



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
JULY 19, 2022, 5:30 PM**

Pursuant to the provisions of Assembly Bill 361, signed into law by Governor Newsom on September 16, 2021, and in an effort to protect public health and slow the rate of transmission of COVID-19, the City of Porterville is allowing for and encouraging electronic participation at City Council Meetings. Until further notice, Porterville City Council Meetings will be live streamed on YouTube at <https://www.youtube.com/channel/UC5KuhSrNMNL9nwHJVtnJvvA>

Alternatively, this meeting will also be available via Zoom using the following information

Topic: City of Porterville – City Council Meeting of Monday, July 19, 2022

Please use the following link below to join the webinar:

<https://us06web.zoom.us/j/88411768958?pwd=aUhjV0dCK0puaHVIUkxCWFk1S1FKdz09>

Or via Telephone: **1-669-900-6833** Webinar ID: **884 1176 8958** Passcode: **336528**

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 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis and Patrice Hildreth. Employee Organizations: Porterville Peace Officers Association, Public Safety Support Unit, Porterville City Employees Association, Porterville City Firefighters Association, Fire Officer Series, Management & Confidential Series, and all unrepresented management employees.

2 - Government Code Section 54956.95 – Liability Claim: Claimant: Cecelia Nunez. Agency claimed against: City of Porterville.

3 - Government Code Section 54956.95 – Liability Claim: Application for Leave to Present a Late Claim for Damages. Claimant: Rhiannon Roulston. Agency claimed against: City of Porterville.

4 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Duran v. City of Porterville, United States District Court, Eastern District, Case No. 1:22-CV-00614-DAD-SAB.

5 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Southern California Edison Company v. California State Board of Equalization, et al., Orange County Superior Court Case Nos. 30-2022-01258109-CU-MC-CJC, and 30-2022-01258057-CU-MC-CJC2022648.

6 - Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Five (5) cases 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.

8 - Government Code Section 54957 -- Public Employee Performance Evaluation. Title: City Manager.

9 - Government Code Section 54957 -- Public Employee Performance Evaluation. Title: City Attorney.

6:30 P.M. RECONVENE OPEN SESSION AND REPORT ON REPORTABLE ACTION TAKEN IN CLOSED SESSION

Pledge of Allegiance Led by Council Member Tate

Invocation

PRESENTATIONS

Chamber of Commerce - Quarterly Report

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.

AB 1234 REPORTS

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

1. KJUG Free Summer Concert - June 21, 2022
2. Tulare County Economic Development Corporation (TCEDC) - June 22, 2022
3. Tulare County Regional Transit Agency (TCRTA) - June 22, 2022
4. San Joaquin Valley Regional Action Planning (SJV-REAP) Committee - June 24, 2022
5. Tulare County Association of Governments (TCAG)/Tulare County Transportation Authority (TCTA) - June 27, 2022
6. Police Officer Badge Pinning Ceremony - July 1, 2022
7. Temporary Library Grand Opening - July 1, 2022
8. Freedom Fest - July 2, 2022

9. Local Initiatives Navigation Center (LINC) Committee - July 6, 2022
10. Eastern Tule Groundwater Sustainability Agency - July 7, 2022
11. Tule River Improvement Joint Powers Agreement Agency (TRIIPA) Board Meeting - July 11, 2022
12. Tule River Tribe ATP Plan - July 11, 2022
13. Tulare County Water Commission - July 11, 2022 (Canceled)
14. Internal City Audit Committee - July 13, 2022
15. Porterville Area Development Authority - July 15, 2022
16. TCAG/TCTA Board - July 18, 2022 (Canceled)

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. Library & Literacy Commission - Summer Hiatus
 3. Arts Commission - June 28, 2022
 4. Animal Control Commission
 5. Youth Commission - Summer Hiatus
 6. Transactions and Use Tax Oversight Committee (TUTOC)
- II. Staff Informational Reports
 1. Water Conservation Phase III Status Update - June 2022

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 Equipment - Digester #4 Valves**
Re: Consideration to authorize the purchase of digester #4 valves from Frank Olsen Company for an amount not to exceed \$30,000 which includes valves, taxes, freight, and a ten percent (10%) contingency.
2. **Authorization to Purchase Master Meter 4G Radio Read Water Meters**
Re: Considering approval to purchase new meters, replacement meters and/or meter registers during the 2022-2023 Fiscal Year, up to but not to exceed \$480,000.
3. **Authorization to Purchase Water Shares or Surface Water for Groundwater Recharge**
Re: Consideration to authorize the purchase of water shares or surface water during the 2022-2023 Fiscal Year up to \$500,000.

4. **Authorization to Repair Police Patrol Vehicle**
Re: Consideration to authorize Police Patrol vehicle repair by Porterville Chrysler at a cost not to exceed \$6,425.
5. **Authorization to Purchase by Negotiation Equipment Scheduled for Replacement**
Re: Consideration to approve the purchase by negotiation of the equipment listed and authorize payment for said equipment upon satisfactory delivery.
6. **Authorization for Specialized Services - AllMax Software Custom Report Work**
Re: Consideration to award the software custom report work to AllMax Software for an amount not to exceed \$23,975.
7. **Authorization to Distribute Request for Qualifications for On-Call Consulting Services**
Re: Consideration to authorize staff to distribute a Request for Qualifications for On-Call Consulting Services.
8. **Authorization to Distribute Request for Proposals for Local Early Action Planning South of Tule River Specific Plan Consultant Services**
Re: Consideration to authorize the release of the Request for Proposals for the preparation of Circulation and Land Use Elements for the draft South of Tule River Specific Plan.
9. **Acceptance of Project - Henderson Avenue Reconstruction**
Re: Consideration to approve the Henderson Avenue Reconstruction Project from Indiana Street to Jaye Street and Plano Street to Second Street as complete; and authorize additional funding in the amount of \$170,093.00 from Local Transportation Funds (LTF) to cover unforeseen extra work.
10. **Acceptance of Project - Fire Management Office Remodel Project**
Re: Consideration to accept the Fire Management Office Remodel Project located at 291 N. Main Street, as complete.
11. **Approval of Resolution Authorizing the Filing of Regional Surface Transportation Program Exchange Fund Claim for the Fiscal Year 2021-2022**
Re: Consideration to approve the draft Resolution authorizing the Finance Director to sign and submit the Fiscal Year 2021-2022 Regional Surface Transportation Program Exchange fund claim to the Tulare County Association of Governments on behalf of the City in the amount of \$688,471.
12. **Acceptance of the Selective Traffic Enforcement Program (STEP) Grant**
Re: Consideration to accept the STEP Grant from the California Office of Traffic Safety in the amount of \$100,000; and authorize a budget adjustment for the Police Department in the Special Safety Grants Fund for the 2022-2023 Fiscal Year in the amount of \$100,000.
13. **Clean California Local Grant Program (State) Restricted Grant Agreement**
Re: Consideration to approve the agreement for the remodel and upgrades to the Santa Fe Byway Trail which is a Clean California Grant-funded project .
14. **Authorization to Negotiate Contract for Professional Services for Development Ordinance Update**
Re: Consideration to authorize staff to negotiate a contract with Provost & Pritchard Consulting Group to complete the comprehensive Development Ordinance update.

15. **Intent to Set a Public Hearing to Consider the Formation of a Sewer Utility District for Island Annexation Area 457**
Re: Consideration to set a Public Hearing for August 16, 2022, for consideration to form a Sewer Utility District Area 457; and approve the Engineer's Report for Sewer Utility Area 457.
16. **Sewer Utility Districts Annual Assessments Fiscal Year 2022-2023**
Re: Consideration to adopt the draft Resolution ordering the continued sewer district assessments for the 2022-2023 tax year.
17. **Consideration of Retail Recruitment Service Agreement**
Re: Consideration to negotiate and sign a contract with Buxton for a retail recruitment and mobile visitor's insights solution.
18. **Cooperative Agreement with Porterville College for Use of the Police Firing Range**
Re: Considering approval of agreement with Porterville College for utilization of the shooting range for their Reserve Police Officer training program.
19. **Joint Funding Agreement with Porterville Unified School District and Burton School District for School Resource Officers**
Re: Consideration to approve the agreements for Joint Funding for School Resource Officers for the period of July 1, 2022, through June 30, 2023.
20. **Joint Funding Agreement with Kern Community College District (Porterville College) for a Part-time Reserve Police Officer**
Re: Consideration to approve the Agreement for joint funding for a part-time Reserve Police Office for the period of July 1, 2022, through June 30, 2024.
21. **Request for Renewal of Accela PublicStuff Three Year Contract**
Re: Consideration to approve the renewal of Accela PublicStuff three-year contract.
22. **Renewal of HR Test Rental and Use Agreement Between City of Porterville and CPS HR Consulting**
Re: Consideration to authorize the two-year renewal of the Test Security Agreement with CPS HR consulting for the utilization of written examinations for use in the City's recruitment process.
23. **Reaffirm Conditions of State Assembly Bill 361 to Continue Remote Attendance at Public Meetings**
Re: Consider adoption of a draft Resolution consistent with AB 361 to continue to allow remote attendance at public meetings.
24. **Status and Review of Local Emergency: Drought**
Re: Considering approval of the continuance of the Declaration of Local Emergency.

A Council Meeting Recess Will Occur at 8:30 p.m., or as Close to That Time as Possible

PUBLIC HEARINGS

25. **Landscape and Lighting District Annual Assessments**
Re: Consideration of the City Council to conduct the Public Hearing on the 2022-2023 assessments for the Landscape and Lighting Maintenance Districts to take comments or receive protests on the proposed assessments, and adopt the draft Resolution ordering the

continued maintenance of Landscape and Lighting Maintenance Districts and confirming the Engineer's Report and Assessments for the 2022-2023 Fiscal Year.

SCHEDULED MATTERS

26. Consideration of Appointments to the Arts Commission

Re: Considering the reappointments of Emily Luna and Kyree Perkins to the Arts Commission to terms to expire in July 2025.

