and ZeroNox are in the process of being eligible vendors for HVIP funding. Award of project is contingent on Diamond Coach or ZeroNox being eligible HVIP funding vendors.

GreenPower Motor Company

Greenpower proposed the EV Star model, which has a purpose built chassis, but is similar to a Ford Transit 3500HD chassis, and GreenPower electric powertrain. Maintenance and service is performed by GreenPower at their Porterville facility. The battery capacity is 118kWh, with a 200 mile range. Level 2 and Level 3 charging compatible. Rear ADA approved wheelchair lift and securement system. 5 year / 60,000 mile powertrain and battery warranty. GreenPower has delivered over 40 EV Star vehicles. GreenPower's EV Start is eligible for HVIP funding, but not eligible for SJVAPCD funding due to the excessive vehicle weight.

Creative Bus Sales / Phoenix Motorcars

Creative Bus Sales proposed the Phoenix Motorcar Zeus model, Ford E450 chassis and Phoenix Motorcar electric powertrain. Chassis maintenance and service is performed by Ford QVM partners and Ford Dealers, electric powertrain and battery maintenance and service is performed by Phoenix Motorcar at their Ontario facility. The battery capacity is 105kWh, with a 110 mile range. Level 2 and Level 3 charging compatible. Rear ADA approved wheelchair lift and securement system. 5 year / 60,000 mile powertrain and battery warranty. Phoenix Motorcar has delivered over 75 vehicles. Phoenix Motorcar is eligible for HVIP funding, but not eligible for SJVAPCD funding due to the excessive vehicle weight.

Additional Equipment Required

The following additional equipment is required for each vehicle to properly function in revenue service. Rethought Reborn, the City's Advertising Contractor, will design and wrap the new vehicle. ViriCiti is a California Air Resources Board (CARB) approved vendor who is the only vendor capable of providing vehicle and charging station monitoring and smart charging technology in a single application. Cooks Communication was the low bid to provide 2-way radio equipment for the vehicle. Staff received proposals from the following items:

<u>Vendor</u>	<u>Description</u>	<u>Cost</u>
Rethought Reborn Media	Vehicle Wrap	\$64,347.23
ViriCiti	Passenger Van Telematics	\$44,504.08
ViriCiti	Transit Bus Telematics	\$49,092.58
Cooks Communication	2-Way Radio	\$8,659.27
		Total \$166,603.16

Project Cost Analysis

The following table represents the total cost for the project, which includes vehicles and additional equipment, from each vendor:

<u>Vendor</u>	<u>Project Cost</u>
NorCal Van	\$1,345,256.56
Diamond Coach	\$1,348,555.15
GreenPower	\$1,781,363.16

Funding

A menu of funding sources have been planned and programmed to fully-fund the project. The City of Porterville has \$600,000 in Measure R funding available for the purchase of transit vehicles. For the past three (3) fiscal years, staff has been programming SB1/State of Good Repair (SGR) funding (FY 2017/18 to 2019/20) for the purpose of purchasing battery-electric passenger vans totaling \$255,806. The SJVAPCD's New Alternative Fuel Vehicle Purchase Program provides up to \$20,000 per vehicle, with a limit of \$100,000 per agency per year for the purchase of new alternative fueled vehicles. The NorCal Van electric passenger van is the only vehicle that qualifies for this program due to Gross Vehicle Weight Rating (GVWR) less than or equal to 14,000 pounds. The CARB Agreement (G14-LCTI-10) will provide funding for the purchase of one (1) vehicle, without the HVIP voucher, additional equipment for the vehicle, and Transit Bus Telematics from ViriCiti. The actual amount is contingent on Councils vendor selection. HVIP EVSE Incentive Voucher funding is available in the amount of \$9,240 for the charging station monitoring and smart charging software provided by ViriCiti. The remaining balance of the project will be funded by Local Transportation Funds (LTF) funding that has been budgeted for fiscal year 2019-2020. This project is contingent on the availability of HVIP Vehicle Voucher funding, which is currently oversubscribed, but the program will be refunded in the next couple of months. It is important that Council provide staff a recommended vendor so the vendor can submit a project for funding. Once the project is funded by HVIP, staff will proceed with a purchase order.

The following table represents the funding sources and the amounts based on each vendor:

	<u>NorCal Van</u>	<u>Diamond Coach</u>	<u>GreenPower</u>	<u>Creative</u>
Project Cost	\$ 1,345,256.56	\$ 1,348,555.15	\$ 1,781,363.16	\$ 2,514,312.28
Measure R	\$ 600,000.00	\$ 600,000.00	\$ 600,000.00	\$ 600,000.00
SB1/SGR	\$ 255,806.00	\$ 255,806.00	\$ 255,806.00	\$ 255,806.00
Air District	\$ 100,000.00	\$ -	\$ -	\$ -
CARB	\$ 231,715.70	\$ 229,378.08	\$ 254,483.00	\$ 326,524.51
HVIP EVSE	\$ 9,240.00	\$ 9,240.00	\$ 9,240.00	\$ 9,240.00
LTF	\$ 148,494.86	\$ 254,131.07	\$ 661,834.16	\$ 1,322,741.77
Total Funding	\$ 1,345,256.56	\$ 1,348,555.15	\$ 1,781,363.16	\$ 2,514,312.28

Funding Analysis

Staff has determined that the NorCal Van proposal to be responsive, lowest cost, and requires the least amount of LTF funds. NorCal Van's proposed model is also the only

vehicle that qualifies for \$100,000 in funding from the San Joaquin Valley Air Pollution Control District's New Alternative Fuel Vehicle Purchase Program. The Diamond Coach proposal requires an additional \$105,637 in LTF funds and the GreenPower proposal requires an additional \$513,339 in LTF funds. Should the Council elect to use a significant amount of LTF funding, local street and road funding would be affected. The City's CARB Grant does provide enough funding for the NorCal Van, Diamond Coach, and GreenPower proposals. The Creative Bus Proposal exceeds the amount of CARB and LTF funding available, and a reduction in the number of vehicles would be required to meet the City's budget.

Conclusion

It is staff's recommendation to award the project to NorCal Van's, based on responsiveness, lowest overall cost, and the least amount of LTF funds for the purchase of twelve (12) electric passenger vans. Proposals were received from two (2) local dealers, and staff is requesting Council's direction on the selection of the award.

RECOMMENDATION: That the City Council provide staff direction on the purchase of twelve (12) electric passenger vans and associated equipment.

ATTACHMENTS:

1. NorCal Van Lightning System Proposal 1 Van
2. NorCal Van Lightning System Proposal 11 Vans
3. ZeroNox Diamond Coach VIP 2200 Proposal
4. GreenPower EV Star Proposal
5. Creative Bus Sales Phoenix Motorcar Proposal
6. Rethought Reborn Media - Vehicle Wrap Proposal
7. ViriCiti Van Telematics and Smart Charging Proposal
8. ViriCiti Ebus Telematics and Smart Charging Proposal
9. Cooks Communications Proposal
10. B&J Proposal

Appropriated/Funded: JR for MB

Review By:

Department Director:

Michael Knight, Deputy Public Works Director/Field Services Manager

Final Approver: John Lollis, City Manager



www.norcalvans.com



1300 Nord Ave. Chico CA 95926

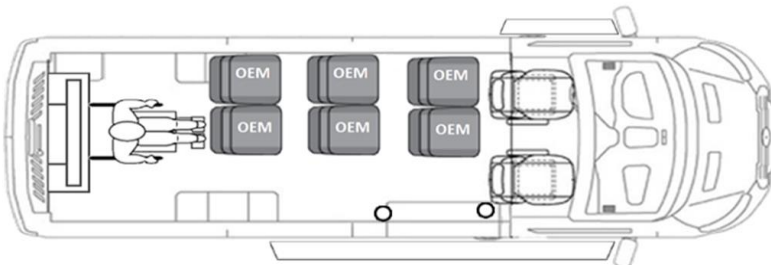
866-892-0150



Fed ID# 94-2698111

Transit Special Order Upfit Guide

(Version 6/19)		Created By:		Greg		Proposal#		81219B									
Quote Date:		8/12/2019		Quote Expiration Date:		9/11/2019		Price Level:		Retail							
Dealer Information																	
Dealer/Customer:			Porterville Transit			Contact:			Richard Tree			Reference:			Lightning Systems		
Street:			61 West Oak Ave			Phone:			559-782-7448								
City/State/ZIP:			Porterville			CA			93257			Email:			rtree@ci.porterville.ca.us		
Model:			350 EL Passenger Van			Color:			TBD			VIN:			TBD		
Nor-Cal Vans Paratransit Package Standard Features																	
• Ford OEM seats retained when possible. • Wheelchair Lifts and Installation FMVSS 403/404 Compliant • Flush-mount L-Track • Wheelchair Lift Interlock System. • Tie-Down Storage Bags • Altro Transflor Meta Flooring at Wheelchair Securement areas																	
Package	NorCal Vans Base Package Pricing						QTY		Retail	TOTAL							
Transit Wagon Packages																	
LWB-WE	Transit Wagon 350EL Base Package						1		\$9,698	\$9,698							
Options																	
KA-LI-01272	Ricon K2010 Bi-Fold Platform Wheelchair lift. 33"x54" Platform, 800lb Capacity. Rear Door						1		\$4,914	\$4,914							
KA-TD-01209	Q'Straint Q8300/MAX-Series Retractable Tie-Down Belts w/Lap and Shoulder						1		\$605	\$605							
KA-IN-02097	Insulate Walls & Headliner (Option on Wagons, Standard on Cargos)						1		\$300	\$300							
KA-GR-01237	Entry Grab Bar Stanchion, B-Pillar. Stainless Steel.						1		\$110	\$110							
KA-GR-02180	Entry Grab Bar Stanchion, C-Pillar. Stainless Steel.						1		\$127	\$127							
KA-GR-01160	Overhead Grab Rail (High-Top)						1		\$636	\$636							
KA-RB-01976	Stainless Steel Step Running Boards (Driver Door, Both Passenger Doors)						1		\$1,814	\$1,814							
KA-SA-01155	Safety kit #1, Transit (5lb BC Fire extinguisher, 25-Unit First Aid Kit, Reflective triangle flare kit (3), Seatbelt strap cutter/window breaker escape tool)						1		\$174	\$174							
KA-DE-01201	ADA Signage/Decal Kit						1		\$22	\$22							
KA-EL-01235	Back Up Alarm (Ecco) Mounted Under Rear Of Van						1		\$94	\$94							
Spec-A	Lightning Systems Electric Conversion, as per Lightning Systems quote #Q080219-02TS. <u>Please refer to this Q080219-02TS for additional details on the conversion.</u>						1		\$106,590	\$106,590							
Training	Training for EV Powertrain Drivers and Fleet Managers (2 on-site sessions, 4 hours each)						1		\$2,850	\$2,850							
L.S. Discount	Lightning Systems volume discount for order of 5+ Lightning powertrains with DCFC Fast Charge (As per Lightning Systems quote #Q080219-02TS)						1		-\$5,000	-\$5,000							
L.S. Option	Lightning Analytics hardware and 12-month subscription (\$995 first year, \$450 the second year)						1		\$995	\$995							
L.S. Discount	First Year Analytics charge waived (quantity 11 or more)						1		-\$995	-\$995							
								Conversion Total:		\$122,934							
Chassis																	
2020 Ford Transit 350-EL Passenger	2020 Transit 350-EL Passenger Van, High Roof, #U4X, 148" WB EL. 3.5 V-6 Engine. XLT Trim. Cloth Seats. Power Driver Seat. Lane Keep Alert. Power Short-Arm Mirrors Heated with Turn Signals. Forged Aluminum Wheels. Daytime Running Lights.						1		\$44,197	\$44,197							
GPC	Ford GPC Discount (available from Ford to qualified customers) (Subject to Change)						1		-\$5,000	-\$5,000							
Mobility	Mobility Rebate (available from Ford and subject to change)						1		-\$1,000	-\$1,000							
								Chassis Total		\$38,197							
								Conversion (Above)		\$122,934							
								NCV Conversion Discount (\$1500/Van):		-\$1,500							
								Transportation (\$500/Van)		\$500							
								Total Sale:		\$160,131							
Sales tax and license fees are not included in this proposal. (Sales tax on Lightning System conversion is on Pre-Voucher amount)																	



Signature
Date
Purchase Order #



www.norcalvans.com



1300 Nord Ave. Chico CA 95926

866-892-0150



Fed ID# 94-2698111

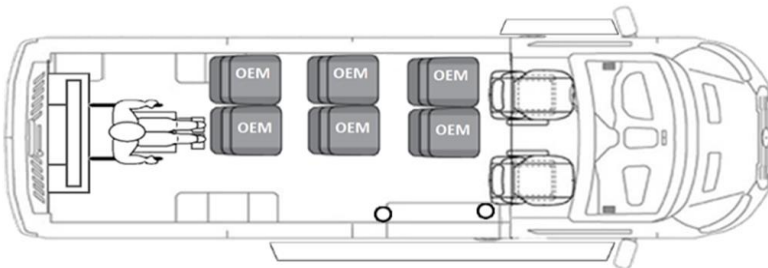
Transit Special Order Upfit Guide

(Version 6/19)		Created By: Greg		Proposal#	81219A
Quote Date: 8/12/2019		Quote Expiration Date: 9/11/2019		Price Level:	Retail
Dealer Information					
Dealer/Customer: Porterville Transit		Contact: Richard Tree		Reference: Lightning Systems	
Street: 61 West Oak Ave		Phone: 559-782-7448			
City/State/ZIP: Porterville CA 93257		Email: rtree@ci.porterville.ca.us			
Model: 350 EL Passenger Van		Color: TBD		VIN: TBD	
Nor-Cal Vans Paratransit Package Standard Features					
• Ford OEM seats retained when possible. • Wheelchair Lifts and Installation FMVSS 403/404 Compliant • Flush-mount L-Track • Wheelchair Lift Interlock System. • Tie-Down Storage Bags • Altro Transflor Meta Flooring at Wheelchair Securement areas					
Package	NorCal Vans Base Package Pricing	QTY		Retail	TOTAL
Transit Wagon Packages					
LWB-WE	Transit Wagon 350EL Base Package	11		\$9,698	\$106,678
Options					
KA-LI-01272	Ricon K2010 Bi-Fold Platform Wheelchair lift. 33"x54" Platform, 800lb Capacity. Rear Door	11		\$4,914	\$54,054
KA-TD-01209	Q'Straint Q8300/MAX-Series Retractable Tie-Down Belts w/Lap and Shoulder	11		\$605	\$6,655
KA-IN-02097	Insulate Walls & Headliner (Option on Wagons, Standard on Cargos)	11		\$300	\$3,300
KA-GR-01237	Entry Grab Bar Stanchion, B-Pillar. Stainless Steel.	11		\$110	\$1,210
KA-GR-02180	Entry Grab Bar Stanchion, C-Pillar. Stainless Steel.	11		\$127	\$1,397
KA-GR-01160	Overhead Grab Rail (High-Top)	11		\$636	\$6,996
KA-RB-01976	Stainless Steel Step Running Boards (Driver Door, Both Passenger Doors)	11		\$1,814	\$19,954
KA-SA-01155	Safety kit #1, Transit (5lb BC Fire extinguisher, 25-Unit First Aid Kit, Reflective triangle flare kit (3), Seatbelt strap cutter/window breaker escape tool)	11		\$174	\$1,914
KA-DE-01201	ADA Signage/Decal Kit	11		\$22	\$242
KA-EL-01235	Back Up Alarm (Ecco) Mounted Under Rear Of Van	11		\$94	\$1,034
Spec-A	Lightning Systems Electric Conversion, as per Lightning Systems quote #Q080219-01TS. Please refer to this Q080219-01TS for additional details on the conversion.	11		\$106,590	\$1,172,490
HVIP Voucher	CA HVIP Base Voucher (assumes vehicle has less than 3500 miles and has not been previously licensed) (as per Lightning Systems quote #Q080219-01TS)	11		-\$80,000	-\$880,000
L.S. Discount	Lightning Systems volume discount for order of 5+ Lightning powertrains with DCFC Fast Charge (As per Lightning Systems quote #Q080219-01TS)	11		-\$5,000	-\$55,000
L.S. Option	Lightning Analytics hardware and 12-month subscription (\$995 first year, \$450 the second year)	11		\$995	\$10,945
L.S. Discount	First Year Analytics charge waived (quantity 11 or more)	11		-\$995	-\$10,945
Conversion Total:					\$440,924
Chassis					
2020 Ford Transit 350-EL Passenger	2020 Transit 350-EL Passenger Van, High Roof, #U4X, 148" WB EL. 3.5 V-6 Engine. XLT Trim. Cloth Seats. Power Driver Seat. Lane Keep Alert. Power Short-Arm Mirrors Heated with Turn Signals. Forged Aluminum Wheels. Daytime Running Lights.	11		\$44,197	\$486,167
GPC	Ford GPC Discount (available from Ford to qualified customers) (Subject to Change)	11		-\$5,000	-\$55,000
Mobility	Mobility Rebate (available from Ford and subject to change)	11		-\$1,000	-\$11,000
Chassis Total					\$420,167
Conversion (Above)					\$440,924
NCV Conversion Discount (\$1500/Van):					-\$16,500
Transportation (\$500/Van)					\$5,500
Total Sale:					\$850,091
Sales tax and license fees are not included in this proposal. (Sales tax on Lightning System conversion is on Pre-Voucher amount)					