27. Consideration of Appointments to the Transactions and Use Tax Oversight Committee ("TUTOC")

Re: Considering reappointments of members and new appointments to the Transactions and Use Tax Oversight Committee.

28. Adoption of Annual Appropriation Limit

Re: Consideration to approve the draft Resolution adopting the appropriation limit of \$89,077,187 for the 2022-2023 Fiscal Year.

29. Designation of Voting Delegates and Alternates for League of California Cities 2022 Annual Conference

Re: Considering the designation of a voting member and alternates for the League of California Cities Annual Business Meeting to take place at the Annual Conference in Long Beach on September 7-9, 2022.

30. Consideration of Sponsorship of 2022 Tule River Tribe Powwow; Friday, September 9th - Sunday, September 11th, 2022

Re: Consideration of sponsorship of the 2022 Tule River Tribe Powwow, scheduled for Friday, September 9th through Sunday, September 11th, 2022, at the McCarthy Ranch (32657 Reservation Road).

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 August 2, 2022, at 5:30 P.M.

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 – JULY 19, 2022

SUBJECT: 1. Water Conservation Phase III Status Update - June 2022

SOURCE: Public Works

COMMENT: The City has continued to implement an active water conservation approach, both conserving and providing flexibility to the community. The City transitioned from Phase IV to Phase III of the City's Water Conservation Plan as of June 1, 2022. The Water Conservation Plan applies to all municipal water users within or outside the city limits.

The Phase III plan limits outdoor watering to two days per week, with "odd" addresses allowed watering on Tuesday and Saturday and "even" addresses allowed watering on Wednesday and Sunday. Outdoor 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 forty-eight (48) hours after measurable rainfall, which is now defined as greater than 0.01 of an inch.

The Phase IV plan limits outdoor watering to one day per week, with "odd" addresses allowed watering on Saturday and "even" addresses allowed watering on Sunday. Outdoor 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 through Friday. Watering of outdoor landscaping is prohibited during and within forty-eight (48) hours after measurable rainfall, which is now 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 on 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 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 June 2022 show that a total of thirty-seven (37) notices of violation were issued for water wasting, and four administrative citations were issued.

Water production for June 2022 reflects a six percent (6%) reduction on the 5-year average. The monthly production for June was 364 million gallons, which is a twenty-three percent (23%) decrease in comparison to the monthly production for June 2013 of 478 million gallons. Residential consumption for June 2022 was 140 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 production for the City of Porterville's conservation efforts will be reflected from June 2015 through June 2022. Porterville's cumulative total production conservation through June 2022 is nineteen percent (19%). The cumulative total of GPCD for the City of Porterville's conservation efforts will be reflected from June 2015 through June 2022. Porterville's cumulative total GPCD conservation through June 2022 is twenty-five percent (25%).

Under the February 2, 2016, emergency regulation, the City of Porterville received a revised conservation standard of twenty-eight percent (28%) with an additional two percent (2%) reduction for climate adjustment, making the City's conservation standard twenty-six percent (26%). After reviewing the Water Board's Self-Certification criteria for drought impacts on water supplies, the City of Porterville Council approved maintaining a self-imposed standard of twenty-six percent (26%). The continuation of the current conservation goal keeps 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, and meets the minimum twenty percent (20%) conservation standard defined in the City's Urban Water Management Plan, and assists the City in 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 implement conservation standards as necessary. California Governor Gavin Newsom signed into effect Executive Order N-10-21 on July 8, 2021, urging all Californians to voluntarily reduce their water use by fifteen percent (15%) compared to their prior-year levels due to extended excessive drought conditions. Water production for the City system shows a fifteen percent (15%) decrease from June 2021 to June 2022. California Governor Gavin Newsom issued another Executive Order N-7-22 on March 28, 2022, to address drought conditions after the driest first three months of a year in recorded history. EO N-7-22 requires that each water supplier implements at a minimum the shortage response actions adopted under section 10632 of the Water Code for a shortage level of up to twenty percent (Level 2). The City of Porterville's Water Conservation Plan Phase III meets the requirements for this shortage, (Level 2).

RECOMMENDATION: Information Only

ATTACHMENTS:

1. Monthly Production Status June 2022
2. Monthly Production Status GPCD June 2022
3. Drought Response Phase III Flyer

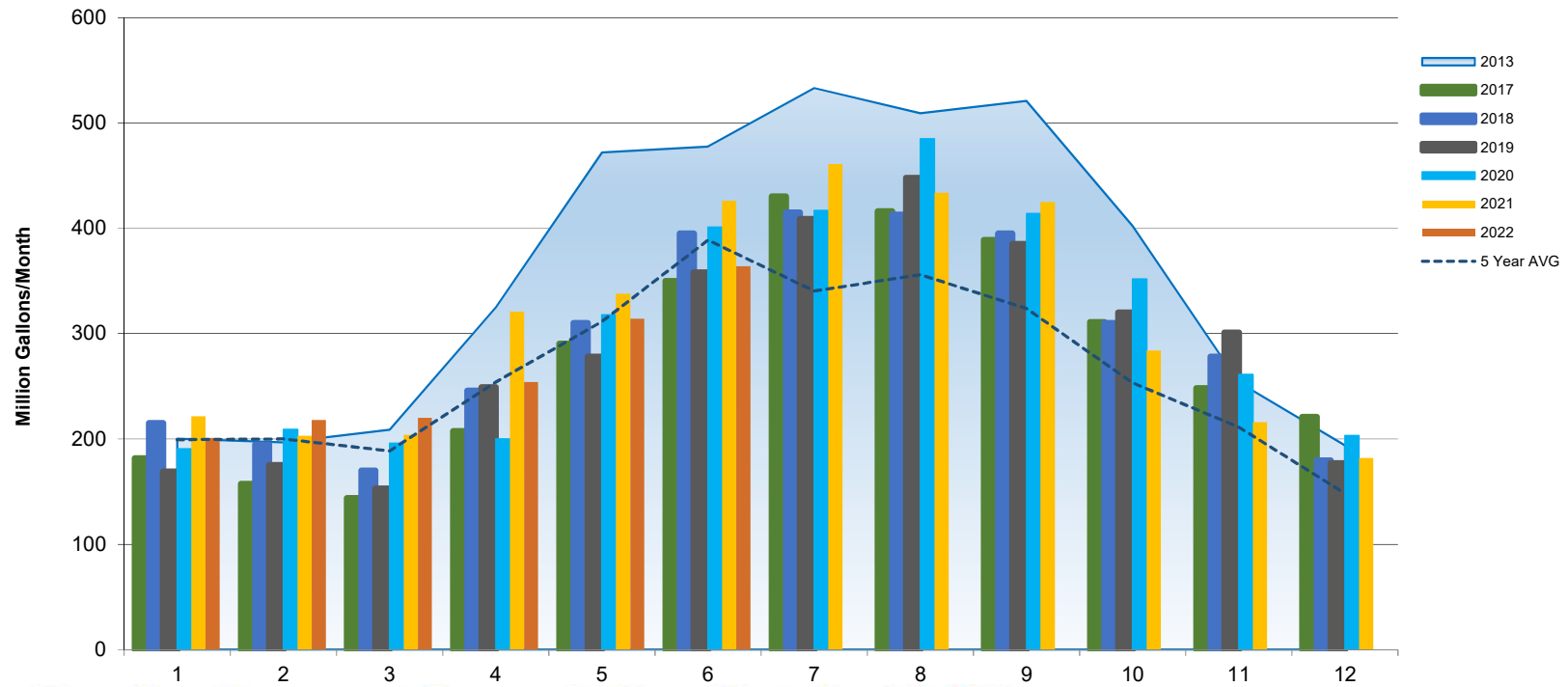
Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

Monthly Production Status & Cumulative Total June 2015 Through June 2022 Production Comparison to 2013 & 5 Year Average