Signature _____

Date _____

Purchase Order # _____





DIAMOND COACH - Proposal (1571)

Passenger Van with Wheelchair Lift

(Confidential Customer Copy)

DIAMOND COACH
JEFF CROCKETT
2300 WEST 4TH STR
OSWEGO, KS 67356

GVWR: 14,100 lbs

BATTERY: 106 kWh

Range: 175 Miles*

Certified with CARB Executive Order

QTY 1

	BASE
20122-19	VIP 2200 FORD BASE BODY
	CLIMATE CONTROL
50110G-3	HEATER & AC
	WINDOWS
100222-4	WINDOWS - TOP T-SLIDER 22 VIP
	BODY CONSTRUCTION
100221	FLOOR, 4 STEP ENTRY, NO WHEELWELLS
100266	FULL BODY UNDERCOAT
	MIRRORS
151535-1	MIRRORS, REMOTE ONLY, FORD, DOOR MNT SWITCHES
400605	MIRROR, 6X9 INTERIOR CONVEX, WIDE ANGLE VIEW
650407	MIRROR, REARVIEW W/BACKUP CAMERA
	EXTERIOR TRIM & ACCESSORY
300610	RUNNING BOARD, DRIVER, 10" DIAMOND PLATE
300715	FLAPS, FRONT, MUD (REAR MUD FLAPS STD. OPTION)
	SUSPENSIONS
150520	TIMBREN, SUSPENSION SPRING, E350, FORD
	FLOOR COVERINGS
350505	FLOORING, ALTRO, META 2.2 MM, CHARCOAL GRAY
	INTERIOR TRIM AND ACCESSORIES
400205	SHIELD, PLEXIGLAS TINTED, DRIVER
400305Y	PADDING, STANCHION & GUARD RAIL-YELLOW (INCLUDES BOTH SIDES)
400310-1	MOD PANEL-DRIVERS, UPHOLSTERED
400311	PANEL, MODESTY, DRIVER
400315-1	MOD PANEL-AT ENTRY DOOR, UPHOLSTERED
400400	YELLOW POWDER COAT (DIMPLED) INTERIOR STANCHIONS
400505Y	RAIL, OVERHEAD HAND ABOVE AISLE (YELLOW)
400510	RAIL, ENTRANCE, RIGHT HAND
	PARA TRANSIT OPTIONS
450211	RESTRAINT SYSTEM Q-STRAINT (L-TRK) Q-8100-A1 (RETRC LAP-SHLDR)
450220	CUTTER, WEBBING
450700	LIFT, REAR INSTALLATION
450705	HANDLE-ADD ON LIFT DOOR
L00166-2	LIFT, BRAUN, CENTURY-2, 1,000 LB FRONT PUMP
L00184	COVER, WHEELCHAIR LIFT, BRAUN
	LIGHTING & ELECTRICAL ITEMS
502005	PANEL, CONTROL - ILLUMINATED
502039	LIGHT, BRAKE, CENTER MOUNT, LED
502041	LIGHTS, SIDE DIRECTIONAL, LED, W/ GUARDS
502043	LIGHTING, LED, TAIL, BRAKE, & TURN SIGNALS, ROUND

* Payload, Driving Speed, and Road Grade will effect the range of the vehicle. Suggested daily range for this vehicle is 110 miles a day.



DIAMOND COACH - Proposal (1571)

Passenger Van with Wheelchair Lift

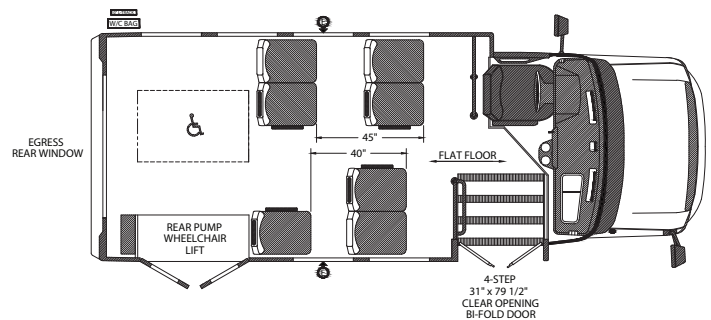
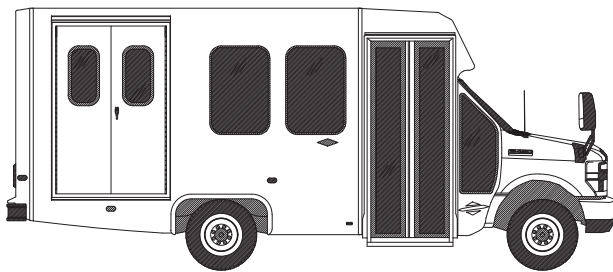
(Confidential Customer Copy)

SAFETY EQUIPMENT	
650205-1	HATCH, ROOF - TRANSPEC
650305	ALARM, BACKUP 97 DECIBLES
650805	KIT, SAFETY COMPLETE
	TRANSIT OPERATIONS OPTIONS
SEATING EQUIPMENT	
720100	MID-BACK RIGID SEATING, LEVEL 1
FABRIC LEVELS	
720001	LEVEL 1
ASSOCIATED SEAT EQUIPMENT	
705005	SEATBELT NON-RETRACTING
720020	ARMREST, NON PADDED RETRACTABLE
720021	HANDLE, GRAB ANTI-VANDAL
DRIVERS SEAT	
720801	SEAT, DRIVER FREEDMAN SHIELD RECLINER, LEVEL 1 (INCLUDES LUMBAR)
ENTERTAINMENT/COMMUNICATIONS	
750425	TWO WAY RADIO PREP PACKAGE
750426	RADIO GROUND PLANE
BATTERY CHARGER	
888718	19.6kW water-cooled onboard J1772 Level 2 Charger (Approximately 4.5 hour charge from 20% SOC to 100% SOC), with combo socket compatible with DC Fast Charge.

Limited Warranty

Bumper to Bumper.....	3 years / 36,000 miles
Powertrain.....	5 years / 60,000 miles
Battery Pack(s).....	5 Years 60,000 miles
Corrosion	5 years / Unlimited miles

Customer Net Per Vehicle	\$157,750.00
HVIP Voucher Credit	-\$80,000
Total Confidential Net Per Vehicle	\$77,750.00



2300 WEST 4TH STR - OSWEGO, KS 67356
206-423-0730 | jcrockett@diamondcoach.com

Thank you for the opportunity to provide you with this proposal on a new DIAMOND COACH.

VEHICLE QUOTE

GreenPower Motor Company, Inc.

1700 Hope Avenue

Porterville, CA 93257

info@greenpowerbus.com

www.greenpowerbus.com



QUOTE #	DATE
GPV - PT071119	7/11/2019

TO

Richard Tree

Transit Manager

City of Porterville

Phone: 559-782-7448 / rtree@ci.porterville.ca.us

SALES INFORMATION

Date of Quote: 7/11/2019

Reference:

Salesperson: Ryne Shetterly

Lead Time: 180 Days

DESCRIPTION OF VEHICLE(S)						
Year	Model	Body Style	Seating	Upholstery	Motor	Battery Size
2019	EV Star	Standard config w/ (1) ADA	TBD - See Drawing	Standard Vinyl	Prestolite TM4 PMSM	118 kWh
Options						
Includes ADA Signage/Decal Kits and Safety Kit (Fire Extinguisher, First Aid Kit, Reflective Triangle Kit)						
Charging						
DCFC & J1772-2 Included						

DESCRIPTION	QTY	BASE PRICE	EXT PRICE	ADA
GreenPower White GP EV Star 25ft Passenger Van	9	\$172,900.00	\$1,556,100.00	
Battery Pack - 118 kWh	9	\$0.00	\$0.00	
Telematics Package	9	\$0.00	\$0.00	
I/O Controls HAMS Telematics System	9	\$0.00	\$0.00	
Warranty Package	9	\$0.00	\$0.00	
ADA Wheelchair Lift Configuration	9	\$20,000.00	\$180,000.00	\$20,000.00
Braun Century Wheelchair Lift System	9	\$0.00	\$0.00	
Q'Straint Qpod Wheelchair Restraint System	9	\$0.00	\$0.00	

		Total	ADA
Base Price		\$172,900.00	
Option Total		\$20,000.00	\$20,000.00
HVIP Voucher		-\$90,000.00	
Total		\$102,900.00	
Non-Taxable		\$20,000.00	
Taxable Amount		\$172,900.00	
Porterville Tax Total (Per Unit)		\$15,993.25	9.25%
Sub-Total (Per Unit)		\$118,893.25	
DMV Fee		TBD	
Tire Fee		TBD	
Delivery		TBD	
Total		\$118,893.25	
Number of Units	9		
Training		\$2,500.00	
Final Total		\$1,072,539.25	

Thank you for your business!

PAYMENT INFORMATION

NOTES
DMV Fee, Tire Fee, Delivery Fee to be added Training: Includes (8) hours of Maintenance Training & (8) hours of Operators Training Includes: \$1,000 Parts Credit per Unit

This quote is subject to the attached Terms and Conditions of Sale

Customer Signature



13501 Benson Avenue • Chino, CA 91710 800.326.2877



Creative Bus Sales
The Nation's Largest Bus Dealer
(888) 633-8380

Phoenix Battery Electric Bus - (Ford E-450/Starcraft Allstar)

Base Price	\$249,019.00	
Published Options	\$2,094.08	
Non-Published Options	-\$5,000.00	

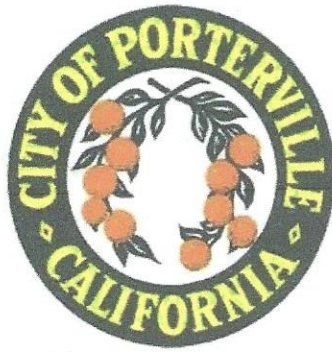
The Non-Taxable Amount is the ADA Equipment in the Base and Added as Options			
The Taxable Amount Includes the Mobility Rebate of \$1,000.00 For Ford Chassis			
Porterville*			
Total	\$246,113.08	\$9,500.00	
Doc Prep Fee	\$85.00		
Non-Taxable	\$9,500.00		
Taxable Amount	\$238,383.08		
Tax Total	\$22,050.43	9.250%	
Sub-Total	\$268,248.51		
HVIP Discount	\$0.00		
DMV E-File Fee:	\$30.00		
DMV Fee	\$0.00	(Estimated)	
Tire Fee	\$12.25		
Local Delivery	\$685.00	0	
Total	\$268,975.76	Insert Miles	
Number of Units	9		
Final Total	\$2,420,781.88		
0			

Prepared for: The City of Porterville

C/O Creative Bus Sales

Richard Tree
Transit Manager
City of Porterville
559-782-7448

rtree@ci.porterville.ca.us



The City of Porterville

Quote # SA-QS-433C

Zero Emission Shuttle Project: City of Porterville



Thomas Allen
Sales and Marketing Executive
thomasa@phoenixmotorcars.com

Office 909.987.0815
Cell 323.217.9483
www.phoenixmotorcars.com

Section I- CHARGER SPECIFICATIONS

Level II AC Charger:

Clipper Creek – CS-100 J1772 AC Single Port Charger

- Adjustable power levels – Capable of 80 Amp power output
- Quality – Technology that works for the life of your current plug-in vehicle and then some
- Convenience– 25 feet of charging cable for installation and operation flexibility
- Durability – Rugged, fully sealed NEMA 4 enclosure for installation anywhere
- Reliability – Backed by Clipper Creek's 1-year warranty, and outstanding customer service
- Total Charge time from Empty to Full on PHOENIX Electric Vehicles of 9 Hours



Level III DC Fast Charger:

BTC Power – CHAdeMO DC Single Port Fast Charger

- Single Port – CHAdeMO
- 15" outdoor color display Touchscreen
- Cord Retractor on top – (Single Lanyard retractor)
- Emergency Stop Button
- RFID Reader
- Wireless Modem
- Dome Light
- Continuous Charging Time 255Min
- Cover CCS INLET
- Input Power: 480 VAC, 3-Phase
- Input Breaker: 2 x 80 A @ 480 3- Phase
- Nominal Output DC Voltage: Up to 125 Amps @ 400 V
- Operating Temperature: -30 C to 50 C
- Efficiency Rating: 92%
- Total Charge time from Empty to Full on Phoenix Electric Vehicles of ~ 3.5 Hours.



PRICE QUOTATION – CHARGERS – Level II:

Level II Charger	QTY	Unit Price	Extended Price
Level II AC – 12 kW Clipper Creek CS-100 Charger:	1	<u>\$2,399</u>	<u>\$2,399</u>
Pedestal Option:	1	<u>\$769</u>	<u>\$769</u>
Subtotal for Level 2 Charger ¹	1	<u>\$3,168</u>	<u>\$3,168</u>
HVIP Incentive Plus up –EVSE ¹ :	1	<u>(\$3,168)</u>	<u>(\$3,168)</u>
Subtotal for Level 3 Charger after HVIP Incentive:	1	<u>\$0</u>	<u>\$0</u>
Taxes:	1	<u>\$293</u>	<u>\$293</u>
Shipping:	1	<u>\$299</u>	<u>\$299</u>
Total ^{1,2} :	1	<u>\$592</u>	<u>\$592</u>

1. Subject to approval from HVIP. Currently being evaluated on a case by case basis.
2. Does not include installation costs.

OR

PRICE QUOTATION – CHARGERS – Level III:

Level III DC Fast Charger	QTY	Unit Price	Extended Price
BTC Level III CHAdeMO Charger – 50kw ¹	<u>1</u>	<u>\$29,500</u>	<u>\$29,500</u>
HVIP Incentive Plus up –EVSE ¹ :	<u>1</u>	<u>(\$29,500)</u>	<u>(\$29,500)</u>
Subtotal for Level 3 Charger after HVIP Incentive:	<u>1</u>	<u>\$0</u>	<u>\$0</u>
Taxes:	<u>1</u>	<u>\$2,729</u>	<u>\$2,729</u>
Shipping:	<u>1</u>	<u>\$1,299</u>	<u>\$1,299</u>
Total ^{1,2} :	<u>1</u>	<u>\$4,0289</u>	<u>\$4,028</u>

1. Subject to approval from HVIP. Currently being evaluated on a case by case basis.
2. Does not include installation costs.

WARRANTY COVERAGE:

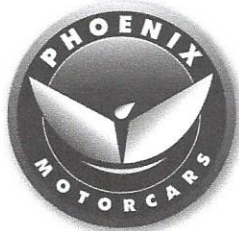
Phoenix Motorcars' Zero Emission Shuttle Bus and Charging Station Warranty Coverages are summarized below:

Components	Coverage	Comments
DC Fast Charge Station	Two years – Parts One year - Labor	Limited BTC Power Warranty
AC Charge Station	Full coverage – Labor, Travel, Freight & Parts	1 year from date of installation

1. All Warranties are **voided** if the customer does not perform the following conditions:
 - a. Comply with any service or recall advisories.
 - b. Follow all recommended service, maintenance and use requirements in a timely manner as set forth in the Phoenix Owner's & Maintenance Manual.
 - c. Carrying Passengers and Cargo within the specified load limits.
 - d. Make all required repairs.
2. Warranty details and requirements can be found in the Phoenix Owner's and Maintenance manual. The manual is provided at vehicle delivery – Please contact Phoenix for extra copies.

Thank you for inquiring about the Phoenix Motorcars Zero Emission Utility Shuttle.
We appreciate your consideration.

Please contact us at (909) 987-0815 with any questions



Quote for On-Demand Transit Fleet



PROPOSAL 3556437
ISSUED June 20, 2019

FROM Rethought Reborn Media
 PO Box 6260
 Arnold, CA 95223-6260

TO City of Porterville, Porterville Transit
 Richard Tree
 15 E. Thurman Ave.
 Porterville, CA 93257

ITEM	QUANTITY	PRICE	TOTAL
Branding Development Logo design includes three (3) logo designs with up to two (2) revisions. Also includes font pairings and color palette. *All file versions of the final design will be provided once approved (.jpg, .png, .pdf, high resolution), as well as fonts and color HEX codes.	1	\$250.00	\$250.00
Transit Fleet Design Design for transit fleet vehicles including selected logo, fleet numbers, and other requested items for all vehicle makes & models in fleet. Includes print-ready artwork once final design is approved. Included in branding development.	1	\$0.00	\$0.00

Additional Options

Please select any of the following options:

	QUANTITY	PRICE	TOTAL
☒ PT On-Demand Transit wrap - Production Full wrap printed on Avery 1105 with 1360 laminate for PT On-Demand ride service. Based on rough dimensions provided for Ford Transit 3500 extended length high roof (full wrap not including roof). Based on Diamond Coach VIP 2200 model.	12	\$3,354.12	\$40,249.44
☒ PT On-Demand Transit wrap - Installation Installation of full wrap. Based on rough dimensions provided for Ford Transit 3500 extended length high roof (full wrap not including roof). Based on Diamond Coach VIP 2200 model.	12	\$1,677.06	\$20,124.72

Subtotal: **\$60,624.16**
 Porterville (9.25%) **\$3,723.07**

Total: **\$64,347.23**

To indicate your acceptance of the above, sign electronically below.

Type your name



Porterville electric passenger van proposal

201700523

To:
Richard Tree
City of Porterville

Prepared by:
Joel Torr
ViriCiti

Date:
August 12, 2019

Offer

Integration costs

Initial development costs include the integration of the vehicle CAN database, or charger communication protocol, to the ViriCiti framework, set up of servers, and development of a customized front-end. For City of Porterville, these costs will be set to **40 hours**.