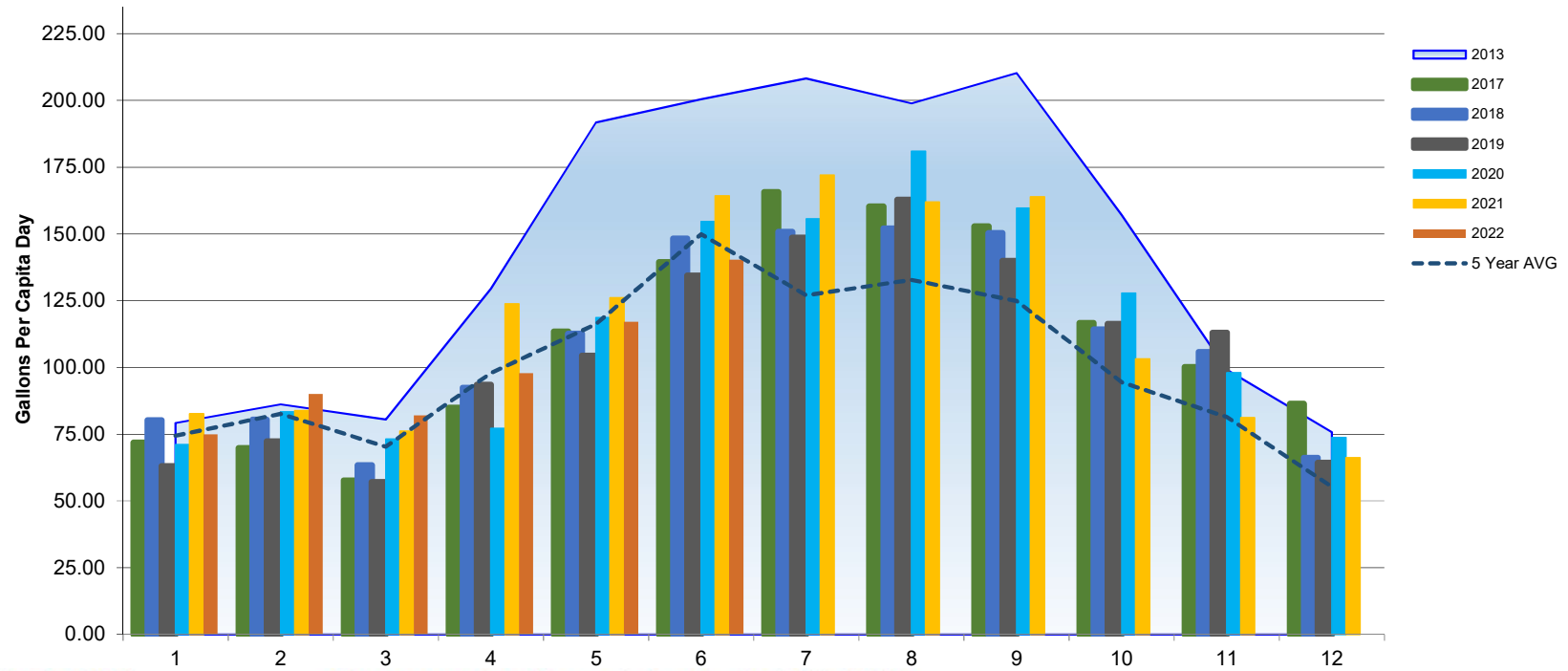


Production Cumulative Total 20.0%

2017	-9%	-20%	-31%	-36%	-38%	-27%	-19%	-18%	-25%	-23%	-2%	14%
2018	1%	-7%	-13%	-29%	-39%	-26%	-25%	-24%	-29%	-27%	7%	-13%
2019	16%	-11%	-27%	-23%	-41%	-25%	-23%	-12%	-26%	-20%	19%	-9%
2020	-5%	6%	-6%	-38%	-33%	-16%	-22%	-5%	-21%	-13%	3%	5%
2021	11%	3%	-2%	-1%	-28%	-11%	-14%	-15%	-18%	-29%	-15%	-6%
2022	-9%	7%	8%	-21%	-33%	-24%						

Percent Comparison to 2013 Production

Monthly Production Status & Cumulative Total June 2015 Through June 2022 Gallon Per Capita Day Comparison to 2013 & 5 Year Average



GPCD

Cumulative Total 25.2%

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%	-18%	-33%	-26%	14%	-15%
2020	-10%	-3%	-9%	-40%	-38%	-23%	-25%	-9%	-24%	-19%	-1%	-3%
2021	4%	-3%	-5%	-4.4%	-34%	-18%	-17%	-19%	-22%	-34%	-18%	-13%
2022	-17%	-13%	1%	-15.6%	-11%	-32%						

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 – JULY 19, 2022

SUBJECT: Authorization to Purchase Equipment - Digester #4 Valves

SOURCE: Public Works

COMMENT: The Wastewater Treatment Facility (WWTF) is requesting authorization to replace seven damaged Dezurik plug valves on digester #4. The seven valves isolate digester #4 from the sludge treatment process, allowing maintenance and repairs to be performed on the digester without interruption to the sludge stabilization process. Digester #4 must be taken out of service, emptied, and cleaned before the valves can be replaced. Digester #4 is scheduled to be taken out of service this fiscal year (2022-2023). Once the digester is out of service, WWTF staff can replace the valves safely and efficiently.

The WWTF contacted three Dezurik Valve vendors for quotes. The quotes are as follows:

1. Frank Olsen Company	\$23,530
2. Pace Supply Corporation	\$35,779
3. Ferguson Waterworks	\$39,108

Staff is requesting authorization to purchase seven Dezurik plug valves from Frank Olsen Company as they have been identified as the company submitting the lowest quote. Expenditure for the equipment for an amount not to exceed \$30,000 inclusive of valves, taxes, freight, and a ten percent (10%) contingency will be funded from the 2022/2023 WWTF CIP Budget.

RECOMMENDATION: That City Council:

1. Authorize the purchase of digester #4 valves from Frank Olsen Company for an amount not to exceed \$30,000 which includes valves, taxes, freight, and a ten percent (10%) contingency;
2. Direct the Finance Director to initiate a Purchase Order to Frank Olsen Company for an amount not to exceed \$30,000 which includes valves, taxes, freight, and a ten percent (10%) contingency for the purchase of digester #4 valves; and
3. Direct the Finance Director to make payment to Frank Olsen Company upon receipt of an invoice approved by the Public Works Director.

ATTACHMENTS:

1. Frank Olsen Company Quote
2. Pace Supply Corp Quote

3. Ferguson Waterworks Quote

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



286 Rickenbacker Circle
Livermore, CA 94551
925-961-8888 tel.
925-961-8890 fax
www.frankaolsen.com

To: City of Porterville
Att: Ron McAllister
Phone: (559)-782-7451
Email: rmcallister@ci.porterville.ca.us

Date: 07/06/2022
Quote No: 17550

ANY PURCHASE ORDER ISSUED AS A RESULT OF THIS QUOTATION IS SUBJECT TO ALL OF THE MANUFACTURER'S CONDITIONS AND FINAL ACCEPTANCE BY MANUFACTURER. SPARE PARTS NOT INCLUDED UNLESS NOTED BELOW. WE ASSUME THE PROJECT IS NOT AIS UNLESS NOTED BELOW.

<u>Item</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended</u>
1	3	14" DeZurik Model PEC Eccentric Plug Valve Cast Iron Body, Flanged ANSI 125/150 Ends, NBR Plug Facing, NBR Packing, DeZurik Epoxy Lining -8 mils DFT, DeZurik Epoxy Coating -8 mils DFT, w/ Gear & Handwheel & Position Indicator 3-4 Week Leadtime	\$ 4,515.22	\$ 13,545.66
2	4	10" DeZurik Model PEC Eccentric Plug Valve Cast Iron Body, Flanged ANSI 125/150 Ends, NBR Plug Facing, NBR Packing, DeZurik Epoxy Lining -8 mils DFT, DeZurik Epoxy Coating -8 mils DFT, w/ Gear & Handwheel & Position Indicator 3 stock Factory Remainder 3-4 Week Leadtime	\$ 2,496.12	\$ 9,984.48

Total: \$ 23,530.14

Shipping Terms : Pre-Pay & Add
QTE Validity : 30 Days
Payment : Net 30 Days
Shipping Type : Common Carrier

Sincerely,
Ryan Bosch
ryan.bosch@frankaolsen.com



PACE SUPPLY CORP
4569 E. HOME AVENUE
FRESNO CA 93703
PHONE#: 559-251-7581

* * Q U O T A T I O N * *

TO: CITY OF PORTERVILLE
291 N MAIN ST
PORTERVILLE, CA 93257

BID DATE: 07/06/22 NO. 1497779
EXPIRATION DATE: 07/09/22
JOB: DEZURIK PLUG VALVES

FOB: ORIGIN
PREP. BY CHRIS MEDRANO
REQ. BY RON McALLISTER

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL

*****THIS QUOTE WILL EXPIRE AFTER 72 HOURS*****

PAGE: 1

Qty	Part Number	Description	Price...	Extended
1		==>		
3	NS00869565	14" DEZURIK PEC ECC PLUG VALVE CI Vend Part#: 14BTTFLYPECCIW/HNDWHEEL	6664.42	19993.26
4	NS00869580	10" DEZURIK PEC ECC PLUG VALVE CI Vend Part#: 10PECECCPLUGCIANSI12/150	3946.44	15785.76
				----- 35779.02

QUOTATION TOTALS

35779.02



FERGUSON #3303 (FRESNO)
2812 S ORANGE AVE
FRESNO, CA 93725-1922

Phone: 559-442-3333
Fax: 559-266-0858

Deliver To:
From: John Perea Jr.
Comments:

10:40:15 JUL 06 2022

Page 1 of 2

FERGUSON WATERWORKS #1423

Price Quotation
Phone: 559-442-3333
Fax: 559-266-0858

Bid No: B460188
Bid Date: 07/06/22
Quoted By: JJP

Cust Phone: 559-782-7516
Terms: NET 10TH PROX

Customer: CITY OF PORTERVILLE
291 N MAIN ST
PORTERVILLE, CA 93257

Ship To: CITY OF PORTERVILLE
291 N MAIN ST
PORTERVILLE, CA 93257

Cust PO#: 10&14 DEZURIK VLVs

Job Name: REQUOTE

Item	Description	Quantity	Net Price	UM	Total
PT-TERMS	Due to market conditions and supply chain disruptions "Quotes are estimates only" Pricing will be determined at time of shipment. ----- PT-TERMS =====	1		EA	0.00
SP-DPECEPV14	14 DEZURIK PEC ECC PLG VLV CI FLG 14" MODEL PEC ECC PLG VLV CI BODY FLG ANSI 125/150 ENDS, NBR PLG FACING, NBR PACKING, DEZURIK EPOXY LINING-8 MILS DFT, DEZURIK EPOXY COATING-8 MILS DFT, W/GEAR & H/WHL & POSITION INDICATOR -----	3	7081.380	EA	21244.14
SP-DPECEPV10	10 DEZURIK PEC ECC PLG VLV CI FLG 10" MODEL PEC ECC PLG VLV CI BODY FLG ANSI 125/150 ENDS, NBR PLG FACING, NBR PACKING, DEZURIK EPOXY LINING-8 MILS DFT, DEZURIK EPOXY COATING-8 MILS DFT, W/GEAR & H/WHL & POSITION INDICATOR ----- REBUILD KITS WILL NEED TO BE SELECTED BY CUSTOMER FROM DEZURIK SUBMITTAL PAGE, IN ORDER TO QUOTE	4	4465.900	EA	17863.60

Net Total: \$39107.74
Tax: \$3617.46
Freight: \$0.00
Total: \$42725.20



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=3303&on=439483>



CITY COUNCIL AGENDA – JULY 19, 2022

SUBJECT: Authorization to Purchase Master Meter 4G Radio Read Water Meters

SOURCE: Public Works

COMMENT: Water meters installed throughout the city are critical to determining water consumption and generating revenue from water sales. This revenue source funds the operating and maintenance costs of the water utilities enterprise fund. The City owns and maintains approximately 17,000 meters throughout its water distribution system. In order to maintain the supply of meters, staff would like to request the opportunity to purchase new and replacement water meter inventory in bulk for the 2022-2023 Fiscal Year. The City has previously ordered replacement water meters and registers in small increments, on an as-needed basis, to refill stock and meet the demands of development. Over the years, staff has experienced extended lead times of up to ten (10) weeks, creating an operational challenge to meet demands and maintain replacement and reserve stock.