DataHub

Every asset that is connected with the ViriCiti platform needs to be equipped with a DataHub. The DataHub is collecting, filtering and sending all the data to the ViriCiti server.



Pricing for the DataHub is shown below:

Amount of assets	1-49	50-199	200+
Price per DataHub	\$ 999	\$ 949	\$ 899

Licenses - Bus Operators

Each connected system requires a software license for data access. Within this license, ViriCiti covers all costs for data transfer, data storage, updates, administration and future developments. ViriCiti offers the following licenses for Operators:

Basic package



Vehicle

Basic

- + Vehicle Statistics
- + Route Energy Statistics
- + Management Reports
- + Faults & Warnings
- + Incident Reporter

Optional packages

Driver Behavior

- + Driver Statistics
- + Regenerative braking profile
- + Summary reports

Maintenance

- + Remote Diagnostics
- + Battery Statistics



Charging station

Basic

- + Real-time overview of charging processes
- + Charger status, speed and efficiency
- + Charge session reports

Smart Charging

- + Load balance between chargers
- + Set maximum peak load
- + Prioritize chargers

Pricing for Operator Licenses are shown below:

Amount of assets	1-49	50-199	200+
Basic - vehicle	\$ 65	\$ 50	\$ 40
Driver behavior	\$ 14	\$ 10	\$ 8
Maintenance	\$ 16	\$ 13	\$ 10
Basic - charging station	\$ 25	\$ 20	\$15
Smart charging	\$ 45	\$ 35	\$ 30

Prices in the table are per asset per price/month

Offer overview

The offer from above is summarised within this table:

Name	Quantity	Price	Total
☒ Integration costs	40	\$95 / hour	\$3,800
*This cost may not be required depending on the final selection of van if the Make/Model exist in the Viriciti framework			

Name	Quantity	Price	Total
Hardware			
Datahub DH_REV_5	12	\$999	\$11,988
OEM Installation kit DH_CONN_001, QTY 01 DH_PINN_002, QTY 10 DH_OEMA_001, QTY 01	12	\$99	\$1,188
Licenses - Vehicle			
Basic Electric	12	\$780 / year	\$9,360
Smart Drive	12	\$168 / year	\$2,016
Maintenance	12	\$192 / year	\$2,304
Licenses - Charging Station			
Monitoring	12	\$300 / year	\$3,600
Smart Charging	12	\$540 / year	\$6,480
Total			\$40,736

Terms & Conditions

Licenses

- The license comes with a two-year contract. After this timeframe the license will automatically be renewed every year with the applicable party;
- Half a year before the end of the license period it will be renewed automatically, if the contract has not been terminated;
- Three months after DataHub delivery the license will be activated automatically, if not activated before.

Hardware

- Standard warranty given for the hardware is 2 years after shipment;
- Alternative to purchasing, leasing plans for the hardware are available. Please contact sales for further information;

Payment conditions

- Payment terms: 30 days after invoice date;
- At acceptance of the offer, the initial engineering costs and hardware costs are invoiced;
- After integration and delivery of the full system, the annual license fee will be charged;
- The license fee is charged every year in advance;
- Offer is drafted excluding shipping costs, import costs and is excluding sales tax;
- Applicable sales tax will be included in hardware invoicing;

Delivery agreements

- After contract signature and delivery of CAN Matrix, it takes 4-6 weeks for product delivery;
- FOB Destination, Freight Prepaid & Add
- Installation of the hardware needs to be performed by OEM or operator and cannot be charged on ViriCiti's account;

Cellular services

- ViriCiti supplies the cellular services for the following countries:
 - In Europe: Andorra, Belgium, Bulgaria, Cyprus (Greece), Denmark, Germany, Estonia, Finland, France (and the overseas territories), Greece, Hungary, Ireland, Iceland, Italy, Croatia, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Austria, Poland, Portugal, Romania, San Marino, Slovenia, Slovakia, Spain, Czech Republic, Vatican City, United Kingdom and Sweden;
 - In North America: United States of America, Canada, Mexico;
- Any usage outside of the above listed countries will cause severe extra costs which will be invoiced to customer;

Data ownership and usage

- Data produced by the assets will remain property of customer;
- ViriCiti performs frequent anonymous analysis on system data to improve its products. Outcome of these analyses will become part of the ViriCiti system and are only accessible by ViriCiti staff;
- Results of analyzed data is property of ViriCiti also after the cooperation has ended. This data can be published anonymously;
- At any time, customer may request the removal of asset data. ViriCiti will immediately follow-up on this request;
- Data will be stored for one full year of operation. On request, ViriCiti will perform data exports beyond this time-frame;
- Above all, data is always handled and stored with the highest security protocols;

General Terms & conditions

In addition to these descriptions, the following terms and conditions apply:

- General terms and conditions of ViriCiti, supplied on <https://www.viriciti.com/terms-conditions-LLC>

- Service level agreement, supplied on <https://www.viriciti.com/SLA-service-level-agreement.pdf>

Order of preference

The documents included or referred to in this document shall, in case of a conflict between two or more of the documents, be applied in the following order of priority:

- This (cover) document
- ViriCiti's General terms and conditions
- ViriCiti's brochure

Porterville Ebus Telematics and Smart Charging Proposal

201700383

To:
Richard Tree
City of Porterville

Prepared by:
Joel Torr
ViriCiti

Date:
August 12, 2019

Offer

Current Situation

Since you are an existing customer of ViriCiti, we have summarised your purchases so far with us. Based on these purchases, your volume discount is adapted on this new offer below.

Items	Amount	Start Date
DataHub	x	-
License Operator	x	1st of April 2017

Integration costs

Initial development costs include the integration of the vehicle CAN database, or charger communication protocol, to the ViriCiti framework, set up of servers, and development of a customized front-end. For City of Porterville, these costs will be set to **40 hours**.

DataHub

Every asset that is connected with the ViriCiti platform needs to be equipped with a DataHub. The DataHub is collecting, filtering and sending all the data to the ViriCiti server.



Pricing for the DataHub is shown below:

Amount of assets	1-49	50-199	200+
------------------	------	--------	------

Price per DataHub	\$ 999	\$ 949	\$ 899
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Licenses - Bus Operators

Each connected system requires a software license for data access. Within this license, ViriCiti covers all costs for data transfer, data storage, updates, administration and future developments. ViriCiti offers the following licenses for Operators:



Vehicle

Basic package

Basic

- + Vehicle Statistics
- + Route Energy Statistics
- + Management Reports
- + Faults & Warnings
- + Incident Reporter

Optional packages

Driver Behavior

- + Driver Statistics
- + Regenerative braking profile
- + Summary reports

Maintenance

- + Remote Diagnostics
- + Battery Statistics



Charging station

Basic

- + Real-time overview of charging processes
- + Charger status, speed and efficiency
- + Charge session reports

Smart Charging

- + Load balance between chargers
- + Set maximum peak load
- + Prioritize chargers

Pricing for Operator Licenses are shown below:

Amount of assets	1-49	50-199	200+
Basic - vehicle	\$ 65	\$ 50	\$ 40
Driver behavior	\$ 14	\$ 10	\$ 8
Maintenance	\$ 16	\$ 13	\$ 10
Basic - charging station	\$ 25	\$ 20	\$ 15
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Prices in the table are per asset per price/month

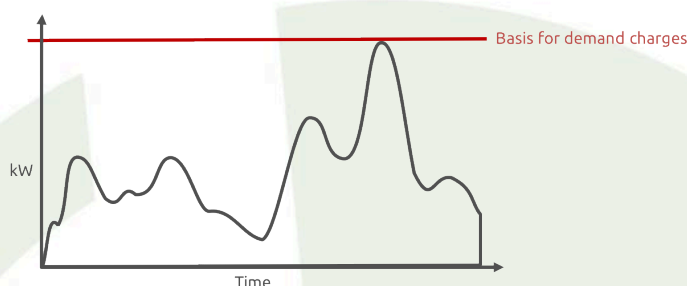
Smart charging

Smart charging can save on energy costs

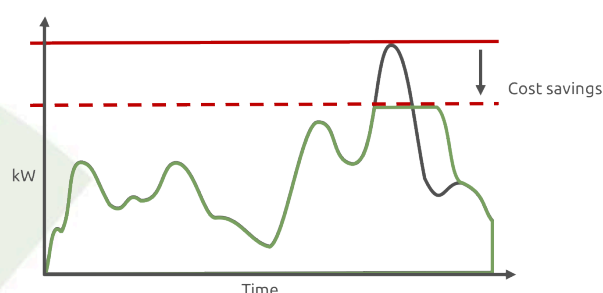
When the number of buses and chargers increases, the energy consumption and peak power demands follow suit. This increase consists of 3 main parts:

- **Grid upgrade costs** for the installation required for the higher peak power demand
- **Time of Use rates** for the charged energy during on- and off-peak times and seasons
- **Demand Charges** based on the peak power demand per month

Normal charging

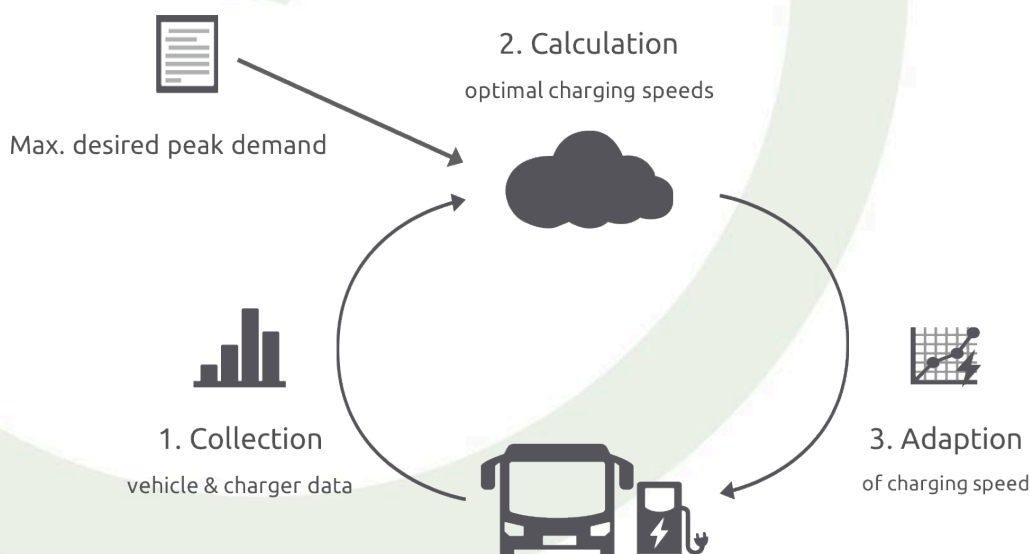


Smart charging



How our smart charging solution works

The ViriCiti smart charging solution manages the individual chargers from the cloud. Using specific parameters from the transit authority it creates and maintains an optimal charging strategy. This ensures that all the right vehicles will have sufficient battery range to run their routes without concern.



Offer overview

The offer from above is summarised within this table:

Name	Quantity	Price	Total
Integration costs	40	\$95 / hour	\$3,800
*integration costs for the Green Power transit bus			
Hardware			
Datahub DH_REV_5	11	\$999	\$10,989
Aftermarket Installation kit DH_CONN_001, QTY 01 DH_PINN_002, QTY 10 DH_GPSEA_001, QTY 01 DH_CA_001, QTY 01	11	\$49	\$539
Licenses - Vehicle			
Basic Electric	11	\$780 / year	\$8,580
☒ Smart Drive	11	\$168 / year	\$1,848
☒ Maintenance	11	\$192 / year	\$2,112
Licenses - Charging Station			
Monitoring	12	\$300 / year	\$3,600
☒ Smart Charging	12	\$540 / year	\$6,480
Installation			
☒ 1st system	1	\$999 / each	\$999
☒ additional systems	10	\$499 / each	\$4,990
Training			
☒ Onsite training	1	\$999 / each	\$999
☒ Remote training	1	\$0 / each	\$0
Total			\$44,936

Terms & Conditions

Licenses

- The license comes with a two-year contract. After this timeframe the license will automatically be renewed every year with the applicable party;
- Half a year before the end of the license period it will be renewed automatically, if the contract has not been terminated;
- Three months after DataHub delivery the license will be activated automatically, if not activated before.

Hardware

- Standard warranty given for the hardware is 2 years after shipment;
- Alternative to purchasing, leasing plans for the hardware are available. Please contact sales for further information;

Payment conditions

- Payment terms: 30 days after invoice date;
- At acceptance of the offer, the initial engineering costs and hardware costs are invoiced;
- After integration and delivery of the full system, the annual license fee will be charged;
- The license fee is charged every year in advance;
- Offer is drafted excluding shipping costs, import costs and is excluding sales tax;
- Applicable sales tax will be included in hardware invoicing;

Delivery agreements

- After contract signature and delivery of CAN Matrix, it takes 4-6 weeks for product delivery;
- FOB Destination, Freight Prepaid & Add
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Cellular services

- ViriCiti supplies the cellular services for the following countries:
 - In Europe: Andorra, Belgium, Bulgaria, Cyprus (Greece), Denmark, Germany, Estonia, Finland, France (and the overseas territories), Greece, Hungary, Ireland, Iceland, Italy, Croatia, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Austria, Poland, Portugal, Romania, San Marino, Slovenia, Slovakia, Spain, Czech Republic, Vatican City, United Kingdom and Sweden;
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- Any usage outside of the above listed countries will cause severe extra costs which will be invoiced to customer;

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- Service level agreement, supplied on <https://www.viriciti.com/SLA-service-level-agreement.pdf>

Order of preference

The documents included or referred to in this document shall, in case of a conflict between two or more of the documents, be applied in the following order of priority:

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- ViriCiti's General terms and conditions
- ViriCiti's brochure



Estimate

160 North Broadway
Fresno, CA 93701-1592

Customer No.: PORTERVILLE

Quote No.: 8820

Phone: (559) 233-8818

(559) 268-8506

Quote To: **City of Porterville**

291 N Main St
Porterville, CA 93257-0000

Ship To: **City of Porterville**

TRANSIT
RICHARD TREE
559-782-7448

Phone: (559) 782-7566

Fax: (559) 782-4050

Date			Ship Via		F.O.B.		Terms		
08/05/19			field install		Origin		Net Next EOM		
Purchase Order Number			Sales Person					Required	
			Derek Marchini					08/05/19	
Quantity			Item Number	Description	Unit Price	Amount			
Required	Shipped	B.O.							
12			NX-3820HGK-TF	Kenwood UHF, 45 watt, Digital Radio Package 3 Year Warranty	470.00	5640.00			
12			ROOF-FT-NITI-M	Stico Flexi Whip Antenna 136mhz-1ghz *Lifetime warranty*	43.00	516.00			
12			K794	Mounting Kit for Thick Roofs Up to 1/2 Thick 3/8-3/4 Hole 17' RG58/U	21.00	252.00			
12			RFU505ST	PL259 For RG58	5.00	60.00			
12			LAIFREG	Field Installation	125.00	1500.00			
2			LATRPORTERV	Travel - Porterville	95.00	190.00			

Quote subtotal 8158.00
Sales tax @ 7.75000% 501.27

Quote total 8659.27

We appreciate your continued patronage

Thank You



Estimate

160 North Broadway
Fresno, CA 93701-1592

Customer No.: PORTERVILLE
Quote No.: 8821

Phone: (559) 233-8818 (559) 268-8506

Quote To: **City of Porterville**

Ship To: ***TBD***

291 N Main St
Porterville, CA 93257-0000

Phone: (559) 782-7566
Fax: (559) 782-4050

Date		Ship Via		F.O.B.		Terms	
08/05/19		UPS Ground		Origin		Net Next EOM	
Purchase Order Number			Sales Person			Required	
			Derek Marchini			08/05/19	
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					
12			K794	Mounting Kit for Thick Roofs Up to 1/2 Thick 3/8-3/4 Hole 17' RG58/U	21.00	252.00	

Quote subtotal	252.00
Sales tax @ 7.75000%	19.53
Quote total	271.53

We appreciate your continued patronage

Thank You

P.O. Box 1333
Tulare, CA 93275
(559) 685-0101

2-WAY RADIO SALES & SERVICE COMMUNICATIONS

City Of Porterville
Attn Richard Tree
Antenna cable Quote

08/07/2019

12ea	KUG51	Dual shield low loss cable 17 ft No connector	\$24.00	\$288.00
			Tax	\$26.64
			Total	\$314.64

Service is our Motto!

P.O. Box 1333
Tulare, CA 93275
(559) 685-0101

2-WAY RADIO SALES & SERVICE COMMUNICATIONS

City Of Porterville
Attn Richard Tree
Radio Quote

08/07/2019

QTY	MODEL	DESCRIPTION	UNIT PRICE	TOTAL
12 ea	TK8180	UHF Trunking Radio Mounting and power kit	\$489.00	\$5,868.00
12ea	Larson	3db gain antenna	\$39.00	\$468.00
12ea	KUG51	Dual shield low loss 17 ft UHF Connector	\$34.00	\$408.00
			Parts Total	\$6,744.00
			Tax	\$623.82
12ea	Installation		\$145.00	\$1,740.00
			Total	\$9,107.82

Service is our Motto!



CITY COUNCIL AGENDA – AUGUST 20, 2019

SUBJECT: Acceptance of Southern California Edison Charge Ready Transport Program Funds and Authorization to Purchase Charging Station Equipment

SOURCE: Public Works

COMMENT: The Southern California Edison (SCE) Charge Ready Transport Program supports both California's and the City's greenhouse gas (GHG)-reduction goal. This program will assist the City with transitioning to cleaner fuels by reducing the cost for the purchase and installation of required small-, medium-, and heavy-duty charging infrastructure, as well as providing rebates to offset the cost of charging stations.

This program provides the infrastructure to support the installation of electric vehicle (EV) charging equipment at no cost to the City. SCE will design, construct, and install the necessary infrastructure on both the utility-side and customer-side of the electric meter. The City is responsible for the selection and purchase of charging equipment listed on SCE Approved Product List.

On June 4, 2018, City Council authorized staff to submit applications for funding under the Southern California Edison's Charge Ready Transport Program. Upon Council's direction, staff submitted two (2) projects for funding consideration. The first application was for twelve (12) 50 kilowatt (kW) charging stations to be constructed at the City's Corporation Yard to support the future electric passenger van fleet, and the second application was for two (2) 200kW charging stations to be constructed at the City's Downtown transit center to provide opportunity charging for the electric transit buses.

On August 9, 2019, staff received notice that both project applications were selected for funding and SCE provided the attached Agreements for consideration. The following information outlines the Charge Ready Transport Program Participation Agreement for each project.

The Charge Ready Transport Program Agreement sets forth the terms and conditions for the Program Participant to participate in the Charge Ready Transport Program. Pursuant to the terms of the Agreement, SCE will (1) install the infrastructure (as defined for each project) at no cost to the Program Participant; and (2) if applicable, remit the Charging Equipment Rebate and the Make-Ready Rebate after all terms and conditions have been met by the Program Participant.

All Program Participants are eligible for no-cost installation of the utility-side

and customer-side make-ready infrastructure. Only Program Participants meeting one of the following requirements will be eligible for the Charging Equipment Rebate:

(1) Installing charging equipment listed on the Approved Product List to service transit or school buses; or

(2) Installing charging equipment listed on the Approved Product List at a project site that is located in a designated Disadvantaged Community

City application CRT-2019-0038 is approved for twelve (12) approved charging stations, at the 19.3 - 50kW charging level, to be installed at the City's Corporation Yard. The City is also eligible for the Charging Equipment Rebate, when combined with any other third-party rebates, not to exceed the total cost for procuring and installing the equipment. Based on the charging level of 19.3-50kW, the City is eligible to receive up to \$11,500 per charging station, totaling \$138,000. The project is selected for the SCE-installed make-ready infrastructure.

City application CRT-2019-0058 is approved for two (2) approved charging stations, at the 151+kW charging level, to be installed at the City's Downtown transit center. The City is also eligible for the Charging Equipment Rebate, when combined with any other third-party rebates, not to exceed the total cost for procuring and installing the equipment. Based on the charging level of 151+kW, the City is eligible to receive up to \$35,000 per charging station, totaling \$70,000. This project is also selected for the SCE-installed make-ready infrastructure.

Make-Ready Infrastructure is defined as:

Infrastructure located on both the utility-side and customer-side of the meter is also referred to as the make-ready infrastructure. The utility-side make ready infrastructure includes all the infrastructure work from SCE's distribution system to a new circuit panel that will be installed to support EV charging. SCE will always be responsible for designing, procuring, installing and maintaining the necessary infrastructure located on the utility-side of the meter. The customer-side make-ready infrastructure includes all infrastructure from the new panel that will be set as part of the utility-side infrastructure work, up to the first point of interconnection with the Participant's Charging Equipment. All customer-side work after the first point of interconnection, including any additional work such as parking structures, lighting, renewable energy systems, security systems, etc. will be the City's responsibility.

The City's Federal Transit Administration (FTA) grant agreement, CA-2019-080, executed on July 15, 2019, provides the necessary funding for all work associated from the first point of interconnection of the charging equipment, parking structures with renewable energy systems, and all other civil, mechanical, and electrical components to complete the charging station facilities. FTA grant agreement CA-2019-080 totals \$3,580,391.

Other notable Program requirements are listed below:

- Third-party Network Services for the Charging Equipment for not less than five (5) years. The Network Service Provider will be required to transmit port level data and other information to SCE complying with Program requirements;
- Provide SCE with the rights of way across public property and to obtain the necessary permits to install Charging Equipment, without cost to SCE;
- Agree to procure, own, install, operate, and maintain the Charging Equipment in good working order at the site(s) for not less than ten (10) years from the in-service date; and
- Adhere to the City's Electric Vehicle (EV) Acquisition Plan.

It is staff's recommendation that the City Council authorize the City Manager, or his designee, to execute both SCE Charge Ready Transport Agreements.

As required by the Program, staff reviewed SCE's Approved Product List and requested proposals for twelve (12) 50kW SCE approved charging station and one (1) 200kW SCE approved charging stations from the two (2) eligible vendors. The City previously purchased one (1) 200kW SCE approved charging station as part of the SCE Charge Ready Pilot Project, therefore only requiring one (1) additional charging station for the Downtown transit center. The City received a response from one (1) vendor, Greenlots, which provided the attached proposals. It is staff's recommendation to: 1) Authorize the award to Greenlots for the purchase of twelve (12) Tritium Veefil RT 50kw charging stations, one (1) year of network services, shipping, and sales tax for \$352,484.63, and 2) Authorize the award to Greenlots for the purchase of one (1) BTCPower 200kW charging station, one (1) year of network services, shipping, and sales tax for \$63,773.89. The total project cost is \$416,258.52.

The funding sources utilized to procure the charging stations is contingent on the following two (2) items: (1) Contingent on today's scheduled matters item for Council's authorization to purchase twelve (12) electric passenger vans; and (2) The availability of California Air Resources Board (CARB) Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) funding, which is currently oversubscribed. CARB estimates HVIP funding will be available within the next couple of months, and recommends that the City submit its request for project funding as soon as possible to receive funding approval as soon as the program is refunded.

12 Tritium Veefil RT 50kW Charging Station Funding Plan - \$352,484.63

Eleven (11) of the twelve (12) electric passenger vans qualify HVIP Vehicle Voucher funding (\$80,000 per vehicle), the twelfth van does not qualify for an HVIP funding because it is funded by the City's Agreement with CARB (G14-LCTI-10). To support the adoption of electric vehicles by reducing

infrastructure costs, CARB provides an additional HVIP electric vehicle supply equipment (EVSE) Voucher Enhancement of up to \$30,000 per vehicle voucher. Should Council authorize the procurement of eleven (11) vehicles, utilizing the HVIP Vehicle Voucher Program, the City is eligible to receive \$289,712.50 in EVSE Voucher Enhancement funds for this project. The HVIP EVSE Voucher Enhancement funds do not cover the cost of shipping, sales tax, or installation.

As a Participant of the SCE Charge Ready Transport Program, the City is eligible to receive up to \$11,500 per charging station for the purchase and installation, combined with other third-party rebates, not to exceed the total cost of each charging station. Therefore, staff will submit an SCE Charging Station rebate request for \$44,898.42.

The City's CARB Agreement, G14-LCTI-10, will fund the remaining balance of \$17,873.72.

1 BTCPower 200kW Charging Station Funding Plan - \$63,773.89

As a Participant of the SCE Charge Ready Transport Program, the City is eligible to receive up to \$35,000 for the purchase and installation of an eligible charging station. The remaining balance, \$28,773.89, will be funded by the City's CARB Agreement, G14-LCTI-10.

RECOMMENDATION: That the City Council:

- 1) Authorize the City Manager, or his designee, to execute both SCE Charge Ready Transport Agreements;
- 2) Authorize staff to purchase twelve (12) Tritium Veefil RT 50kW charging stations, network services, shipping, and sales tax, in the amount of \$352,484.63, from Greenlots; and
- 3) Authorize staff to purchase one (1) BTC Power 200kW charging station, network services, shipping, and sales tax, in the amount of \$63,773.89, from Greenlots.

ATTACHMENTS:

1. June 4, 2019 Staff Report
2. CRT-2019-0038.Charge Ready Transport Agreement
3. CRT-2019-0058.Charge Ready Transport Agreement
4. Greenlots Proposal - Porterville 12 Tritium Veefil RT 50kW TRI93 -NEW
5. Greenlots Proposal - Porterville BTC DCFC NEW

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Deputy Public Works Director/Field Services Manager

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JUNE 4, 2019

SUBJECT: Authorization to Apply for Southern California Edison Charge Ready Transport Program

SOURCE: Public Works

COMMENT: The Southern California Edison (SCE) Charge Ready Transport Program supports both California's and the City's greenhouse gas (GHG)-reduction goal. This program will assist the City with transitioning to cleaner fuels by reducing the cost for the purchase and installation of required small-, medium-, and heavy-duty charging infrastructure, as well as providing rebates to offset the cost of charging stations.

This program provides the infrastructure to support the installation of electric vehicle (EV) charging equipment at no cost to the City. SCE will design, construct, and install the necessary infrastructure on both the utility-side and customer-side of the electric meter. The City is responsible for the selection, purchase, and installation of the charging equipment.

In 2018, the City was one of four agencies awarded a pilot project from this Program. SCE is currently under-construction and is scheduled to be completed mid-June 2019, providing the City a make-ready infrastructure for the first ten (10) charging stations.

The California Air Resources Board awarded the City funding to purchase its first ten (10) battery-electric transit buses. With the passage of the Clean Transit Rule, December 14, 2019, the City is required to transition its entire transit fleet to zero-emission by 2030. Staff is actively submitting applications for transit vehicle funding in an effort to achieve Council's goal of a zero-emission fleet as soon as possible. Based on the Transit Division's Fleet Management Plan, a minimum of twenty (20) additional zero-emission vehicles need to be purchased.

To support the growing zero-emission fleet, it is staff's recommendation to submit an application to the Charge Ready Transport Program to support Phase 2 of the City's Charging Station Facility. Federal and local money has already been secured for the City's portion of the project, the construction of ten (10) additional charging stations and solar photovoltaic system. However, additional utility-side infrastructure and charging station funding is required to support the expansion of charging stations.

The Charge Ready Transport Program allows the City two (2) options: 1) SCE

Item No. 8.

Designs, procures and installs the make-ready infrastructure, or 2) SCE provides a rebate, up to 80% of the project cost, to the City to design, procure, and install the infrastructure.

If awarded, the City is required to provide SCE, within 45 days of the date funds are reserved, proof of purchase for the following: 1) a minimum of 2 battery-electric vehicles, to be delivered within 18 months; 2) all SCE approved battery-electric charging equipment; and 3) provide the necessary easements. The City is also required to maintain charging station in good working order for at least ten (10) years and provide SCE with charging usage for five (5) years.

Approval of the attached draft Resolution authorizes the Transit Manager to prepare and submit an application on behalf of the City and authorizes the City Manager to execute an Agreement, if awarded. The draft resolution also authorizes the purchase of a minimum of two electric vehicles and the purchase and installation of charging station equipment.

RECOMMENDATION:

That the City Council approve the draft Resolution authorizing submittal of an application for grant funding under the Southern California Edison's Charge Ready Transport Program, and to approve the purchase of electric vehicles and charging station equipment.

ATTACHMENTS: 1. FY 19 Draft Resolution-Charge Ready Transport

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

CHARGE READY TRANSPORT PROGRAM PARTICIPATION AGREEMENT

This Charge Ready Transport Program Participation Agreement (Agreement) sets forth the terms and conditions for Program Participant to participate in the Charge Ready Transport Program. Pursuant to the terms of this Agreement, SCE will (1) install the Infrastructure (as defined herein) at no cost to the Program Participant; and (2) if applicable, remit the Charging Equipment Rebate and the Make-Ready Rebate after all terms and conditions have been met by the Program Participant.

All Program Participants are eligible for no-cost installation of the utility-side and customer-side make-ready infrastructure. Only Program Participants meeting one of the following requirements will be eligible for the Charging Equipment Rebate:

- (1) Program Participant is installing Charging Equipment listed on the Approved Product List (APL) to service transit or school buses; or
- (2) Program Participant is installing Charging Equipment listed on the APL at a project site that is located in a designated Disadvantaged Community (DAC) and the Program Participant is NOT listed on the Fortune 1000 list.

Program Participant hereby agrees to the following terms and conditions of the Charge Ready Transport Program (the "Program").

APPROVED CHARGING STATIONS

1. Total Number of Approved Charging Stations:

Count	Charging Level
12	19.3 - 50 kW

If Program Participant is eligible for the Charging Equipment Rebate, the rebate amount paid to the Program Participant will be reduced to ensure that when combined with any other third-party rebates or incentives, the total rebate received by Program Participant does not exceed the Program Participant's total costs for procuring and installing the equipment. Following the successful installation of the Charging Equipment, the Program Participant will certify whether it has received any other third-party rebates or incentives, so that SCE can determine the appropriate Charging Equipment Rebate.

Without factoring any potential rebate reduction pursuant to the paragraph above, the estimated (not to exceed) Charging Equipment Rebate amount is calculated as follows:

2. *Number of Charging Stations on APL (#) multiplied by the Rebate Amount per Charging Station (\$) equals the Estimated Charging Equipment Rebate (\$).*

The following table provides the current charging equipment rebate amount categorized by power output level. These values will be used when calculating incentives for rebate eligible participants.

Power Output Level	Rebate Amount per Station
0 kW - 19.2 kW	50% of the cost of EVSE, up to \$750
19.3 kW - 50 kW	50% of the cost of EVSE, up to \$11,500
51 kW - 150 kW	50% of the cost of EVSE, up to \$20,500
151+ kW	50% of the cost of EVSE, up to \$35,000
*Cost of installation not included in rebate for Charge Ready Transport	

APPROVED SITE LOCATION AND DESIGN

3. Description of Approved Location at the Site: **555 N. Prospect St. Bus Yard Facility**
4. Conceptual Design of the Charge Ready Transport deployment on Program Participant's Site: **Attached**

MAKE-READY INFRASTRUCTURE WORK

5. The Make-Ready infrastructure:
 - ☐ self-installed customer-side make-ready
 - ☒ SCE-installed make-ready

APPROVED VEHICLE ACQUISITION PLAN

The Program Participant agrees to adhere to the Electric Vehicle (EV) Acquisition Plan as described below. The Plan may only be modified with consent of SCE, in SCE's sole discretion.

Vehicle Acquisition Plan:

Delivery Date	Vehicle Class	Vehicle Count
07/31/2020	Transit bus	5
07/31/2023	Transit bus	5
07/31/2021	Medium duty on-road vehicle	10
07/31/2020	Medium duty on-road vehicle	10
10/01/2019	Medium duty on-road vehicle	10
07/31/2022	Transit bus	5
07/31/2021	Transit bus	5

PROGRAM PARTICIPATION TERMS AND CONDITIONS

Program Participant agrees that its participation in the Charge Ready Transport Program is subject to the following terms and conditions:

6. Definitions:

AHJ – Authority Having Jurisdiction:

The responsible government entity having geographically-based jurisdiction that typically approves, inspects and permits construction projects (e.g., City, County, Fire, Division of State Architect, etc.).

Approved Product List:

The list of Charging Equipment qualified by SCE and meeting SCE's technical requirements. Program Participant must select Charging Equipment from the Approved Product List in order to receive a Charging Equipment Rebate (if available).

CalEnviroScreen 3.0:

The California Communities Environmental Health Screening Tool (CalEnviroScreen) was released by the Office of Environmental Health Hazard Assessment (OEHHA), on behalf of the California Environmental Protection Agency (CalEPA). CalEnviroScreen identifies California communities by census tract that are disproportionately burdened by, and vulnerable to, multiple sources of pollution. For more information, please visit <https://oehha.ca.gov/calenviroscreen>.

Charge Ready Portal:

The website where Program Participants can apply for the Program, check application status, and upload most required documents. (<https://chargereadytransport.sce.com>)

Charging Equipment

Qualifying Charging Equipment that meets the technical specifications set forth by SCE. Charging Equipment that qualifies for the Rebate, if available, are listed in the Approved Product List, which can be found through the Program's web portal (<https://chargereadytransport.sce.com>)

Charging Equipment Supplier:

The entity from which the Charging Equipment is purchased.

Charging Equipment Rebate:

Financial reimbursement paid to an eligible Program Participant, or its designee, pursuant to this Agreement, to off-set a portion of the purchase of approved Charging Equipment.

Charging Station:

An individual charging station unit that may contain one or more charging ports for the purpose of connecting the electric vehicle to a grid-connected power source capable of recharging the vehicle's battery pack. The individual connectors of the Charging Station are referred to as ports. Each charging station can charge one or more vehicles depending on the number of ports the unit is equipped with.

Commitment Period:

The 10-year period where Program Participant must maintain all Charging Equipment in working order at the Site. The Commitment Period will commence on the In-Service Date of the Charging Equipment.

Conceptual Design:

Map and related documents, as applicable, that show the proposed layout of the Infrastructure and Charging Equipment, including but not limited to, conduit routing and equipment placement.

California Public Utilities Commission (CPUC):

The California state regulatory agency that is responsible for regulating privately owned electric, natural gas, telecommunications, water, railroad, rail transit, and passenger transportation companies.

CPUC's Transportation Electrification Safety Requirements Checklist:

The Safety Requirements Checklist applies to CPUC-Approved Transportation Electrification Programs and can be downloaded from: www.cpuc.ca.gov/WorkArea/DownloadAsset.aspx?id=6442458882

Customer-Side of the Meter Infrastructure:

See "Make-Ready Infrastructure"

Disadvantaged Communities (DACs):

Census tracts in SCE's service territory with a top quartile score according to California Environmental Protection Agency's CalEnviroScreen 3.0 tool.