Master Meter Inc. meters currently comprise roughly thirty percent (30%) of the total active meters in the distribution system. The purchase of various sizes of new and replacement meters and registers are necessary to maintain system accounting and service account establishment. Master Meter, Inc. is a well-established manufacturer and supplier of meters throughout the industry, and the City's Water Utilities Division has been utilizing Master Meter meters in the City's water distribution system for more than 10 years. Hydro Pro Solutions is now the sole distributor of Master Meter meters in California. With the East Porterville Water Consolidation Project, the City began the implementation of Master Meter 4G radio read meters and the meter reading equipment and is moving towards the conversion of existing direct read meters to a fixed radio network.

Staff recommends that the City Council authorize the Public Works Director to purchase Master Meter 4G radio read water meters, replacement meters, and meter registers in an amount not to exceed \$480,000 in the 2022-2023 Fiscal Year. If approved, staff would be able to place large quantity orders at the beginning of the 2022-2023 Fiscal Year, avoiding the extended lead times and keeping up with demands. Funds for the purchase of these new meters, replacement meters, and/or registers have been set aside in the Water Capital Improvement Budget for the 2022-2023 Fiscal Year and will be funded by the Water Replacement Fund.

RECOMMENDATION: That the City Council authorize the Public Works Director to

purchase new and replacement Master Meter 4G radio read water meters and meter registers from Hydro Pro Solutions, during the 2022-2023 Fiscal Year at a not to exceed amount of \$480,000.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JULY 19, 2022

SUBJECT: Authorization to Purchase Water Shares or Surface Water for Groundwater Recharge

SOURCE: Public Works

COMMENT: Staff annually requests authorization to purchase water shares or surface water for groundwater recharge. The City Council has in the past approved the purchase of surface water and/or water shares, when available, from surrounding water entities to be used for groundwater recharge.

The City currently owns 473 shares of Pioneer Water Company (PWC), and it has been the Council's direction to increase the City's holdings and water rights when the opportunities arise. If approved, when water shares become available, the Public Works Director will be authorized to submit bids for share purchases. The authorization will also be given to negotiate surface water purchases with local irrigation districts that may have water available for sale to be used as groundwater recharge.

Staff recommends that Council authorize the Public Works Director, or the City Manager's designee, to purchase or bid on any available water shares in the 2022-2023 Fiscal Year with PWC and/or other water entities who may have available water for purchase, also allowing for the purchase of surface water being offered for sale. Funds for the purchase of water shares or surface water have been set aside in the Water Operating Fund budget for the 2022-2023 Fiscal Year.

RECOMMENDATION: That the City Council authorize the Public Works Director, or the City Manager's designee, to purchase water shares or surface water during the 2022-2023 Fiscal Year up to \$500,000.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JULY 19, 2022

SUBJECT: Authorization to Repair Police Patrol Vehicle

SOURCE: Public Works

COMMENT: Vehicle #3354, is an active Police Patrol Vehicle that has experienced wear damage to the automatic transmission and requires a remanufactured transmission. This type of repair should be performed by an authorized Dodge repair facility for future warranty purposes. A transmission replacement at an independent repair shop will have a 12-month/12,000-mile warranty, while the dealer repair will have a 24-month/24,000-mile warranty.

Staff is requesting authorization to utilize Porterville Chrysler, which is the nearest authorized Dodge repair service facility, at an estimated cost of \$6,425 (inclusive of all parts, taxes, and labor, including a 10% contingency). Funding for the repairs will be the Police Department's operating budget.

RECOMMENDATION: That the City Council:

1. Authorize the Patrol Vehicle repair by Porterville Chrysler at a cost not to exceed \$6,425 (inclusive of all parts, taxes, and labor, including a 10% contingency); and
2. Authorize payment of said repair upon satisfactory completion.

ATTACHMENTS: 1. Porterville Chrysler Jeep Dodge Ram Estimate

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

#3354

PORTERVILLE CHRYSLER DODGE JEEP RAM
777 WEST OLIVE AVE.
PORTERVILLE CA 93257

559-784-9512

CITY OF PORTERVILLE

Jun 30, 2022 03:43 PM

Home:

YMMS: 2016 Dodge Charger Pursuit

Mobile:

Engine: 5.7L Eng

Work:

License:

Email:

VIN: 2C3CDXAT4GH356285

Odometer:

TYPE	DESCRIPTION	PART #	QTY	PRICE	LINE TOTAL
Labor	TRANSMISSION ASSEMBLY - Remove & Replace V8,4WD,Normally Aspirated,Trans Mfr CD NAG1- W5A580	-	-	-	\$564.00
Parts	TRANSMISSION ASSEMBLY 5.7L Eng,RWD,Trans Mfr CD NAG1-W5A580	RL003110AK	1.0	\$4,829.99	\$4,829.99

Labor:	\$564.00
Parts:	\$4,829.99
Shop Supplies:	\$0.00
Hazardous Materials:	\$0.00
Labor Taxes:	\$0.00
Parts Taxes:	\$446.77
TOTAL:	\$5,840.76



CITY COUNCIL AGENDA – JULY 19, 2022

SUBJECT: Authorization to Purchase by Negotiation Equipment Scheduled for Replacement

SOURCE: Finance

COMMENT: In accordance with the City's Purchasing Policy and Procedure Manual, as amended by Resolution No. 122-87 adopted by City Council on October 20, 1987, staff hereby requests approval to begin negotiations for the purchase of the following equipment scheduled for replacement in FY 2022-2023, for the various departments as follows:

<u>Department</u>	<u>Equipment Description</u>	<u>Estimated Cost</u>
Finance - IT	Misc computer equipment	\$40,000
	Microsoft Office 2021 suite	\$80,000
Parks Maintenance	Flail mower	\$10,000
	Rake-O-Vac	\$45,000
Streets	Belly dump	\$80,000
	Pickup	\$60,000
Golf Course	Greenmaster	\$65,000
	Toro ReelMaster	\$80,000
Industrial Pre-treatment Plant	Pickup	\$60,000
	Lab testing equipment	\$30,000
Solid Waste	Automated containers	\$250,000
	Commercial bins and rolloff containers	\$170,000
	Pickup	\$60,000
	Frontloader (2)	\$700,000
	Sideloader (3)	\$1,075,000
Water Quality	Pickup with crane	\$85,000
	Misc computer equipment	\$5,000

Equipment Maintenance	Freon recycler	\$8,000
	Hydraulic lift	\$280,000

Funds for the purchase of these equipment items are available in the Equipment Replacement Funds.

RECOMMENDATION: That the City Council authorize the purchase by negotiation of the equipment listed and authorize payment for said equipment upon satisfactory delivery.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JULY 19, 2022

SUBJECT: Authorization for Specialized Services - AllMax Software Custom Report Work

SOURCE: Public Works

COMMENT: The Wastewater Treatment Facility (WWTF) is seeking authorization for AllMax Software to provide custom monitor well reports and graphs. The WWTF has a total of twenty-four (24) monitor wells located around the facility and reclamation area which are required to be sampled and monitored on a quarterly basis. Operator 10, which is replacing the current database, is designed to address data from multiple sources to provide centralized and uniform data management for all wastewater operations data. The WWTF currently uses AllMax Software's Operator 10 program to generate monthly, quarterly, and annual water quality reports. AllMax Software would create the new monitor well reports and graphs and add them to the existing database.

WWTF staff contacted AllMax Software for a quote to provide custom report work to add quarterly analytical results with custom reports, general mineral data summary, parameters/dataviews and five custom charts for each monitor well. AllMax Software submitted a quote of \$23,975 to provide the custom software report work for all twenty-four (24) monitor wells. Funding for the project will be from the 2022-2023 WWTF operating budget.

RECOMMENDATION: That the City Council:

1. Award the software custom report work to AllMax Software for an amount not to exceed \$23,975;
2. Direct the Finance Director to initiate a Purchase Order to AllMax Software for an amount not to exceed \$23,975; and
3. Direct the Finance Director to make payment to AllMax Software upon receipt of an invoice approved by the Public Works Director.

ATTACHMENTS: 1. AllMax Software Quote

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

ALLMAX SOFTWARE QUOTE



911 S. Main St Kenton, OH 43326
800-670-1867 | 419-673-8863 | fax. 419-673-8864
sales@allmaxsoftware.com

Robert Alvarez
City of Porterville CA WWTF
291 N Main St
Porterville, CA, 93257
RE: Monitor Wells Custom
Reports/Graphs Setup Quote

Date: 6/16/2022
Rep: Kristin Grimshaw
License #: 100817

DESCRIPTION	PRICE
Custom Report Work – Daily Analytical Result	\$5,250.00
Single report with 3 custom formulas. 24 copies total – one for each well.	
Custom Report Work – Monitor Well General Mineral Data Summary	\$5,250.00
Single report that displays data for a custom display range. 24 copies total – one for each well.	
Custom Report Work – Parameters/Dataviews	\$875.00
- Add 6 parameters to 23 of 24 monitoring wells. - Add those parameters to each of the dataviews for monitoring wells.	
Custom Report Work - Charts	\$12,600.00
Create 5 charts per monitoring well for the parameters in each (24 wells)	
Total:	\$23,975.00
Quote provided is a not-to-exceed quote and is valid until 12/31/22. All pricing and rates subject to change.	