Electric Vehicle Infrastructure Training Program (EVITP) Certification:

The document certifying an electrician has gone through the Electric Vehicle Infrastructure Training Program process. For more information, please visit <https://www.evitp.org>

Eligible TOU Rates:

All SCE TOU rate plans, which feature energy charges that vary based on the time of day, the day of the week, and the season. Some plans also include demand charges that are based on the maximum amount of electricity your business uses at once. For more information, please visit <https://www.sce.com/business/rates/time-of-use>", or <https://www.sce.com/business/rates/electric-car-business-rates>.

Final Design:

Map and related documents, as applicable, that show the proposed layout of the Infrastructure and Charging Equipment, including but not limited to, conduit routing and equipment placement. The Final Design is the engineered construction drawing submitted for permitting and will be completed after this Agreement is executed and prior to start of construction.

Final Invoice:

Statement of the total amount paid by Program Participant to Charging Equipment Supplier(s) for the purchase of Charging Equipment.

Grant of Easement:

A contractual agreement to grant right of way for SCE to construct, maintain, operate, and repair any SCE-installed infrastructure.

In-Service Date:

The date in which a Charging Equipment is installed and operational.

Infrastructure:

The necessary Infrastructure on both the utility-side and customer-side of the electric meter (i.e., "make-ready") that SCE will design, construct, and install at no cost to the Program Participant pursuant to this Program. Infrastructure, as defined herein, does NOT include (1) purchase or installation of the Charging Equipment; or (2) the customer-side portion of the make-ready infrastructure, if the Program Participant elects the self-installed customer-side make-ready option.

Make-Ready Infrastructure:

Infrastructure located on both the utility side and customer side of the meter is also referred to as the make-ready infrastructure. The utility-side make-ready infrastructure includes all infrastructure work from SCE's distribution system to a new circuit panel that will be installed to support EV charging. SCE will ALWAYS be responsible for designing, procuring, installing and maintaining the necessary infrastructure located on the utility side of the meter. The customer-side make-ready infrastructure includes all infrastructure from the new panel that will be set as part of the utility-side infrastructure work, up to the first point of interconnection with the Participant's Charging Equipment.

Make-Ready Rebate:

The rebate intended to offset a portion of the Participant's costs if Participant elects to perform the customer-side make-ready infrastructure work, following the completed installation of the make-ready infrastructure and submission of required documentation.

Network Service Provider:

The third-party entity that will provide Network Services for the Charging Equipment. The Network Service Provider will be required to transmit port level data and other information to SCE complying with Program requirements. The specific requirements are further described in the Program Handbook.

Preliminary Design:

The set of engineered, working drawings of the Infrastructure. The design includes project specifications, conduit routing, electrical equipment specifications and calculations, project related Site improvements and construction details.

Program:

Also referred to as the Charge Ready Transport Program (CRTP). The Charge Ready Transport Program is designed to help Program Participants install the charging infrastructure needed to electrify their medium- and heavy-duty fleets and non-road vehicles.

Program Handbook:

The Charge Ready Transport Program Handbook is an informational document that provides a description of the program offering, Program Participant obligations and related activities.

Program Participant:

The SCE non-residential customer that enters into this Agreement.

Property Owner/Site Owner:

Individual or entity authorized representative of entity holding title in the Site where the Charging Equipment and Infrastructure will be located.

Rebate Payment:

The payment made by SCE to Program Participant, or its designated assignee, after the eligible Program Participant procures and installs the Charging Equipment or meets the requirements of the Make-Ready Rebate, in accordance with this Agreement, as verified by SCE, in SCE's sole discretion. The Rebate Payment may include the Charging Equipment Rebate, the Make-Ready Rebate, or both as applicable.

Reservation Approved Date:

Date on which the Agreement is executed by SCE, which will be after the Program Participant executes the Agreement. The Reservation Approved Date is set forth in Section 24 hereof.

Site:

The premises, owned, leased or operated by Program Participant, where the Charging Equipment will be installed.

Utility-side Infrastructure:

See "Make-Ready Infrastructure."

7. Eligibility:

Program Participant certifies that it meets, and will continue to meet throughout its participation in the Program, all eligibility requirements of the Program, including, but not limited to:

- a. Program Participant agrees to purchase and install the Charging Equipment, as set forth in this Agreement. Program Participant agrees that the number of Charging Stations, the models and their charging level cannot be modified after execution of this Agreement, without express written consent of SCE, at SCE's discretion.
- b. Program Participant agrees to adhere to the Electric Vehicle (EV) Acquisition Plan
- c. Program Participant is a non-residential SCE customer with at least one active service account with SCE.
- d. The Site is located in SCE's service territory.
- e. Program Participant agrees to provide, or cause the Site Owner to provide, SCE with the rights of way across public or private property (as applicable) and to obtain any necessary permits to install Charging Equipment, without cost to SCE.
- f. Program Participant will comply with all Program requirements outlined in the Program Handbook ([link](#)) and Quick Reference Guide ([link](#)).

8. Additional Representations of Program Participant during the Term of the Agreement:

Program Participant:

- a. Agrees that any Charging Equipment installed will either be listed on SCE's Approved Product List or, if not listed, meets SCE's requirements as outlined in the Program Handbook. Program Participant will ensure that ALL Charging Equipment selected for installation under this Program, and during the commitment period, is first approved by SCE.

- b. Agrees to procure, own, install, operate, and maintain the Charging Equipment in good working order at the site for not less than ten (10) years from the In-Service Date of Charging Equipment (“Commitment Period”).
- c. Agrees that if at any time during the Commitment Period the Charging Equipment is replaced, all associated costs will be the responsibility of the Program Participant.
- d. Agrees to adhere to its Electric Vehicle (EV) Acquisition Plan. The Plan included in this Agreement may only be modified with consent of SCE, in SCE’s sole discretion. Program Participant understands and agrees that it is responsible to pay a pro rata share of SCE’s costs of the Infrastructure constructed to accommodate the EV Acquisition Plan, and, if applicable, to pay back a pro rata share of the Charging Equipment Rebate and Make-Ready Rebate paid by SCE to Program Participant or its designated assignee, if applicable, to the extent that Program Participant does not acquire all of the EVs set forth in the EV Acquisition Plan.
- e. Agrees to contract with a qualified electric vehicle charging equipment Network Service Provider to record and transmit EV charging usage data supporting on-road vehicles for not less than five (5) years from the In-Service Date of the Charging Equipment.
- f. Agrees to obtain the consent of its qualified Network Service Provider to provide SCE with access to certain information required by the CPUC, including, but not limited to, the duration of each charge, rate, cost, and load.
- g. Acknowledges and agrees that the actual Infrastructure may vary from the Conceptual Design, if, in SCE’s sole discretion, actual Site conditions or AHJ direction requires such changes.
- h. Acknowledges that funding pursuant to this Agreement is only reserved after SCE receives a copy of this Agreement signed by Program Participant and Property Owner (if different from Program Participant) and SCE executes the Agreement. The Program Participant also acknowledges that reserved funding may be withdrawn and SCE may terminate this Agreement, both in SCE’s sole discretion, if Program Participant breaches the Agreement, including, but not limited to, failing to follow the EV Acquisition Plan or failing to construct and install the customer-side make-ready infrastructure, if Program Participant elects the self-install option.
- i. Agrees to comply with the established timelines and required documentation set forth in the Charge Ready Transport Program Handbook – Program Participation Quick Reference Guide.
- j. Represents and warrants that in the event that Program Participant has applied for or received any other incentives or rebates for the Charging Equipment, Program Participant shall notify SCE of any such incentives or rebates as soon as reasonably practicable. In the event that any such incentives or rebates, when combined with the Charging Equipment Rebate, would reimburse Program Participant for more than 100 percent of the cost of the Charging Equipment, SCE shall decrease the Charging Equipment Rebate amount if not yet paid, or if already paid, submit a reimbursement request to the Program Participant for the amount of the Rebate Payment exceeding 100 percent of the cost of the Charging Equipment.
- k. Agrees to submit a completed IRS tax form W-9, and California Franchise Tax Board form 590 if applicable, in order for SCE to process any Rebate Payment. If the Program Participant does not qualify to receive any rebates under this program, these forms will not be required.
- l. Represents and warrants that the execution and delivery of this Agreement, and the performance by Program Participant of its obligations under this Agreement, have been duly and validly authorized, and this Agreement is a legal, valid and binding obligation of Program Participant.
- m. Agrees to ensure state-licensed and insured general contractors and installers of any self-installed customer-side make-ready infrastructure are IBEW-signatory and EVITP certified.

- n. Represents and warrants that it has, or will, contract with a licensed Charging Equipment installer that meets all requirements of the Program.
- o. Agrees to participate in Customer Satisfaction Surveys following completion of the Project, upon request of SCE.
- p. Agrees that SCE may collect or receive this data directly from the Program Participant's contracted EV Network Service Provider.
- q. Agrees to ensure information of newly installed and accessible to the general public Charging Equipment are registered with the US Department of Energy's Alternative Fuel Data Center (<https://afdc.energy.gov/stations/#/analyze>) and only one set of information is reported between the Program Participant and Charging Equipment Supplier.
- r. Agrees to comply with all requirements included in the CPUC's Transportation Electrification Safety Requirements Checklist for customer-side make-ready infrastructure work.
- s. Agrees to report any charging equipment that is publicly-accessible to the US Department of Energy's EV Charging Station Locations mapping tool, accessible at: https://www.afdc.energy.gov/fuels/electricity_locations.html#/find/nearest?fuel=ELEC.

9. SCE Representations:

- a. SCE, at its sole discretion and in accordance with its applicable tariffs, design standards, and AHJ permitting requirements, will locate, design, and install the Infrastructure. SCE is responsible for all costs associated with Infrastructure deployed by SCE pursuant to this Agreement.
- b. SCE will pay the Charging Equipment Rebate, if applicable, after SCE has verified correct installation of the Charging Equipment, consistent with this Agreement, subject to Program Participant meeting all Program requirements. The actual Charging Equipment Rebate Payment amount shall not exceed the actual reasonable costs of the Charging Equipment, as set forth in the Final Invoice and consistent with the Program Participant's contract with the Charging Equipment Supplier(s).
- c. SCE will pay the Make-Ready Rebate, if applicable, in accordance with the terms and conditions of this Agreement and the Customer-Side Make-Ready Infrastructure Installation Addendum.

10. Term and Termination:

- a. **Term:** The term of this Agreement shall begin upon the date that both Parties have signed the Agreement and end ten (10) years from the In-Service Date of the Charging Equipment, unless otherwise terminated earlier pursuant to this Agreement ("Term").
- b. **Termination:** If the Program Participant fails to comply with any of the terms and conditions of this Agreement, SCE, in its sole discretion, may terminate this Agreement after sending Program Participant a notice of default that remains uncured for five (5) business days from receipt, except in the case of a safety or security violation, in which case, SCE may terminate the Agreement immediately and take all other necessary actions, including but not limited to, disconnecting power to the Charging Equipment, in SCE's sole discretion, to cure such safety or security violation(s).
- c. **Termination Costs:** If this Agreement is terminated prior to the end of the Term because (1) Program Participant terminates its participation in this Program, (2) Program Participant, prior to the end of the Commitment Period, fails to install, or removes without replacing, the Charging Equipment or Program Participant-owned make-ready infrastructure, if applicable; or (3) SCE terminates this Agreement due to Program Participant's failure to comply with the terms and conditions of the Agreement, in accordance with Section 5.b. (Termination) hereof, the Program Participant shall pay (a) all costs actually incurred, or committed to be incurred, by SCE, as of the termination date, in connection with designing and deploying the Infrastructure at the Site; and (b) the Rebate Payment (if already paid). If the Charging Equipment or the Make-Ready Infrastructure, if applicable, are installed, the amount due to SCE for both (a) and (b) above will be prorated over a ten-year period, beginning from the In-Service Date of the Charging Equipment. SCE will invoice the Program Participant for such costs, and Program Participant shall pay such invoice within 60 days of receipt.

11. Indemnification and Liability; No Representations or Warranties:

- a. Program Participant understands that SCE makes no representations regarding manufacturers, dealers, contractors, materials or workmanship of the Charging Equipment. Further, SCE makes no warranty, whether express or implied, including without limitation the implied warranties of merchantability and fitness for any particular purpose, use, or application of the products and services under the Program. Program Participant agrees that SCE has no liability whatsoever concerning (1) the quality, safety or installation of such products, including their fitness for any purpose, (2) the workmanship of any third parties, (3) the installation or use of the products. Program Participant hereby waives any and all claims against SCE, its parent companies, directors, officers, employees, or agents, arising out of activities conducted by or on behalf of SCE under the Program. Without limiting the generality of the foregoing, none of such parties shall be liable hereunder for any type of damages, whether direct, or indirect, incidental, consequential, exemplary, reliance, punitive or special damages, including damages for loss of use, regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind.
- b. Indemnification of SCE. To the fullest extent permitted by law, Program Participant shall indemnify, defend, and hold harmless SCE, and its parent company, subsidiaries, affiliates, and their respective shareholders, officers, directors, employees, agents, representatives, successors, and assigns (collectively, the "Indemnified Parties"), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs, or expenses, including without limitation reasonable attorneys' fees (a "Claim"), resulting from (a) any breach of the representations, warranties, covenants, or obligations of Program Participant under this Agreement, (b) any act or omission of Program Participant, whether based upon Program Participant's negligence, strict liability, or otherwise, in connection with the performance of this Agreement, or (c) any third-party claims of any kind, whether based upon negligence, strict liability, or otherwise, arising out of or connected in any way to Program Participant's performance or nonperformance under this Agreement. This indemnification obligation shall not apply to the extent that such injury, loss, or damage is caused by the sole negligence or willful misconduct of SCE.
- c. Defense of Claim. If any Claim is brought against the Indemnified Parties, Program Participant shall assume the defense of such Claim, with counsel reasonably acceptable to the Indemnified Parties, unless in the opinion of counsel for the Indemnified Parties a conflict of interest between the Indemnified Parties and Program Participant may exist with respect to such Claim. If a conflict precludes Program Participant from assuming the defense, then Program Participant shall reimburse the Indemnified Parties on a monthly basis for the Indemnified Parties' defense costs through separate counsel of the Indemnified Parties' choice. If Program Participant assumes the defense of the Indemnified Parties with acceptable counsel, the Indemnified Parties, at their sole option and expense, may participate in the defense with counsel of their own choice without relieving Program Participant of any of its obligations hereunder.

12. Miscellaneous:

All Applicable Tariffs Apply. All applicable SCE tariffs apply to service provided pursuant to this Agreement, with the following exceptions:

- a. Rules 15 and 16. Distribution Line and Service Extensions: Because SCE will design and install the Infrastructure at no cost to Program Participant, sections in Rules 15 and 16 that address applicant responsibilities or options are not applicable to Program Participants while participating in the Charge Ready Transport Program. This may include, but is not limited to, allowances, contributions or advances, payments, refunds, and design and installation options. This exception does not apply to certain responsibilities found in Rule 16, such as, but not limited to, Section A.10, providing rights of way or easements; Section A.11, providing access to the location; and Section D.1, providing a clear route for the Service Extension.
- b. Survival. Program Participant's obligation to pay Termination Costs and to indemnify the Indemnified Parties shall survive the expiration or termination of this Agreement.
- c. Assignment. Program Participant shall not assign this Agreement without the prior written consent of SCE; to be granted or denied in SCE's sole discretion. Any assignment and assumption shall be in a form acceptable to SCE, in SCE's sole discretion.
- d. This Agreement is subject to the applicable provisions of SCE's Tariff Schedule CRTP filed and authorized by the California Public Utilities Commission. This Agreement shall, at all times, be subject to such changes or modifications by the Public Utilities Commission of the State of California, as said Commission may, from time to time, direct in the exercise of its jurisdiction.
- e. Incentives and Rebates are taxable and if greater than \$600 will be reported to the IRS unless the payee is exempt. The payee must submit a completed W-9 for tax purposes. SCE will report the rebate as income on IRS Form 1099. The payee should consult its tax advisor concerning the taxability of the Rebate Payment.

This Agreement will be signed electronically. After the Program Participant has uploaded the completed Agreement to the Charge Ready Portal, SCE will verify for completeness and accuracy and will execute the Agreement and reserve funding accordingly.

AGREEMENT BY PROGRAM PARTICIPANT

By signing in the space below, you represent that the information provided in this Agreement is true, accurate and complete, and that you will comply with the terms and conditions outlined in this Agreement. You also represent and warrant that you are a duly authorized representative of Program Participant with the requisite authority to enter into this Agreement. For federal government Program Participants, you must be a Contracting Officer authorized to enter into this Agreement.

13.	Name of Program Participant Representative: Richard I Tree
14.	Title of Program Participant Representative: Transit Manager
15.	☐ I certify that the information provided is accurate and complete and that I have authority to sign this Agreement on behalf of Applicant.
16.	Date:

AGREEMENT BY PROPERTY OWNER

By signing in the space below, you represent and warrant that you are a duly authorized representative of the owner of the property on which the Site is located and that you have the requisite authority to consent to the use of the property in the manner set forth in this Agreement. You also represent that Property Owner hereby approves the installation and operation of the Infrastructure and the Charging Equipment, as well as any other necessary equipment to deploy the Charging Equipment pursuant to the Charge Ready Transport Program as described in this Agreement. You further agree to execute the Easement Agreement within 30 calendar days after Easement Agreement is provided by SCE.

17.	Name of Property Owner Representative:
18.	Title of Property Owner Representative:
19.	☐ I certify that I have authority to sign this Agreement on behalf of the Property Owner.
20.	Date:

APPROVAL BY SCE AND RESERVATION OF FUNDS

21.	Name of SCE Representative:
22.	Title of SCE Representative:
23.	☐ I certify that I have authority to sign this Agreement on behalf of SCE.
24.	Reservation Approved Date:

CHARGE READY TRANSPORT PROGRAM PARTICIPATION AGREEMENT

This Charge Ready Transport Program Participation Agreement (Agreement) sets forth the terms and conditions for Program Participant to participate in the Charge Ready Transport Program. Pursuant to the terms of this Agreement, SCE will (1) install the Infrastructure (as defined herein) at no cost to the Program Participant; and (2) if applicable, remit the Charging Equipment Rebate and the Make-Ready Rebate after all terms and conditions have been met by the Program Participant.

All Program Participants are eligible for no-cost installation of the utility-side and customer-side make-ready infrastructure. Only Program Participants meeting one of the following requirements will be eligible for the Charging Equipment Rebate:

- (1) Program Participant is installing Charging Equipment listed on the Approved Product List (APL) to service transit or school buses; or
- (2) Program Participant is installing Charging Equipment listed on the APL at a project site that is located in a designated Disadvantaged Community (DAC) and the Program Participant is NOT listed on the Fortune 1000 list.

Program Participant hereby agrees to the following terms and conditions of the Charge Ready Transport Program (the "Program").

APPROVED CHARGING STATIONS

1. Total Number of Approved Charging Stations:

Count	Charging Level
2	151+ kW

If Program Participant is eligible for the Charging Equipment Rebate, the rebate amount paid to the Program Participant will be reduced to ensure that when combined with any other third-party rebates or incentives, the total rebate received by Program Participant does not exceed the Program Participant's total costs for procuring and installing the equipment. Following the successful installation of the Charging Equipment, the Program Participant will certify whether it has received any other third-party rebates or incentives, so that SCE can determine the appropriate Charging Equipment Rebate.

Without factoring any potential rebate reduction pursuant to the paragraph above, the estimated (not to exceed) Charging Equipment Rebate amount is calculated as follows:

2. *Number of Charging Stations on APL (#) multiplied by the Rebate Amount per Charging Station (\$) equals the Estimated Charging Equipment Rebate (\$).*

The following table provides the current charging equipment rebate amount categorized by power output level. These values will be used when calculating incentives for rebate eligible participants.

Power Output Level	Rebate Amount per Station
0 kW - 19.2 kW	50% of the cost of EVSE, up to \$750
19.3 kW - 50 kW	50% of the cost of EVSE, up to \$11,500
51 kW - 150 kW	50% of the cost of EVSE, up to \$20,500
151+ kW	50% of the cost of EVSE, up to \$35,000
*Cost of installation not included in rebate for Charge Ready Transport	

APPROVED SITE LOCATION AND DESIGN

3. Description of Approved Location at the Site: **61 W Oak Ave Transit Depot**
4. Conceptual Design of the Charge Ready Transport deployment on Program Participant's Site: **Attached**

MAKE-READY INFRASTRUCTURE WORK

5. The Make-Ready infrastructure:
 - ☐ self-installed customer-side make-ready
 - ☒ SCE-installed make-ready

APPROVED VEHICLE ACQUISITION PLAN

The Program Participant agrees to adhere to the Electric Vehicle (EV) Acquisition Plan as described below. The Plan may only be modified with consent of SCE, in SCE's sole discretion.

Vehicle Acquisition Plan:

Delivery Date	Vehicle Class	Vehicle Count
07/31/2021	Transit bus	5
07/01/2020	Transit bus	5
07/31/2021	Medium duty on-road vehicle	10
07/31/2020	Medium duty on-road vehicle	10
10/01/2019	Medium duty on-road vehicle	10
07/31/2022	Transit bus	5
07/31/2023	Transit bus	5

PROGRAM PARTICIPATION TERMS AND CONDITIONS

Program Participant agrees that its participation in the Charge Ready Transport Program is subject to the following terms and conditions:

6. Definitions:

AHJ – Authority Having Jurisdiction:

The responsible government entity having geographically-based jurisdiction that typically approves, inspects and permits construction projects (e.g., City, County, Fire, Division of State Architect, etc.).

Approved Product List:

The list of Charging Equipment qualified by SCE and meeting SCE's technical requirements. Program Participant must select Charging Equipment from the Approved Product List in order to receive a Charging Equipment Rebate (if available).

CalEnviroScreen 3.0:

The California Communities Environmental Health Screening Tool (CalEnviroScreen) was released by the Office of Environmental Health Hazard Assessment (OEHHA), on behalf of the California Environmental Protection Agency (CalEPA). CalEnviroScreen identifies California communities by census tract that are disproportionately burdened by, and vulnerable to, multiple sources of pollution. For more information, please visit <https://oehha.ca.gov/calenviroscreen>.

Charge Ready Portal:

The website where Program Participants can apply for the Program, check application status, and upload most required documents. (<https://chargereadytransport.sce.com>)

Charging Equipment

Qualifying Charging Equipment that meets the technical specifications set forth by SCE. Charging Equipment that qualifies for the Rebate, if available, are listed in the Approved Product List, which can be found through the Program's web portal (<https://chargereadytransport.sce.com>)

Charging Equipment Supplier:

The entity from which the Charging Equipment is purchased.

Charging Equipment Rebate:

Financial reimbursement paid to an eligible Program Participant, or its designee, pursuant to this Agreement, to off-set a portion of the purchase of approved Charging Equipment.

Charging Station:

An individual charging station unit that may contain one or more charging ports for the purpose of connecting the electric vehicle to a grid-connected power source capable of recharging the vehicle's battery pack. The individual connectors of the Charging Station are referred to as ports. Each charging station can charge one or more vehicles depending on the number of ports the unit is equipped with.

Commitment Period:

The 10-year period where Program Participant must maintain all Charging Equipment in working order at the Site. The Commitment Period will commence on the In-Service Date of the Charging Equipment.

Conceptual Design:

Map and related documents, as applicable, that show the proposed layout of the Infrastructure and Charging Equipment, including but not limited to, conduit routing and equipment placement.

California Public Utilities Commission (CPUC):

The California state regulatory agency that is responsible for regulating privately owned electric, natural gas, telecommunications, water, railroad, rail transit, and passenger transportation companies.

CPUC's Transportation Electrification Safety Requirements Checklist:

The Safety Requirements Checklist applies to CPUC-Approved Transportation Electrification Programs and can be downloaded from: www.cpuc.ca.gov/WorkArea/DownloadAsset.aspx?id=6442458882

Customer-Side of the Meter Infrastructure:

See "Make-Ready Infrastructure"

Disadvantaged Communities (DACs):

Census tracts in SCE's service territory with a top quartile score according to California Environmental Protection Agency's CalEnviroScreen 3.0 tool.

Electric Vehicle Infrastructure Training Program (EVITP) Certification:

The document certifying an electrician has gone through the Electric Vehicle Infrastructure Training Program process. For more information, please visit <https://www.evitp.org>

Eligible TOU Rates:

All SCE TOU rate plans, which feature energy charges that vary based on the time of day, the day of the week, and the season. Some plans also include demand charges that are based on the maximum amount of electricity your business uses at once. For more information, please visit <https://www.sce.com/business/rates/time-of-use>", or <https://www.sce.com/business/rates/electric-car-business-rates>.

Final Design:

Map and related documents, as applicable, that show the proposed layout of the Infrastructure and Charging Equipment, including but not limited to, conduit routing and equipment placement. The Final Design is the engineered construction drawing submitted for permitting and will be completed after this Agreement is executed and prior to start of construction.

Final Invoice:

Statement of the total amount paid by Program Participant to Charging Equipment Supplier(s) for the purchase of Charging Equipment.

Grant of Easement:

A contractual agreement to grant right of way for SCE to construct, maintain, operate, and repair any SCE-installed infrastructure.

In-Service Date:

The date in which a Charging Equipment is installed and operational.

Infrastructure:

The necessary Infrastructure on both the utility-side and customer-side of the electric meter (i.e., "make-ready") that SCE will design, construct, and install at no cost to the Program Participant pursuant to this Program. Infrastructure, as defined herein, does NOT include (1) purchase or installation of the Charging Equipment; or (2) the customer-side portion of the make-ready infrastructure, if the Program Participant elects the self-installed customer-side make-ready option.

Make-Ready Infrastructure:

Infrastructure located on both the utility side and customer side of the meter is also referred to as the make-ready infrastructure. The utility-side make-ready infrastructure includes all infrastructure work from SCE's distribution system to a new circuit panel that will be installed to support EV charging. SCE will ALWAYS be responsible for designing, procuring, installing and maintaining the necessary infrastructure located on the utility side of the meter. The customer-side make-ready infrastructure includes all infrastructure from the new panel that will be set as part of the utility-side infrastructure work, up to the first point of interconnection with the Participant's Charging Equipment.

Make-Ready Rebate:

The rebate intended to offset a portion of the Participant's costs if Participant elects to perform the customer-side make-ready infrastructure work, following the completed installation of the make-ready infrastructure and submission of required documentation.

Network Service Provider:

The third-party entity that will provide Network Services for the Charging Equipment. The Network Service Provider will be required to transmit port level data and other information to SCE complying with Program requirements. The specific requirements are further described in the Program Handbook.

Preliminary Design:

The set of engineered, working drawings of the Infrastructure. The design includes project specifications, conduit routing, electrical equipment specifications and calculations, project related Site improvements and construction details.

Program:

Also referred to as the Charge Ready Transport Program (CRTP). The Charge Ready Transport Program is designed to help Program Participants install the charging infrastructure needed to electrify their medium- and heavy-duty fleets and non-road vehicles.

Program Handbook:

The Charge Ready Transport Program Handbook is an informational document that provides a description of the program offering, Program Participant obligations and related activities.

Program Participant:

The SCE non-residential customer that enters into this Agreement.

Property Owner/Site Owner:

Individual or entity authorized representative of entity holding title in the Site where the Charging Equipment and Infrastructure will be located.

Rebate Payment:

The payment made by SCE to Program Participant, or its designated assignee, after the eligible Program Participant procures and installs the Charging Equipment or meets the requirements of the Make-Ready Rebate, in accordance with this Agreement, as verified by SCE, in SCE's sole discretion. The Rebate Payment may include the Charging Equipment Rebate, the Make-Ready Rebate, or both as applicable.

Reservation Approved Date:

Date on which the Agreement is executed by SCE, which will be after the Program Participant executes the Agreement. The Reservation Approved Date is set forth in Section 24 hereof.

Site:

The premises, owned, leased or operated by Program Participant, where the Charging Equipment will be installed.

Utility-side Infrastructure:

See "Make-Ready Infrastructure."

7. Eligibility:

Program Participant certifies that it meets, and will continue to meet throughout its participation in the Program, all eligibility requirements of the Program, including, but not limited to:

- a. Program Participant agrees to purchase and install the Charging Equipment, as set forth in this Agreement. Program Participant agrees that the number of Charging Stations, the models and their charging level cannot be modified after execution of this Agreement, without express written consent of SCE, at SCE's discretion.
- b. Program Participant agrees to adhere to the Electric Vehicle (EV) Acquisition Plan
- c. Program Participant is a non-residential SCE customer with at least one active service account with SCE.
- d. The Site is located in SCE's service territory.
- e. Program Participant agrees to provide, or cause the Site Owner to provide, SCE with the rights of way across public or private property (as applicable) and to obtain any necessary permits to install Charging Equipment, without cost to SCE.
- f. Program Participant will comply with all Program requirements outlined in the Program Handbook ([link](#)) and Quick Reference Guide ([link](#)).

8. Additional Representations of Program Participant during the Term of the Agreement:

Program Participant:

- a. Agrees that any Charging Equipment installed will either be listed on SCE's Approved Product List or, if not listed, meets SCE's requirements as outlined in the Program Handbook. Program Participant will ensure that ALL Charging Equipment selected for installation under this Program, and during the commitment period, is first approved by SCE.

- b. Agrees to procure, own, install, operate, and maintain the Charging Equipment in good working order at the site for not less than ten (10) years from the In-Service Date of Charging Equipment (“Commitment Period”).
- c. Agrees that if at any time during the Commitment Period the Charging Equipment is replaced, all associated costs will be the responsibility of the Program Participant.
- d. Agrees to adhere to its Electric Vehicle (EV) Acquisition Plan. The Plan included in this Agreement may only be modified with consent of SCE, in SCE’s sole discretion. Program Participant understands and agrees that it is responsible to pay a pro rata share of SCE’s costs of the Infrastructure constructed to accommodate the EV Acquisition Plan, and, if applicable, to pay back a pro rata share of the Charging Equipment Rebate and Make-Ready Rebate paid by SCE to Program Participant or its designated assignee, if applicable, to the extent that Program Participant does not acquire all of the EVs set forth in the EV Acquisition Plan.
- e. Agrees to contract with a qualified electric vehicle charging equipment Network Service Provider to record and transmit EV charging usage data supporting on-road vehicles for not less than five (5) years from the In-Service Date of the Charging Equipment.
- f. Agrees to obtain the consent of its qualified Network Service Provider to provide SCE with access to certain information required by the CPUC, including, but not limited to, the duration of each charge, rate, cost, and load.
- g. Acknowledges and agrees that the actual Infrastructure may vary from the Conceptual Design, if, in SCE’s sole discretion, actual Site conditions or AHJ direction requires such changes.
- h. Acknowledges that funding pursuant to this Agreement is only reserved after SCE receives a copy of this Agreement signed by Program Participant and Property Owner (if different from Program Participant) and SCE executes the Agreement. The Program Participant also acknowledges that reserved funding may be withdrawn and SCE may terminate this Agreement, both in SCE’s sole discretion, if Program Participant breaches the Agreement, including, but not limited to, failing to follow the EV Acquisition Plan or failing to construct and install the customer-side make-ready infrastructure, if Program Participant elects the self-install option.
- i. Agrees to comply with the established timelines and required documentation set forth in the Charge Ready Transport Program Handbook – Program Participation Quick Reference Guide.
- j. Represents and warrants that in the event that Program Participant has applied for or received any other incentives or rebates for the Charging Equipment, Program Participant shall notify SCE of any such incentives or rebates as soon as reasonably practicable. In the event that any such incentives or rebates, when combined with the Charging Equipment Rebate, would reimburse Program Participant for more than 100 percent of the cost of the Charging Equipment, SCE shall decrease the Charging Equipment Rebate amount if not yet paid, or if already paid, submit a reimbursement request to the Program Participant for the amount of the Rebate Payment exceeding 100 percent of the cost of the Charging Equipment.
- k. Agrees to submit a completed IRS tax form W-9, and California Franchise Tax Board form 590 if applicable, in order for SCE to process any Rebate Payment. If the Program Participant does not qualify to receive any rebates under this program, these forms will not be required.
- l. Represents and warrants that the execution and delivery of this Agreement, and the performance by Program Participant of its obligations under this Agreement, have been duly and validly authorized, and this Agreement is a legal, valid and binding obligation of Program Participant.
- m. Agrees to ensure state-licensed and insured general contractors and installers of any self-installed customer-side make-ready infrastructure are IBEW-signatory and EVITP certified.

- n. Represents and warrants that it has, or will, contract with a licensed Charging Equipment installer that meets all requirements of the Program.
- o. Agrees to participate in Customer Satisfaction Surveys following completion of the Project, upon request of SCE.
- p. Agrees that SCE may collect or receive this data directly from the Program Participant's contracted EV Network Service Provider.
- q. Agrees to ensure information of newly installed and accessible to the general public Charging Equipment are registered with the US Department of Energy's Alternative Fuel Data Center (<https://afdc.energy.gov/stations/#/analyze>) and only one set of information is reported between the Program Participant and Charging Equipment Supplier.
- r. Agrees to comply with all requirements included in the CPUC's Transportation Electrification Safety Requirements Checklist for customer-side make-ready infrastructure work.
- s. Agrees to report any charging equipment that is publicly-accessible to the US Department of Energy's EV Charging Station Locations mapping tool, accessible at: https://www.afdc.energy.gov/fuels/electricity_locations.html#/find/nearest?fuel=ELEC.

9. SCE Representations:

- a. SCE, at its sole discretion and in accordance with its applicable tariffs, design standards, and AHJ permitting requirements, will locate, design, and install the Infrastructure. SCE is responsible for all costs associated with Infrastructure deployed by SCE pursuant to this Agreement.
- b. SCE will pay the Charging Equipment Rebate, if applicable, after SCE has verified correct installation of the Charging Equipment, consistent with this Agreement, subject to Program Participant meeting all Program requirements. The actual Charging Equipment Rebate Payment amount shall not exceed the actual reasonable costs of the Charging Equipment, as set forth in the Final Invoice and consistent with the Program Participant's contract with the Charging Equipment Supplier(s).
- c. SCE will pay the Make-Ready Rebate, if applicable, in accordance with the terms and conditions of this Agreement and the Customer-Side Make-Ready Infrastructure Installation Addendum.