BY SIGNING BELOW OR PAYING ANY AMOUNT DUE UNDER AN INVOICE THAT REFERENCES THE SUPPORT SUBSCRIPTION SERVICE AGREEMENT ("SSSA"), YOU OR THE ENTITY YOU ARE SIGNING ON BEHALF OF, AS THE CASE MAY BE, AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE SSSA. If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates. If you do not have such authority, or if you or the entity you are signing on behalf of does not agree to be bound by the terms and conditions of the SSSA, you must not sign or otherwise accept this agreement or use the services. A COPY OF THE FULL TEXT OF THE SSSA IS AVAILABLE.

APPROVAL SIGNATURE & DATE



CITY COUNCIL AGENDA – JULY 19, 2022

SUBJECT: Authorization to Distribute Request for Qualifications for On-Call Consulting Services

SOURCE: Community Development

COMMENT: Since 2003, the City has maintained an On-Call Consulting Services contract with at least one consulting firm to provide environmental and other specialized services (such as Engineering and Surveying) to the City. Due to the increasing complexity of environmental law and regulations, the City Council authorized staff to release a request for qualifications for on-call environmental review service. These consultants will be tasked with any project not deemed exempt from the California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA).

Consultant services have been utilized on a number of private development projects as well as City public works projects that include, but are not limited to, mitigation monitoring, environmental review of parks improvements and Community Development Block Grant (CDBG) projects, road widening and extension projects, and water system expansion.

The services to be rendered under this contract would consist of, but not be limited to, the preparation of Initial Studies, Negative Declarations, Environmental Impact Reports and where appropriate, Categorical Exclusions, Environmental Assessments, Environmental Impact Studies and other documents as necessary to comply with State and federal environmental guidelines. The selected consultant must have a substantial working knowledge of CEQA and NEPA, and the ability to perform specialized studies such as wetlands delineations, biological surveys, and archaeological surveys and must possess strong writing and communication skills and have a flexible schedule that will allow for attendance at meetings as necessary. Although the Community Development Director or designee will review the consultant's work, the above referenced skills are essential to meeting the City's needs.

In addition to the preparation of environmental documents and studies, it is anticipated that the City will have a number of projects requiring on-site biological and/or archaeological monitoring during construction. Other services typically rendered by the selected firm may also be utilized from time to time. It is intended that the successful consultant will perform on both public and private sector projects. In response to the City's Request for Qualifications in 2018, Council authorized the execution of the on-call consulting contract with four firms.

The previous on-call consulting services contracts were authorized from October 2018 to October 2022, which included an initial three-year term and a one-year extension authorized by the Council in October 2021. The current contracts will expire in October of this year. At this time, Staff requests authorization to release a request for qualifications for on-call consulting services.

RECOMMENDATION: That the City Council authorize staff to distribute a Request for Qualifications for On-Call Consulting Services

ATTACHMENTS: 1. Draft Request for Qualifications

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Community Development Director

Final Approver: John Lollis, City Manager



REQUEST FOR QUALIFICATIONS

On-Call Environmental Services JULY 2022

PREPARED BY:
DEPARTMENT OF COMMUNITY DEVELOPMENT
PLANNING DIVISION
July 2022

I INTRODUCTION AND OBJECTIVES:

The City of Porterville (hereinafter referred to as "CITY") is requesting statements of qualifications (SOQs) to establish a list of competent consultants to provide on-call environmental services for multiple Capital Improvement Projects and developer-initiated projects through task orders on an as-needed basis. On-call services are expected to begin in October 2022 and terminate five years from date of award of contract.

II EXAMINATION OF PROPOSAL DOCUMENTS:

By submitting a proposal, each CONSULTANT represents that it has thoroughly examined and become familiar with the work required under this RFQ and that it is capable of performing quality work to achieve the objectives of CITY.

III ADDENDA/CLARIFICATIONS:

Any CITY changes to this RFQ will be made by written addendum. No verbal modification shall be binding.

IV PROPOSAL REQUIREMENTS:

Proposals for this project will be accepted at this office until 4:00 p.m., on Monday, August, 22, 2022. Three (3) copies of the proposal shall be submitted in a sealed envelope, plainly marked "On- Call Environmental Services Qualifications for the City of Porterville." Cost proposals shall not be submitted until requested by the CITY. Proposals shall be addressed to:

Jason Ridenour, Comm Dev. Director
Community Development Department
City of Porterville
291 N. Main Street
Porterville, CA 93257

The City reserves the right to reject any and all proposals that do not meet the requirements of this RFQ and/or any portion of the requirements of this project.

V PRE-CONTRACTUAL EXPENSES:

Pre-contractual expenses are defined as expenses incurred by the CONSULTANT in:
1) preparing and reproducing its proposal in response to this RFQ; 2) submitting its proposal to CITY; 3) negotiating with CITY any matter related to this RFQ and CONSULTANT's proposal; 4) other matters prior to the date of award of a Contract.

CITY shall not be liable for any pre-contractual expenses incurred by CONSULTANT in the preparation of proposals. Pre-contractual expenses shall not be included in the cost proposal.

VI EXCEPTIONS/DEVIATIONS:

Any exceptions to the requirements of this RFQ must be included in the CONSULTANT's proposal. Such exceptions must be included as a separate element of the proposal entitled "Exceptions and Deviations."

VII CONSULTANT REPRESENTATIVE:

The CONSULTANT shall assign a responsible representative and an alternate, both of whom shall be identified in the proposal. The CONSULTANT's representative shall remain in responsible charge for the duration of the project. Should the CONSULTANT's primary representative be unable to continue with the project, the CONSULTANT's alternate representative shall become the primary representative. No personnel changes will be acceptable without prior approval by CITY. CITY reserves the right to reject any changes in personnel at any time during the course of this project. CITY also reserves the right to terminate the contract if, in the opinion of CITY, substantial changes in project management may jeopardize the successful completion of this project to the satisfaction of CITY.

VIII LOCAL AGENCY REPRESENTATIVE:

Jason Ridenour, Community Development Director, shall be the Contract Administrator and contact person for all communications with CITY.

IX INSURANCE REQUIREMENTS:

The CONSULTANT shall maintain and provide current copies to CITY of the following minimum insurance coverage for the duration of this project:

- Full liability under Worker's Compensation laws of the State of California
- General comprehensive liability (*bodily injury and property damage*)*
- Professional liability insurance (*errors and omissions*)*
- Automotive liability Insurance*

*All must provide a combined single limit (CSL) of not less than \$1 million per occurrence.

X INDEMNIFICATION:

The CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected and appointed officers, employees agents from and against any and all claims, including attorney's fees and reasonable expenses for litigation or settlement, for any loss, damages, bodily injuries, and loss of property caused by negligent acts, omissions, or willful misconduct by the successful CONSULTANT and its subconsultants arising out of performance of the requirements of the Contract.

XI SUBCONTRACTING:

Only those firms identified in the Contract as subcontractors or subconsultants shall be allowed to perform work for this project. Any amendments to this requirement shall be made in writing by prime CONSULTANT to CITY. CITY has the right to reject any requested amendments at any time during the course of this project.

XII FEDERAL, STATE, AND LOCAL LAWS:

The CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, ordinances, and statutes. In accordance with federal-aid funded projects, Disadvantaged Business Enterprise (DBE) requirements must be met. The DBE participation goal percentage will be established on a project-by-project basis.

XIII PROPOSAL EVALUATION CRITERIA:

Evaluation criteria used to select the CONSULTANT shall include, but not be limited to, the following:

- A. Firm(s) experience with similar projects;
- B. Firm(s) key personnel qualifications/certifications and experience, especially the project manager and individuals performing services;
- C. Firm(s) understanding of the project requirements;
- D. Firm(s) ability to provide the required services in a timely and cost-effective manner to meet the required schedule;
- E. Firm(s) policy in providing Equal Employment Opportunity; and
- F. Firm(s) approach to provide the best product for CITY.

The attached CITY'S Consultant Selection Rating Form shall be used to rate each firm.

XIV CONSULTANT SELECTION AND INTERVIEWS:

CITY selection committee, consisting of the Contract Administrator and at least two additional staff members familiar with the project requirements, will review all proposals and rank CONSULTANTS according to their demonstrated competence and professional qualifications as assessed by their response to this RFQ and the evaluation criteria contained in the CITY'S Consultant Selection Rating Form. The highest ranked CONSULTANT(s) may be invited for oral interviews with CITY team. Interviews, if deemed necessary by CITY, are tentatively scheduled for late June 2018. Each participating firm will be contacted via telephone for verification of interview date and time. Failure to be available at the time of a scheduled interview shall be considered non-responsive and shall be cause for elimination from any further consideration. CITY reserves the right to begin negotiations and enter into a Contract without interviews or further discussion.

XV COST PROPOSAL:

The cost proposal shall not be submitted until requested by the CITY. Negotiations with the top-ranked candidate(s) may begin immediately. If an agreement cannot be reached within ten (10) working days, CITY may begin negotiations with the next selected candidate(s) and proceed. If necessary, this process will continue until either an agreement is reached or CITY elects to re-advertise for new proposals. CITY reserves the right to reject any and all proposals prior to award of a Contract. All cost proposals not opened shall be returned to their respective firms.

XVI CONTRACTS/AGREEMENTS:

The successful CONSULTANTS shall enter into upcoming Contracts with CITY that are based on the contents of this RFQ, the CONSULTANT's proposal, and CITY Contract. Where two or more CONSULTANTS desire to submit a single proposal (joint venture), only one CONSULTANT shall be listed as prime CONSULTANT. All others shall be listed as subconsultants. The list of chosen on-call CONSULTANTS is expected to be presented at the City Council meeting scheduled for Tuesday, September 20, 2022. Issuance of this RFQ and receipt of proposals does not commit CITY to award a Contract. CITY reserves the right to postpone award of a Contract for its own convenience, accept or reject any or all proposals received in response to this RFQ, negotiate with any CONSULTANT on the chosen on-call list, and cancel any or all portions of this RFQ and resulting Contract. CITY also reserves the right to award individual or groups of projects to different firms at the sole discretion of CITY.

XVII COMPENSATION:

- A. All items of work required for completion of the projects to result from this RFQ shall be paid for following the cost proposal format specified in each task order request. Projects that involve Caltrans approval for any phase of the project must follow LAPM Chapter 10 cost proposal format requirements. Costs for any and all items not specifically listed, but required to complete the work for projects (including all exceptions and deviations stated included in CONSULTANT's proposal), shall be included as part of the total cost proposed. No additional compensation shall be paid for such items. No additional compensation shall be given for any reproduction costs, except those in excess of the requirements stated in this RFQ. Only a change in scope or any significant task addition or increase shall receive consideration for additional compensation.
- B. If the CONSULTANT feels that any work it has been directed to perform is beyond the scope of the Contract and constitutes extra work, it shall notify CITY in writing within ten (10) days. CITY will review such notice and, if justified, authorize additional compensation to the CONSULTANT on a fair and equitable basis.
- C. Monthly progress payments will be made to the CONSULTANT only upon submittal of invoices to CITY. Said invoice shall indicate the percentage completion of each task, as well as the overall percentage completion of the entire project. In addition, an updated schedule showing tasks and their degree of completion shall be provided.

XVIII OWNERSHIP OF REPORTS AND DOCUMENTS:

Originals of all documents, letters, drawings, design calculations, estimates, specifications, and other documents and data produced under the terms of the Contract shall become the property of CITY. CITY shall retain all rights in copyright. Copies may be made and retained by the CONSULTANT for its records, but shall not be furnished to others without the written consent of CITY for a period of three (3) years from the date of acceptance, by CITY, of all requirements of this project.

XIX PROPOSAL FORMAT AND CONTENT:

Proposals shall be brief and include a concise address of the following information:

A. Firm Experience:

1. A brief list of similar projects completed in the last five (5) years, indicate the specific relationship if other than principal and each firm's responsibilities. Descriptions of pertinent experience should include a summary of work performed, adherence to schedules, the duration of each project, and the name, title, and phone number of clients that may be contacted for reference.
2. Other information that might aid CITY in ascertaining proposing firm's qualifications.

B. Consultant Team:

Name of prime consulting firm, subconsultant(s), names of principals, associates, project manager, and key personnel, their proposed level and areas of responsibility, and their qualifications/certifications in those areas. The CONSULTANT's Project Manager and key personnel will be an important factor considered by CITY.

1. Any changes to personnel assigned to this project shall be made in writing to CITY. CITY reserves the right to reject any proposal with modified personnel.
2. If subconsultants are used, names of subconsultant's key personnel for the project, their professional experience, qualifications/certifications, and training, which are applicable to this project, and the scope of services that will be provided by each subconsultant.
3. The office location from which the CONSULTANT(s) shall operate along with telephone and/or cell number of the project manager.

C. Proposal Format:

1. Proposals shall contain no more than twenty (20) pages, excluding cover sheet, table of contents, index sheets, and resumes, double-sided, font size no less than 10 pt., and single or double-spaced. Cover letters will be counted as part of the twenty sheets. The City encourages the use of recycled materials.
2. Proposals should include, but not be limited to, the following:
 - a. Page numbering;
 - b. Table of Contents, if applicable;
 - c. Section dividers with tabs, if applicable;
 - d. Identification of offering firms, including name, address, and telephone number of each firm;
 - e. Prime CONSULTANT organizational chart, which includes subconsultant(s) with names and titles of personnel to be used for this project;
 - f. Acknowledgment of receipt of RFQ addenda, if any;
 - g. Concise, complete response to the technical aspects requested in the "Environmental Consultant Qualifications and Selection Criteria"; and
 - h. Exceptions to or deviations from the requirements of this RFQ, separating technical exceptions from contractual exceptions. Any alternative approach proposed by the CONSULTANT shall be thoroughly explained and shall meet the objectives of CITY.

CITY OF PORTERVILLE
REQUEST FOR QUALIFICATIONS (RFQ) FOR ON-CALL ENVIRONMENTAL SERVICES

The City of Porterville seeks the services of an environmental consultant or consulting firm to provide assistance to City Staff as necessary in the preparation of environmental documents for multiple capital improvement projects and developer-initiated projects. The services to be rendered under this contract would consist of the preparation of Initial Studies, Negative Declarations, Environmental Impact Reports and where appropriate, Categorical Exclusions, Environmental Assessments, and other documents as necessary to comply with state and federal environmental guidelines. It is anticipated that the majority of the work effort would be focused on CEQA compliance. The selected environmental consultant must have a substantial working knowledge of CEQA and NEPA, must possess strong writing and communication skills, and have a flexible schedule that will allow for attendance at meetings as necessary. Although the consultant's work will be reviewed by the Community Development Director or Community Development Manager, the above referenced skills are essential to meeting the objectives of this program.

In addition to the preparation of environmental documents and studies, it is anticipated that the City will have a number of projects requiring on-site biological and/or archaeological monitoring during construction. Other services typically rendered by the selected firm(s) may also be utilized during the course of this agreement.

SCOPE OF ENVIRONMENTAL CONSULTANT SERVICES:

The consultant will respond directly to the Community Development Manager or her designee on a particular project. The selected consultant will perform, but not be limited to the following tasks:

1. Compile background data necessary for the preparation of the appropriate environmental documents.
2. Prepare Initial Study checklists, technical studies, categorical exemptions, negative declarations, mitigated negative declarations, environmental impact reports, environmental assessments, categorical exclusions, and environmental impact statements.
3. Develop timelines and work hour estimates necessary for the preparation of the environmental documents based on specific projects.
4. Identify key factors that need to be evaluated, which may require hiring a specialist in a particular area of analysis (i.e. air quality, noise, etc.). This may be addressed through services normally rendered by the consultant under this contract.

5. Coordinate early consultation and ongoing meetings with City staff and staff at other agencies.
6. Prepare appropriate forms associated with the applicable environmental document such as public hearing notices, notices of determination, negative declarations, notice of completion, etc.
7. Prepare requests for proposals for the preparation of technical studies to be utilized in the preparation of the environmental documents.
8. Provide biological and archaeological and other technical analysis staff or subconsultants for project site monitoring during construction activities in response to project specific mitigation measures.
9. Provide other consulting services as available through the selected firm(s).

DESIRABLE QUALIFICATIONS OF THE CONSULTANT:

The City is seeking a qualified consultant to provide on-call consulting services for the preparation of environmental documents, studies, related notices, and mitigation monitoring for compliance with the applicable environmental regulations and other consulting services. The desired consultant shall have the following qualifications:

1. Extensive experience in the preparation of environmental documents in compliance with CEQA and NEPA.
2. The Consultant's proven ability to expeditiously and accurately produce the required product in a concise and useable format.
3. Knowledge of the City of Porterville development and environmental review process is highly desirable.
4. The consultant must possess strong writing skills and be proficient using Microsoft Word and other standard software programs.
5. Be equipped with qualified biologists available for construction monitoring for project specific mitigation measures, and to provide site-specific project reviews for non-discretionary projects as needed.
6. Provide archaeological services either in-house or through a subconsultant that is listed on the Southern San Joaquin Valley Information List of qualified consultants.

LOCAL AGENCY RESPONSIBILITIES:

The CONSULTANT will report to the CITY's Contract Administrator who reports to the CITY's Public Works Director. The CONSULTANT shall not proceed with any work until the CITY provides the Notice to Proceed to the CONSULTANT.

The CITY's Contract Administrator will directly handle the project management and monitoring of the CONSULTANT's work to ensure it is complete, accurate, and consistent with the terms and conditions of the CONSULTANT contract. The Contract Administrator and designees will also inspect, review, and discuss project progress, comply with Federal, State and Local policies and regulations, and other requirements to further the prosecution of the contract work with the least delay.

The CITY's Contract Administrator shall be responsible for the following:

- Serve as the CITY's primary contact person for the CONSULTANT
- Monitor the CONSULTANT's progress and provide direction
- Review billings and determines whether costs billed are reasonable in relation to the work performed during billing period
- Approve the CONSULTANT's progress payments
- Identify other CITY personnel for CONSULTANT to contact, if needed

All records and documentation produced by the CONSULTANT become property of the CITY.

CONSULTANT SELECTION RATING FORM		Rating Factor Numerical Range & Weighting Based on Importance of Factor	FIRM	FIRM	FIRM	FIRM
Project Name: Project Number:	Date:					
Evaluation Factor			Score	Score	Score	Score
a. Capability to perform all or most aspects of the project.		0-10				
b. Recent experience in projects comparable to the proposed project.		0-10				
c. Firm's reputation for professional integrity and competence.		0-5				
d. Key personnel's professional background and caliber.		0-7				
e. Adequate qualified personnel available for assignment to the project.		0-5				
f. Recent experience in specialized areas of expertise associated with the project.		0-5				
g. Demonstrated ability to meet schedules or deadlines.		0-10				
h. Demonstrated ability to complete projects without having major cost escalations or overruns.		0-7				
i. Qualifications and experience of outside consultants regularly engaged by the consultant under consideration.		0-10				
j. Quality of project previously undertaken.		0-10				
k. Familiarity with and proximity to the geographic location of the project.		0-5				
l. Capability of a branch office, which will do the work to perform independently of the home office, or conversely, its capability to obtain necessary support from the home office.		0-3				
m. Demonstration of an understanding of the project's potential problems and the City's special concerns.		0-5				
n. Degree of interest shown in undertaking the project.		0-3				
o. Evidence that consultant is an equal opportunity employer.		0-2				
p. Proximity of firm's office to project.		0-3				
TOTAL SCORE:						
RANKING:						

SERVICE AGREEMENT

DATE:

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and (*insert name*), hereinafter referred to as "CONSULTANT".

RECITALS: CITY has undertaken a project on which it is seeking assistance from CONSULTANT. Said project which will hereinafter be referred to as "project" is described as follows:

Project Name:

Description of Project: In general, Consultant to provide (*plans and specifications*) (*services*) for the (*proposed project*). Details are summarized in the Scope of Services as Attachment "A".