10. Term and Termination:

- a. **Term:** The term of this Agreement shall begin upon the date that both Parties have signed the Agreement and end ten (10) years from the In-Service Date of the Charging Equipment, unless otherwise terminated earlier pursuant to this Agreement ("Term").
- b. **Termination:** If the Program Participant fails to comply with any of the terms and conditions of this Agreement, SCE, in its sole discretion, may terminate this Agreement after sending Program Participant a notice of default that remains uncured for five (5) business days from receipt, except in the case of a safety or security violation, in which case, SCE may terminate the Agreement immediately and take all other necessary actions, including but not limited to, disconnecting power to the Charging Equipment, in SCE's sole discretion, to cure such safety or security violation(s).
- c. **Termination Costs:** If this Agreement is terminated prior to the end of the Term because (1) Program Participant terminates its participation in this Program, (2) Program Participant, prior to the end of the Commitment Period, fails to install, or removes without replacing, the Charging Equipment or Program Participant-owned make-ready infrastructure, if applicable; or (3) SCE terminates this Agreement due to Program Participant's failure to comply with the terms and conditions of the Agreement, in accordance with Section 5.b. (Termination) hereof, the Program Participant shall pay (a) all costs actually incurred, or committed to be incurred, by SCE, as of the termination date, in connection with designing and deploying the Infrastructure at the Site; and (b) the Rebate Payment (if already paid). If the Charging Equipment or the Make-Ready Infrastructure, if applicable, are installed, the amount due to SCE for both (a) and (b) above will be prorated over a ten-year period, beginning from the In-Service Date of the Charging Equipment. SCE will invoice the Program Participant for such costs, and Program Participant shall pay such invoice within 60 days of receipt.

11. Indemnification and Liability; No Representations or Warranties:

- a. Program Participant understands that SCE makes no representations regarding manufacturers, dealers, contractors, materials or workmanship of the Charging Equipment. Further, SCE makes no warranty, whether express or implied, including without limitation the implied warranties of merchantability and fitness for any particular purpose, use, or application of the products and services under the Program. Program Participant agrees that SCE has no liability whatsoever concerning (1) the quality, safety or installation of such products, including their fitness for any purpose, (2) the workmanship of any third parties, (3) the installation or use of the products. Program Participant hereby waives any and all claims against SCE, its parent companies, directors, officers, employees, or agents, arising out of activities conducted by or on behalf of SCE under the Program. Without limiting the generality of the foregoing, none of such parties shall be liable hereunder for any type of damages, whether direct, or indirect, incidental, consequential, exemplary, reliance, punitive or special damages, including damages for loss of use, regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind.
- b. Indemnification of SCE. To the fullest extent permitted by law, Program Participant shall indemnify, defend, and hold harmless SCE, and its parent company, subsidiaries, affiliates, and their respective shareholders, officers, directors, employees, agents, representatives, successors, and assigns (collectively, the "Indemnified Parties"), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs, or expenses, including without limitation reasonable attorneys' fees (a "Claim"), resulting from (a) any breach of the representations, warranties, covenants, or obligations of Program Participant under this Agreement, (b) any act or omission of Program Participant, whether based upon Program Participant's negligence, strict liability, or otherwise, in connection with the performance of this Agreement, or (c) any third-party claims of any kind, whether based upon negligence, strict liability, or otherwise, arising out of or connected in any way to Program Participant's performance or nonperformance under this Agreement. This indemnification obligation shall not apply to the extent that such injury, loss, or damage is caused by the sole negligence or willful misconduct of SCE.
- c. Defense of Claim. If any Claim is brought against the Indemnified Parties, Program Participant shall assume the defense of such Claim, with counsel reasonably acceptable to the Indemnified Parties, unless in the opinion of counsel for the Indemnified Parties a conflict of interest between the Indemnified Parties and Program Participant may exist with respect to such Claim. If a conflict precludes Program Participant from assuming the defense, then Program Participant shall reimburse the Indemnified Parties on a monthly basis for the Indemnified Parties' defense costs through separate counsel of the Indemnified Parties' choice. If Program Participant assumes the defense of the Indemnified Parties with acceptable counsel, the Indemnified Parties, at their sole option and expense, may participate in the defense with counsel of their own choice without relieving Program Participant of any of its obligations hereunder.

12. Miscellaneous:

All Applicable Tariffs Apply. All applicable SCE tariffs apply to service provided pursuant to this Agreement, with the following exceptions:

- a. Rules 15 and 16. Distribution Line and Service Extensions: Because SCE will design and install the Infrastructure at no cost to Program Participant, sections in Rules 15 and 16 that address applicant responsibilities or options are not applicable to Program Participants while participating in the Charge Ready Transport Program. This may include, but is not limited to, allowances, contributions or advances, payments, refunds, and design and installation options. This exception does not apply to certain responsibilities found in Rule 16, such as, but not limited to, Section A.10, providing rights of way or easements; Section A.11, providing access to the location; and Section D.1, providing a clear route for the Service Extension.
- b. Survival. Program Participant's obligation to pay Termination Costs and to indemnify the Indemnified Parties shall survive the expiration or termination of this Agreement.
- c. Assignment. Program Participant shall not assign this Agreement without the prior written consent of SCE; to be granted or denied in SCE's sole discretion. Any assignment and assumption shall be in a form acceptable to SCE, in SCE's sole discretion.
- d. This Agreement is subject to the applicable provisions of SCE's Tariff Schedule CRTP filed and authorized by the California Public Utilities Commission. This Agreement shall, at all times, be subject to such changes or modifications by the Public Utilities Commission of the State of California, as said Commission may, from time to time, direct in the exercise of its jurisdiction.
- e. Incentives and Rebates are taxable and if greater than \$600 will be reported to the IRS unless the payee is exempt. The payee must submit a completed W-9 for tax purposes. SCE will report the rebate as income on IRS Form 1099. The payee should consult its tax advisor concerning the taxability of the Rebate Payment.

This Agreement will be signed electronically. After the Program Participant has uploaded the completed Agreement to the Charge Ready Portal, SCE will verify for completeness and accuracy and will execute the Agreement and reserve funding accordingly.

AGREEMENT BY PROGRAM PARTICIPANT

By signing in the space below, you represent that the information provided in this Agreement is true, accurate and complete, and that you will comply with the terms and conditions outlined in this Agreement. You also represent and warrant that you are a duly authorized representative of Program Participant with the requisite authority to enter into this Agreement. For federal government Program Participants, you must be a Contracting Officer authorized to enter into this Agreement.

13.	Name of Program Participant Representative: Richard I Tree
14.	Title of Program Participant Representative: Transit Manager
15.	☐ I certify that the information provided is accurate and complete and that I have authority to sign this Agreement on behalf of Applicant.
16.	Date:

AGREEMENT BY PROPERTY OWNER

By signing in the space below, you represent and warrant that you are a duly authorized representative of the owner of the property on which the Site is located and that you have the requisite authority to consent to the use of the property in the manner set forth in this Agreement. You also represent that Property Owner hereby approves the installation and operation of the Infrastructure and the Charging Equipment, as well as any other necessary equipment to deploy the Charging Equipment pursuant to the Charge Ready Transport Program as described in this Agreement. You further agree to execute the Easement Agreement within 30 calendar days after Easement Agreement is provided by SCE.

17.	Name of Property Owner Representative:
18.	Title of Property Owner Representative:
19.	☐ I certify that I have authority to sign this Agreement on behalf of the Property Owner.
20.	Date:

APPROVAL BY SCE AND RESERVATION OF FUNDS

21.	Name of SCE Representative:
22.	Title of SCE Representative:
23.	☐ I certify that I have authority to sign this Agreement on behalf of SCE.
24.	Reservation Approved Date:



Proposal for the City of Porterville

12 DCFC - Tritium Veefil RT 50 kW TRI93

August 2019



Contact:

Chad Joel

Regional Sales Manager

cjoel@greenlots.com

310-890-1150

The exponential growth of EVs across the globe is creating massive investment requirements: \$5.4 trillion by 2040, with \$3.1 trillion of that required for the electric grid. 2.9M EVs on the road in the U.S. could translate into over 11,000 GWh of new energy needed, and some utilities estimate that EVs will increase demand by 20-30%. This creates new and unprecedented challenges for customers: how do they deploy charging infrastructure at scale, provide an excellent customer experience – without disrupting the grid and while continuing to provide safe, affordable, and reliable power?

Greenlots is uniquely positioned to provide solutions that turn these challenges into tremendous opportunities.

We are pleased to submit our proposal to provide SKY Network Operating Platform and EVSE Hardware solutions. Greenlots sees itself as the ideal technical and strategic partner for the City of Porterville, and we are confident that our proposed solution will enable success for your EVSE program. Our goals with this proposal are simple:

1. Demonstrate our commitment to innovation, execution and service.
2. Deliver a best-in-class Network Operating Platform, with comprehensive support services.
3. Provide the tools and resources required to meet their EVSE program goals, while also providing a superb experience for your organization and its staff.

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Greenlots is a leading global provider of open standards-based technology solutions for electric vehicle (EV) networks and grid management. Established in 2008, Greenlots has deployed solutions across the globe with some of the largest automakers, utilities, cities, and site hosts in North America, Europe, and Asia. Combining award-winning technology with nimble customer support services, Greenlots has scaled its flexible, smart EV charging network in various applications including utility, public, fleet, workplace, and heavy-duty charging.

In April 2017, Greenlots closed a funding round with Energy Impact Partners. Energy Impact Partners (EIP) is a strategic investment firm that invests in companies optimizing energy consumption and improving sustainable energy generation. EIP's limited partners include Southern Company, National Grid, Xcel Energy, Ameren, Great Plains Energy, Fortis Inc., AGL, Avista, Madison Gas and Electric Co., and TEPCO.

In January 2019, Greenlots signed an agreement to become a wholly owned subsidiary of Shell New Energies US LLC, a subsidiary of Royal Dutch Shell plc. With this deal, Greenlots' technology and team become the foundation for Shell's continued expansion of electric mobility solutions in North America. Together, Shell and Greenlots will offer best in class software and services that enable large-scale deployment of smart charging infrastructure and integrate efficiently with advanced energy resources like solar, wind and power storage.

Greenlots is building the all-electric mobility future by delivering the next generation of EV charging and grid services software. Our SKY Network Platform enables our customers to deploy EV charging infrastructure at scale by offering real-time visibility and control of their charging fleet, transforming EVs into a flexible grid resource. The SKY platform and Greenlots' commitment to open standards has earned us many accolades. Recently, these have included the following awards:

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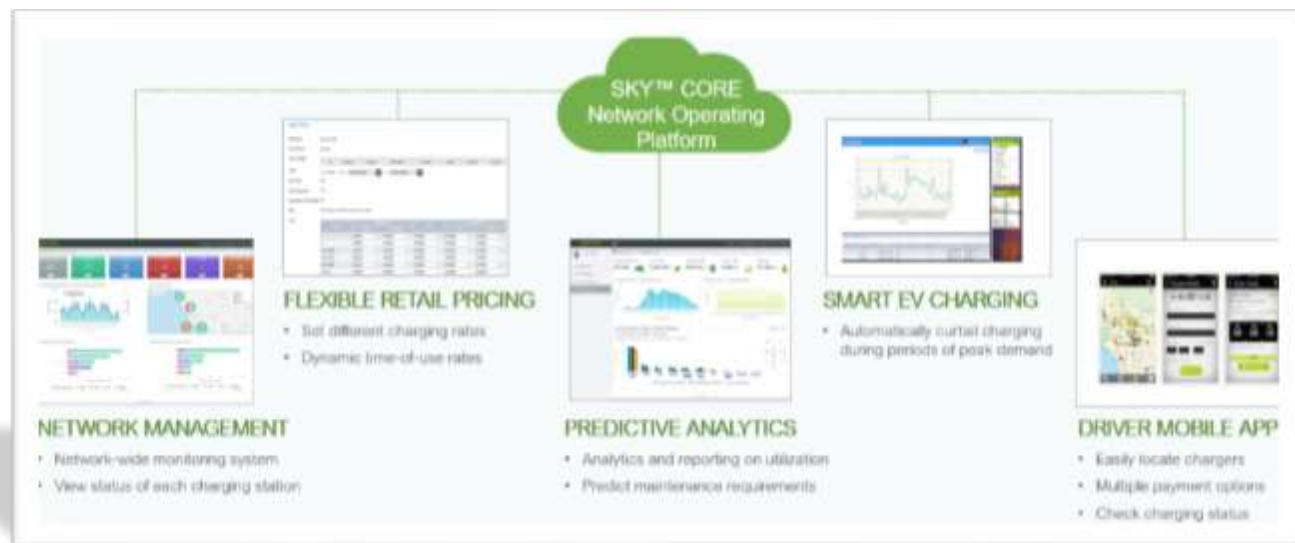
Open networks enable interoperability, allowing the broadest possible set of products to work together, which in turn, promotes the expansion of existing infrastructure. Open standards make it easy to connect new hardware options to the existing network, transparent to site hosts and EV drivers. Greenlots' open-standard based SKY Network has integrated with more OCPP-enabled hardware manufacturers than any other North American network software provider. These integrations go beyond initial testing and deployment, as we have developed deep relationships with OEMs and their support technicians, and understand the unique features, functionality and limitations of each OEM.

The variety of stations that operate on our network has ensured that Greenlots' understanding of the needs of our customers and their drivers is the deepest in the industry. Greenlots' support of open standards has been critical in the development of EV charging infrastructure; ensuring the broadest possible access to scale charging infrastructure and mitigate vendor lock-in that impeded industry growth in the early years.

SKY Network Platform

Greenlots SKY Network Platform provides a software solution that brings together driver engagement and grid flexibility tools on an advanced network operating platform.

Greenlots' SKY software has been based on open standards since our origins, and we are committed to providing a future-proofed, network operating solution. With a nimble yet robust platform, SKY provides a suite of powerful network tools, including asset management capabilities, flexible pricing engine, smart charging, billing processing, data analytics, station diagnostics, mobile app, and 24/7 support.



KEY FEATURES OF SKY CORE	
1. Site Host Portal	
	Network management and monitoring
	Dynamic Pricing Engine
	Payment collection, processing, remittance to site host
	Aggregating, displaying payment collection and usage data from EVSE
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3. OCPP-based hardware certification and integration	
4. Driver Portal (Account Management)	
5. Driver Mobile app (locate, operate EVSE, pay for charging)	
6. 24/7 support for drivers and site hosts (software and charging hardware)	

The SKY Network was initially developed in 2008, and for the past 10 years, Greenlots has been enhancing its features and functionality to meet evolving customer and market needs. The functionality is robust and user friendly. Simple and sophisticated. Our customers attest to the intuitive and flexible solutions our platform provides.

The Greenlots' SKY Platform is also built to boost EV customer engagement by providing an easy-to-use app for EV drivers, that includes charging level notifications, straightforward payment options and 24/7 hardware and software support. Combining award-winning technology with nimble customer support services, Greenlots has scaled its flexible, smart EV-charging network in various applications including public charging, workplace, fleet, utility pilots and DC fast charging.

Real-time Station Status

SKY displays the real-time status of all EVSEs on a user-friendly, secure, web-based interface. At a glance, the operator can see all EVSE under management as either: 'Available', 'In-Use', 'Faulted' or 'Unknown' (no network connection) status. Operators can be notified via text message or email when a 'Faulted' or 'Unknown' status continues for an extended period, or for critical faults.



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The SKY platform tracks usage and meter data for every transaction that occurs at the EVSE station. The data collected includes:

- Total kWh per charge session
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- Total fee per charge session
- Unique ID for each driver, via RFID, smartphone app or credit card
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- Distinct ID per charging port
- Historical log of use including faults and errors

Dynamic Pricing Engine

The operator can set different pricing based on a time-of-use schedule for peak, mid-peak or off-peak hours, weekdays and weekends. Pricing can be set based on the cost of electricity, on time (in per minute resolution) or a flat fee per session. A minimum or maximum fee per session can also be set. There is also the ability of adding a penalty fee after charging is complete, but the user's vehicle remains plugged in after a configurable grace period.

Access and pricing control

Open access can be set to any unique group of individuals and set with discounts or pricing restrictions to others. System can be setup to provide incentive or discounted price for certain sets of users. Access can be set at either administrator level, with full access to charge session reports and remote functions, or a more restricted, view-only operator level.