IN CONSIDERATION OF MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER set forth the parties hereto do contract and agree as follows:

SECTION 1. CONTRACT SERVICES:

CONSULTANT hereby agrees to provide the following services and materials, in a timely manner as described:

SECTION 2. PAYMENT:

In consideration for said services and materials, CITY shall pay CONSULTANT on a time and materials basis (and/or not to exceed _____Dollars, (\$)).

TIME OF PAYMENT: Progress payment requests shall be submitted by the 25th of each month. CONSULTANT should receive payment within 45 days of the date the bill is received.

SECTION 3. COMPLETION DATE:

The services to be performed by CONSULTANT will be commenced upon execution of this agreement and all "work directives" shall be completed by (*date*). In the case of ongoing testing and results protocol, the CONSULTANT shall submit results as required to CITY, State and/or Federal governing agencies.

SECTION 4. FAMILIARITY WITH PROJECT:

CONSULTANT certifies and agrees that it is fully familiar with all of the details of the project required to perform its services. CONSULTANT agrees it will not rely upon any opinions and representations of CITY unless CITY is the only available source of said information.

SECTION 5. INDEPENDENT CONTRACTOR:

It is expressly understood that CONSULTANT is entering into this contract and will provide all services and materials required hereunder as an independent contractor and not as an employee of CITY. CONSULTANT specifically warrants that it will have in full force and effect, valid insurance covering:

- (i) Full liability under worker's compensation laws of the State of California; and
- (ii) Bodily injury and property damage insurance in the amount not less than One Million Dollars (\$1,000,000) per occurrence; and
- (iii) Errors and Omissions insurance of One Million Dollars (\$1,000,000) minimum per occurrence, if deductible for Errors and Omissions insurance is Fifty Thousand Dollars (\$50,000) or more, the City may require a Surety Bond for the deductible; and
- (iv) Automotive liability in the amount not less than One Million Dollars (\$1,000,000) per occurrence; fully protecting CITY, its elected and appointed officers, employees, agents

and assigns, against all claims arising from the negligence of CONSULTANT and any injuries to third parties, including employees of CITY and CONSULTANT. ***To the fullest extent permitted by law***, CONSULTANT agrees to indemnify, defend (at CITY'S election), and hold harmless the CITY against any claims, actions or demands against CITY, and against any damages, liabilities for personal injury or death or for loss or damage to property, or any of them arising out of negligence of CONSULTANT or any of its employees or agents, ***or CONSULTANT'S activities related to the terms and conditions of or implementation of this Agreement.***

SECTION 6. WORKMANSHIP AND MATERIALS:

Every part of the work herein described shall be executed in a professional manner with competent, experienced personnel. Finished or unfinished material prepared under the agreement, prepared by CONSULTANT, shall become property of CITY. CONSULTANT hereby warrants that any materials prepared under this agreement shall be fit for the intended use contemplated by the parties.

SECTION 7. ASSIGNMENT OF CONTRACT:

It is acknowledged by the parties that CITY has entered into this contract with the express understanding that CONSULTANT will perform all work. CONSULTANT shall not, without the written consent of CITY, assign, transfer or sublet any portion or part of this work, nor assign any payments to others.

SECTION 8. AFFIRMATIVE ACTION.

CONSULTANT will not discriminate against any employee, or applicant for employment as required by applicable Federal and State law.

SECTION 9. CONFLICT OF INTEREST CODE:

CONSULTANT agrees to comply with the regulations of CITY'S "Conflict of Interest Code." Said code is in accordance with the requirements of the Political Reform Act of 1974.

CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of service required hereunder. The term "conflict" shall include, as a minimum, the definition of a "conflict of interest" under the California Fair Political Practices Act and the City of Porterville Conflict of Interest Code, as that term is applied to consultants.

SECTION 10. TERMINATION:

Either party for just cause may terminate this contract by giving seven (7) days written notice to the other party. Upon termination by CITY, CITY shall be relieved of any obligation to pay for work not completed including profit and overhead. CONSULTANT may be entitled to just and equitable compensation for satisfactory work completed, except CITY can withhold damages incurred as a result of the termination.

SECTION 11. ENTIRE CONTRACT:

It is understood and agreed that this Service Agreement represents the entire Agreement between the parties. Should it be necessary to institute legal proceedings to enforce any and all of the covenants and conditions of this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs.

SECTION 12. DISPUTES; VENUE:

If either party initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that this Agreement is entered into and is to be performed in Tulare County, California. CONSULTANT hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

IN WITNESS WHEREOF, the parties have executed this Service Agreement on the date and year first above written.

CITY OF PORTERVILLE

CONSULTANT

By_____

By_____

Date_____

Date_____

Scope of Services as Attachment "A"

(Scope of Services shall identify the project specifics as well as duration of the project or the duration of the contract. For example, lab services shall include page identifying charges for specific tests as well as hourly rates for personnel. The scope shall also include any potential/optional extensions of this contract).

EXHIBIT 10-R A &E SAMPLE CONTRACT LANGUAGE

(For Local Assistance Federal-aid Projects)

NOTE TO LOCAL AGENCY - BE SURE THAT YOUR LEGAL STAFF REVIEWS AND APPROVES ALL CONSULTANT CONTRACTS BEFORE EXECUTION. THIS CONTRACT LANGUAGE IS ONLY SUGGESTED LANGUAGE. MODIFY AS RECOMMENDED BY YOUR OWN LEGAL STAFF AND TO FIT YOUR PARTICULAR REQUIREMENTS AND PROJECT.

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ARTICLE I INTRODUCTION

- A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows: _____

Incorporated in the State of _____ (Name of State)

The Project Manager for the "CONSULTANT" will be _____ (Name)

The name of the "LOCAL AGENCY" is as follows: _____

The Contract Administrator for LOCAL AGENCY will be _____ (Name)

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Cost Proposal dated _____ (Date) . The approved CONSULTANT's Cost Proposal is attached hereto (Attachment I) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. CONSULTANT agrees to indemnify and hold harmless LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of CONSULTANT. CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of CONSULTANT.
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- E. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.
- F. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- G. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II STATEMENT OF WORK

(INSERT APPROPRIATE STATEMENT OF WORK INCLUDING A DESCRIPTION OF THE DELIVERABLES)

- A. Consultant Services

Detail based on the services to be furnished should be provided by CONSULTANT. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in consultant contract should be included. Describe acceptance criteria, and if the responsible consultant/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the contract including registration number. Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No

Significant Impact, or the Caltrans District Director signs the Record of Decision [see Chapter 6, “*Environmental Procedures*” in the LAPM, and the *Standard Environmental Reference*].

B. Right of Way

State whether Right of Way requirements are to be determined and shown by CONSULTANT, whether land surveys and computations with metes and bounds descriptions are to be made, and whether Right of Way plots are to be furnished.

C. Surveys

State whether or not the CONSULTANT has the responsibility for performing preliminary or construction surveys.

D. Subsurface Investigations

State specifically whether or not CONSULTANT has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated. Archaeological testing and data recovery guidance can be found in the *Standard Environmental Reference*.

E. Local Agency Obligations

All data applicable to the project and in possession of LOCAL AGENCY or another agency, or government that are to be made available to CONSULTANT are referred to in the contract. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

F. Conferences, Visits to Site, Inspection of Work

The contract provides for conferences as needed, visits to the site, and inspection of the work by representatives of the state, or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings

For contracts requiring the preparation of construction drawings, make provision for checking shop drawings. Payment for checking shop drawings by CONSULTANT may be included in the contract fee, or provision may be made for separate payment.

H. Consultant Services During Construction

The extent, if any of CONSULTANT’s services during the course of construction as material testing, construction surveys, etc., are specified in the contract together with the method of payment for such services.

I. Documentation and Schedules

Contracts where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the contract objectives.

J. Deliverables and Number of Copies

The number of copies of papers or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way plots is specified. Provision may be made for payment for additional copies.

ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

(Choose either Option 1 or Option 2)

(Option 1 - Use paragraphs A & B below for standard contracts)

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

(Option 2 - Use paragraphs A & B below for on-call contracts)

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for LOCAL AGENCY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

ARTICLE IV PERFORMANCE PERIOD (Verbatim)

(A time must be set for beginning and ending the work under the contract. The time allowed for performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the contract. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONSULTANT, they should be identified and incorporated into the contract.)

(Choose either Option 1 or Option 2)

(Option 1 - Use paragraphs A & B below for standard and on-call contracts)

- A. This contract shall go into effect on _____ (Date) , contingent upon approval by LOCAL AGENCY, and
CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on _____ (Date) , unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

(Option 2 - Use paragraph C below in addition to paragraphs A & B above for on-call contracts)

- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS (Verbatim)

(Choose either Option 1, 2, 3, or 4)

(Option 1 - Use paragraphs A through J below for Actual Cost-Plus-Fixed Fee contracts. Use Exhibit 10-H, Example #1 for Cost Proposal Format)

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental

costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

- B. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$ (Amount) . The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:
- (LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)
- H. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$ (Amount) .
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

(Option 2 - For Cost per Unit of Work contracts, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for work specific to your project. Use Exhibit 10-H, Example #3 for Cost Proposal Format)

- A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.
- B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be \$ _____ (Amount) per approved Cost Proposal. This rate shall be for a fully equipped vehicle, with radio and flashing yellow light (if needed), as specified in Article II of this contract.
- The specified rate to be paid for equipment shall be, as listed in Attachment (Insert Attachment Number).
- C. The method of payment for this contract, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY approved overhead rate set forth in the approved Cost Proposal. In the event, LOCAL AGENCY determines that changed work from that specified in the approved Cost Proposal and contract is required; the actual costs reimbursable by LOCAL AGENCY may be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," shall not be exceeded unless authorized by contract amendment.