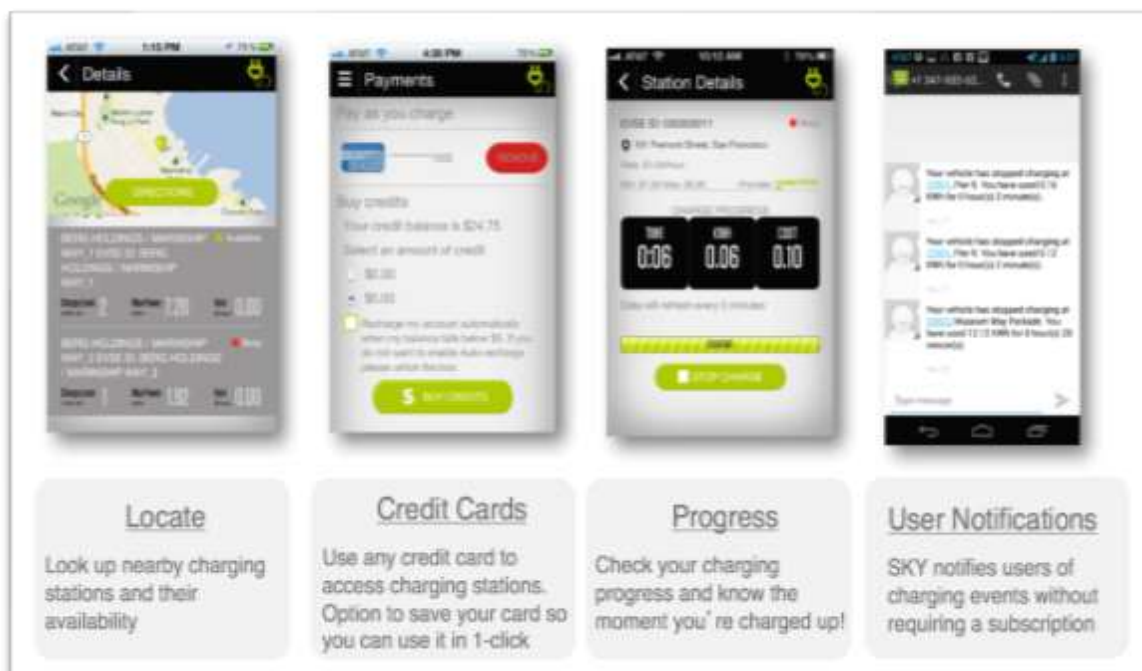
Payment Processing

EV Drivers can access charging stations via several methods including; our Greenlots' mobile application, RFID card, credit card swipe, or by providing a credit card to our 24/7 toll-free call center. Instructions for using any of these methods are clearly outlined on the charging equipment, and all devices have the 24/7 support number labeled on the unit if support is required. All methods can authorize a charge and involve some level of payment; and for the app and RFID card, the account is linked with automatic credit card payments. If the charging needs to be free (or discount charging to certain limited drivers) our hosts can support multiple level "discount groups" within the SKY system.

All transactions are handled by a prominent, industry-leading, PCI-compliant processor that manages all credit card and payment information (certificates of security compliance are available on request). Discover, Mastercard, American Express and Visa cards are accepted for payment. For additional security, no payment information is stored on the servers of the operator or Greenlots. Through our mobile app or our secure web portal, drivers can check and top off balance at any time.

Mobile App

The Greenlots mobile app is free to download on both the iOS and Android mobile operating systems. Drivers can locate charging stations, initiate a session, make payment and remotely track the status of a charging session by kWh charged, estimated cost and time elapsed. Screenshots and features of the Greenlots mobile app are shown below.



Station Diagnostics

The SKY Network ensures frequent communications with the EVSE equipment and our operator dashboard provides analytics and reporting on the utilization and health of every charging port. This allows for visibility into which units are faulted or offline in real-time, analytics/reporting on the utilization of the network by energy used and by charge session, and easy look-up of historical performance. Through SKY notifications can be set up to notify the City of Porterville of any equipment issues.

SKY provides both network-wide or more specific site views. There are a variety of 1-click graphs that give insightful analytics into charging behavior. This information is viewable for entire network or sub-group according to charging level, location, or entity, and can be customized. Also, Greenlots will work with the City of Porterville to provide remote training on administrative use of the SKY platform.

Call Center Support

The Greenlots SKY network is deployed among a user base of more than 40,000 EV drivers and over 2,000 stations globally. SKY is supported by our customer service center that has operated 24/7/365 since 2012. The uptime for the Greenlots network is 99.99%, and our standard response time in case of system outage is less than 2 hours, with a fix completed within 8 hours.

In addition to providing 24x7 Tier 1 support for drivers and staff, Greenlots also provides Level 2 and Level 3 hardware and software support. Greenlots identifies any equipment problems through: a) error messages that come directly through our SKY Network (for example as it checks regularly for a station heartbeat); or b) interaction directly with drivers who call into our 24/7 call center, or can send comments, which we monitor.

Most Tier 1 calls can be addressed remotely, as our call center staff is trained to triage performance issues across all EVSE hardware brands. If Tier 1 cannot resolve the matter immediately, the ticket is escalated to Tier 2 and submitted to the Greenlots Service Management Platform which will respond or resolve within 24 hours.

For calls that reach Tier 2 during business hours (7am-5pm PST), our support team will perform diagnostics and if necessary, coordinate with manufacturer for further technical escalation. For calls that cannot be solved by Tier 2 support within 24 hours, a Tier 3 ticket is escalated. For Tier 3 hardware issues, a ticket goes to the manufacturer where, as per our SLA, they will dispatch a technician to resolve the issue on-site. For Tier 3 manufacturer support, our current SLA capability is 72 hours from initial report. For Tier 3 software issues, Greenlots will provide immediate engineering support.

Once these steps have been followed and proper due diligence conducted by all parties, if the issue remains unresolved, Greenlots coordinates with the manufacturer to honor their warranty and replace the equipment. Greenlots will keep the City of Porterville abreast of all Tier 2 and Tier 3 service developments.

SKY Software Pricing

The City of Porterville licenses the SKY Network software from Greenlots. Station Diagnostics and Call Center Support Services are included as part of the SKY licensing agreement

Licensing fees are payable in advance for the Initial Term, with payment to be made upon activation of the Charging Station.

The licensing fees are displayed in the Hardware Overview on the following page.

Additional Fees

- If a payment transaction is made (via Greenlots app or Credit Card), a Collections and Processing Transaction Fee of 5.0% (with a minimum of \$0.50) shall be paid by the City of Porterville
- The City of Porterville is reimbursed quarterly for station revenue, minus our Transaction Fee.
- The City of Porterville is responsible for a one-time fee of \$150 per station to configure, test and commission the SKY software.
- Prior to shipping hardware, cell strength will need to be tested at each site location. Greenlots will arrange this. A site survey may be required with fee of \$200 per site.
- Unless using a WiFi connection, a cellular data plan will be required for every cell modem and/or Cradlepoint on site for the charger to communicate with SKY. A site survey will confirm which data plan is best suited for each site, but we estimate \$240 a data plan to service each modem per year.

Hardware Overview

We stand firmly behind the quality, reliability, and service offered by our products and suppliers. All models below support OCPP (Open Charge Point Protocol) and OpenADR demand response through the Greenlots SKY network, and function identically for access control and differentiated pricing to various groups of users. Together with the Greenlots SKY Network, these hardware options give the City of Porterville the desired functionality and future-proofing that other hardware providers cannot deliver.

Greenlots recommends the City of Porterville contemplate the following products and technologies. Greenlots has worked extensively with each of these manufacturers and their respective charging technologies, working tirelessly on testing, validating, troubleshooting, and configuring compatibility with our SKY Network Operating Platform.

Each of these options provide the City of Porterville with required features and functionality for initial deployment, as well as optionality in terms of equipment upgrades. All options and their immediate and long-term charging solutions come at different price points. While detailed technical information can be found in their respective product specification sheets (attached separately), specific features and indicative pricing for each hardware option is summarized below:

Proposed DCFC Charging Hardware

Brand/Model	Description	Warranty	Pricing
Tritium Veefil RT 50kW TRI93 Dual Port with RFID 	50kW station Dual Port CHAdeMO/CCS Liquid cooling OCPP Integration Custom branding, paint and vinyl wrap available	3-year parts and labor included Extended Warranty available	Unit Pricing: Price Per Charger \$25,687.50 Extended Charger Price (12) \$308,250.00 Software / Networking & Commissioning Extended Price (12 x \$650) \$7,800.00 Total Cost \$316,050.00

- Pricing on this document is in USD and indicative.

HVIP EVSE Voucher Enhancements are available up to \$30,000 per vehicle. The voucher enhancement can be applied to hardware costs, load management software for smart charging, and energy storage. The voucher enhancement does not cover labor or utility upgrade costs. Potential total voucher value: **\$300,000.00**

Hardware / Software / Networking / Warranty / Sales Tax / Shipping / Installation:

\$316,050.00

\$29,234.63 (9.25% Sales Tax)

\$7,200.00 (Shipping \$600.00 per unit)

\$352,484.63 Total

(\$300,000.00) Voucher

\$52,484.63 After Voucher

Installation

Greenlots will work with subcontractors to perform services related to engineering, construction, installation, and maintenance of EVSE.

Greenlots has experience working with trained, qualified electrical subcontractors, deploying EVSE projects globally. Our process begins by identifying the best subcontracting options, based on project scope, location and profile of the end customer. As part of our turnkey services, Greenlots works with our installation partners to ensure the customer's expectations are clear and achievable. The City of Porterville would have a primary contact from the Greenlots' Project Management Office to ensure a successful installation and customer experience.

Corrective Maintenance Services

Greenlots, through its local EVSE partner technicians, can offer the City of Porterville Corrective Maintenance Services on an as-needed basis. All maintenance services will be dispatched by Greenlots and performed by trained, qualified personnel. Most maintenance can be performed without shutting down the entire system, and on occasion, can be scheduled off hours. Greenlots will bill as services are performed.

Corrective Maintenance Pricing:

- \$150 dispatch fee (\$50 mileage fee per visit may also apply)
- \$200 per hour for standard maintenance services
- \$275 per hour for weekend or holiday service, plus mileage
- \$225 per hour for emergency service (within 24 hours), plus mileage



Proposal for the City of Porterville

BTC 200 kW DCFC Pricing

August 2019



Contact:

Chad Joel

Regional Sales Manager

cjoel@greenlots.com

310-890-1150

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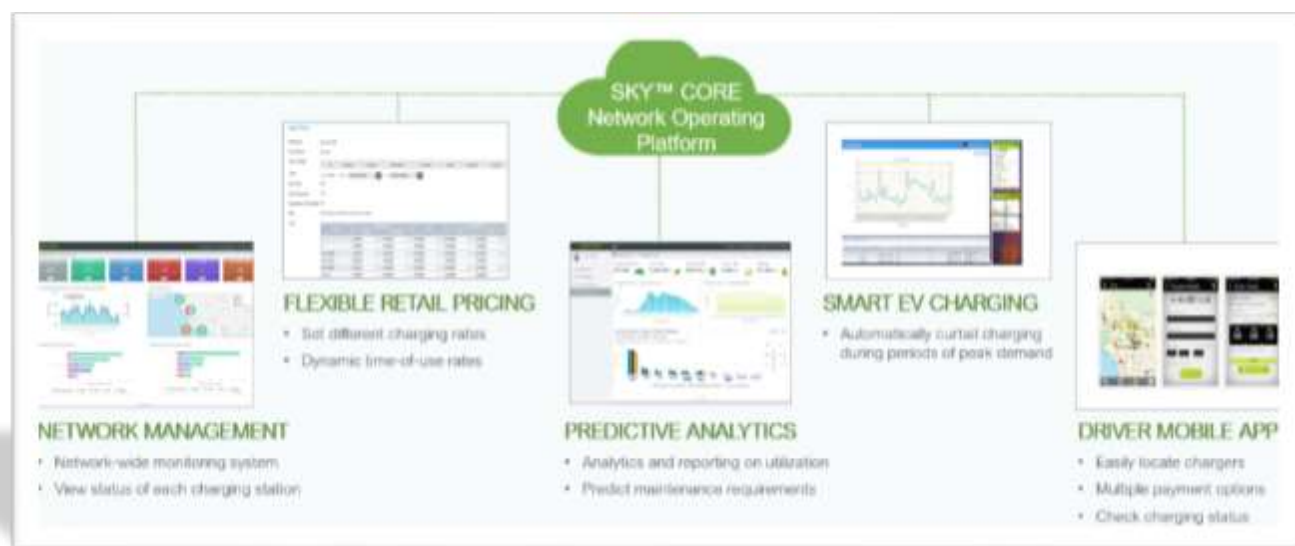
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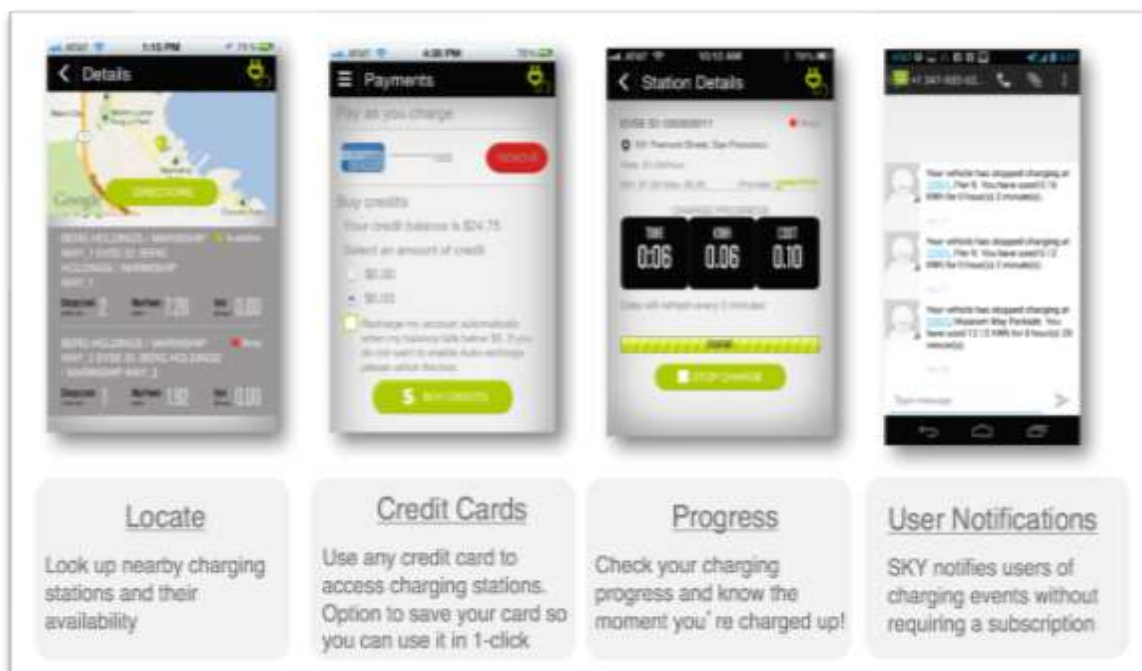
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SKY Software Pricing

The City of Porterville licenses the SKY Network software from Greenlots. Station Diagnostics and Call Center Support Services are included as part of the SKY licensing agreement

Licensing fees are payable in advance for the Initial Term, with payment to be made upon activation of the Charging Station.

The licensing fees are displayed in the Hardware Overview on the following page.

Additional Fees

- If a payment transaction is made (via Greenlots app or Credit Card), a Collections and Processing Transaction Fee of 5.0% (with a minimum of \$0.50) shall be paid by the City of Porterville
- The City of Porterville is reimbursed quarterly for station revenue, minus our Transaction Fee.
- The City of Porterville is responsible for a one-time fee of \$150 per station to configure, test and commission the SKY software.
- Prior to shipping hardware, cell strength will need to be tested at each site location. Greenlots will arrange this. A site survey may be required with fee of \$200 per site.
- Unless using a WiFi connection, a cellular data plan will be required for every cell modem and/or Cradlepoint on site for the charger to communicate with SKY. A site survey will confirm which data plan is best suited for each site, but we estimate \$240 a data plan to service each modem per year.

Hardware Overview

We stand firmly behind the quality, reliability, and service offered by our products and suppliers. All models below support OCPP (Open Charge Point Protocol) and OpenADR demand response through the Greenlots SKY network, and function identically for access control and differentiated pricing to various groups of users. Together with the Greenlots SKY Network, these hardware options give the City of Porterville the desired functionality and future-proofing that other hardware providers cannot deliver.

Greenlots recommends the City of Porterville contemplate the following products and technologies. Greenlots has worked extensively with each of these manufacturers and their respective charging technologies, working tirelessly on testing, validating, troubleshooting, and configuring compatibility with our SKY Network Operating Platform.

Each of these options provide the City of Porterville with required features and functionality for initial deployment, as well as optionality in terms of equipment upgrades. All options and their immediate and long-term charging solutions come at different price points. While detailed technical information can be found in their respective product specification sheets (attached separately), specific features and indicative pricing for each hardware option is summarized below:

Proposed DCFC Charging Hardware

Brand/Model	Description	Warranty	Pricing
BTC EVP-FC200 	200kW station CHAdeMO/CCS OCPP Integration 15" Outdoor Color Display Dynamic Power Allocation in 50kW increments	2-year parts and labor included	Unit Pricing: Price Per Charger \$56,992.00 Software / Networking & Commissioning \$650.00 Total Cost \$57,642.00

- Pricing on this document is in USD and indicative.

Hardware / Software / Networking / Warranty / Sales Tax / Shipping / Installation:

\$57,642.00

\$5,331.89 (9.25% Sales Tax)

\$800.00 (Shipping)

\$63,773.89 Total

Installation

Greenlots will work with subcontractors to perform services related to engineering, construction, installation, and maintenance of EVSE.

Greenlots has experience working with trained, qualified electrical subcontractors, deploying EVSE projects globally. Our process begins by identifying the best subcontracting options, based on project scope, location and profile of the end customer. As part of our turnkey services, Greenlots works with our installation partners to ensure the customer's expectations are clear and achievable. The City of Porterville would have a primary contact from the Greenlots' Project Management Office to ensure a successful installation and customer experience.

Corrective Maintenance Services

Greenlots, through its local EVSE partner technicians, can offer the City of Porterville Corrective Maintenance Services on an as-needed basis. All maintenance services will be dispatched by Greenlots and performed by trained, qualified personnel. Most maintenance can be performed without shutting down the entire system, and on occasion, can be scheduled off hours. Greenlots will bill as services are performed.

Corrective Maintenance Pricing:

- \$150 dispatch fee (\$50 mileage fee per visit may also apply)
- \$200 per hour for standard maintenance services
- \$275 per hour for weekend or holiday service, plus mileage
- \$225 per hour for emergency service (within 24 hours), plus mileage