(Option 3 - Use paragraphs A through P for Specific Rates of Compensation contracts [such as on-call contracts]. Use Exhibit 10-H, Example #2 for Cost Proposal Format)

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's Cost Proposal (Attachment Number). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this contract is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY, and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:
- (NAME OF LOCAL AGENCY/ NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)
- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- N. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this contract shall not exceed \$ (Amount) . It is understood and agreed that there is no guarantee, either expressed or implied

that this dollar amount will be authorized under this contract through Task Orders.

(Option 4 - Use paragraphs A through E below for lump sum contracts. Use Exhibit 10-H, Example #1 for Cost Proposal Format)

- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by LOCAL AGENCY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule

set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.

- C. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(NAME OF LOCAL AGENCY/ NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

- E. The total amount payable by LOCAL AGENCY shall not exceed \$ (Amount) .

ARTICLE VI TERMINATION (Verbatim)

- A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS (Verbatim)

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

ARTICLE VIII RETENTION OF RECORDS/AUDIT (Verbatim)

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of

administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

ARTICLE IX AUDIT REVIEW PROCEDURES (Verbatim)

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

(The following AUDIT CLAUSE must be inserted into all contracts of \$150,000 or greater)

- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

(The following AUDIT CLAUSE must be inserted into all contracts of \$3,500,000 or greater).

- E. CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
 - 1. During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR {e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American

Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I. Provisional rates will be as follows:

- a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
 - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.
 4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING (Verbatim)

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI EQUIPMENT PURCHASE (Verbatim)

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies,

equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES (Verbatim)

(Choose either Option 1 or Option 2)

(Option 1 - For contracts where a portion of the proposed work to be performed are crafts affected by state labor laws, use paragraphs A and B)

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

(Option 2 - Use only paragraph A below when all of the proposed work in the contract is performed by crafts not affected by state labor laws or are not contemplated for use)

- A. The State of California's General Prevailing Wage Rates are not applicable to this contract.

Note: The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts.

ARTICLE XIII CONFLICT OF INTEREST (Verbatim)

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.

- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

(Choose either Option 1 or Option 2 if appropriate)

(Option 1 - Use paragraphs C & D below with paragraphs A & B above for PS&E contracts only)

- C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

(Option 2 - Use paragraphs C, D & E below with paragraphs A & B above for Construction Contract Administration contracts only)

- C. CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.
- D. CONSULTANT further certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT, will bid on any construction subcontracts included within the construction contract. Additionally, CONSULTANT certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.
- E. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION (Verbatim)

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING (Verbatim)

(Include this article in all contracts where federal funding will exceed \$150,000. If less than \$150,000 in federal funds will be expended on the contract; delete this article and re-number the notification article which follows.)

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement,

and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

(For contracts with Federal funding, add paragraphs C & D)

- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of

materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE XVIII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE XIX CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is _____%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LOCAL AGENCY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of

the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within 30 days.

ARTICLE XXI CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXII DISPUTES

(Choose either Option 1 or Option 2)

(Option 1 - Use paragraphs A through C below for all contracts without PS&E submittal)

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

(Option 2 - Replace Paragraph B, above, with the following for contracts requiring the submission of PS&E)

- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

ARTICLE XXIII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XXIV SAFETY

(Use on all contracts regardless of funding source)

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL

AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

(Add to all contracts, which may require trenching of five feet or deeper)

D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

ARTICLE XXV INSURANCE

(Choose either Option 1 or Option 2)

(Option 1 - for Contracts with a scope of services that may require the consultant or subconsultant to work within the operating state or Local Agency Highway Right of Way; where there would be exposure to public traffic or construction operations)

A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.

B. The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to LOCAL AGENCY.
2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.
3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

(Option 2 - For Contracts with a scope of services that will not require the Consultant or subconsultant to work within the operating State or LOCAL AGENCY Highway Right of Way where there would be exposure to public traffic or construction Consultant operations)

CONSULTANT is not required to show evidence of general comprehensive liability insurance.

ARTICLE XXVI OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
(For PS&E contracts add paragraph F, below, to paragraphs A through E, above)
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than LOCAL AGENCY.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXXI RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
(Local agency to include either B, C, or D below; delete the other two)
- B. No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.
- C. No retainage will be held by the Agency from progress payments due the prime consultant. Any retainage held by the prime consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant,

deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

- D. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime consultant based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

(Consultant)

(Name) _____, Project Manager

(Address)

LOCAL AGENCY:

(Local Agency)

(Name) _____, Contract Administrator

(Address)

ARTICLE XXXIII CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

ARTICLE XXXIV SIGNATURES

(Name of Signer)

(Name of Signer)

Date: _____

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)*	_____	_____	\$ _____	\$ _____
(Sr. Civil Engineer)	_____	_____	\$ _____	\$ _____
(Envir. Scientist)	_____	_____	\$ _____	\$ _____
(Inspector)**	_____	_____	\$ _____	\$ _____

LABOR COSTS

a) Subtotal Direct Labor Costs \$ _____

b) Anticipated Salary Increases (see page 2 for calculation) \$ _____

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ _____**INDIRECT COSTS**

d) Fringe Benefits (Rate: _____%) e) Total Fringe Benefits [(c) x (d)] \$ _____

Overhead (Rate: _____%) g) Overhead [(c) x (f)] \$ _____

h) General and Administrative (Rate: _____%) i) Gen & Admin [(c) x (h)] \$ _____

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ _____**FIXED FEE**k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee _____% \$ _____**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	\$
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$

l) **TOTAL OTHER DIRECT COSTS** \$ _____**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: \$ _____

Subconsultant 2: \$ _____

Subconsultant 3: \$ _____

Subconsultant 4: \$ _____

m) **TOTAL SUBCONSULTANTS' COSTS** \$ _____n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] \$ _____**TOTAL COST** [(c) + (j) + (k) + (n)] \$ _____**NOTES:**

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the

consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.

3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	5000	=	\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$257,871.10	
Direct Labor Subtotal before Escalation				=	\$250,000.00	
Estimated total of Direct Labor Salary Increase				=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: _____

Title *:_____

Signature : _____

Date of Certification (mm/dd/yyyy): _____

Email: _____

Phone Number: _____

Address: _____

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

--

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant _____ ☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date _____

For Combined Rate	Fringe Benefit % + General & Administrative %	=	Combined ICR%
OR			
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%
Fee = %			

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
John Doe – Project Manager * Civil Engineer II	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Sue Jones – Construction Engineer/Inspector Engineer I	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Buddy Black – Claims Engineer Engineer III	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Land Surveyor **	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00
Technician	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00

	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00

(Add pages as necessary)

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant _____ ☐ Prime Consultant ☐ Subconsultant

Project No. _____ Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	\$
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$
Vehicle			\$	\$
Subconsultant 1:				\$
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. [Title 23 United States Code Section 112](#) - Letting of Contracts
10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____

Title *: _____

Signature : _____

Date of Certification (mm/dd/yyyy): _____

Email: _____

Phone Number: _____

Address: _____

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

EXHIBIT 10-H3 COST PROPOSAL Page 1 of 2COST PER UNIT OF WORK CONTRACTS
(GEOTECHNICAL AND MATERIAL TESTING)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

Unit/Item of Work:**(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study)****Include as many Items as necessary.**

DIRECT LABOR	Hours	Billing Hourly Rate (\$)	Total (\$)
Professional (Classification)*	_____	_____	_____
Sub-professional/Technical**	_____	_____	_____
EQUIPMENT 1 (with Operator)	_____	_____	_____
EQUIPMENT 2 (with Operator)	_____	_____	_____

Consultant's Other Direct Costs (ODC) – Itemize:

Description of Item	Quantity	Unit	Unit Cost	Total
ODC Example: Travel/Mileage Costs			\$	\$
ODC Example: Mobilization/De-mobilization			\$	\$
ODC Example: Supplies/Consumables			\$	\$
ODC Example: Report			\$	\$
ODC (List more ODCs as applicable)			\$	\$
Subconsultant 1:				\$
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

Note: Attach additional pages if necessary.

TOTAL COST PER UNIT OF WORK

\$ _____

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals. The cost proposal format shall not be amended.
2. Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
3. Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
4. ODC items shall be based on actual costs and supported by historical data and other documentation.
5. ODC items that would be considered "tools of the trade" are not reimbursable.
6. Billing Hourly Rates must be actual, allowable, and reasonable.

EXHIBIT 10-H3 COST PROPOSAL Page 2 of 2**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

13. Generally Accepted Accounting Principles (GAAP)
14. Terms and conditions of the contract
15. [Title 23 United States Code Section 112](#) - Letting of Contracts
16. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
17. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
18. [48 Code of Federal Regulation Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____

Title*: _____

Signature : _____

Date of Certification (mm/dd/yyyy): _____

Email: _____

Phone Number: _____

Address: _____

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of _____%

OR

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - 1. Click on the link in the left menu titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on Access to the DBE Query Form located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the

purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	%
17. Local Agency Contract Number: 18. Federal-Aid Project Number: 19. Proposed Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
20. Local Agency Representative's Signature	21. Date	12. Preparer's Signature	13. Date
22. Local Agency Representative's Name	23. Phone	14. Preparer's Name	15. Phone
24. Local Agency Representative's Title		16. Preparer's Title	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 21. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 23. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 24. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____
8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section		14. TOTAL CLAIMED DBE PARTICIPATION	\$
20. Local Agency Contract Number: 21. Federal-Aid Project Number:			%
22. Contract Execution Date: Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
23. Local Agency Representative's Signature _____ 24. Date _____		15. Preparer's Signature _____ 16. Date _____	
25. Local Agency Representative's Name _____ 26. Phone _____		17. Preparer's Name _____ 18. Phone _____	
27. Local Agency Representative's Title _____		19. Preparer's Title _____	

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.



CITY COUNCIL AGENDA – JULY 19, 2022

SUBJECT: Authorization to Distribute Request for Proposals for Local Early Action Planning South of Tule River Specific Plan Consultant Services

SOURCE: Community Development

COMMENT: The California Department of Housing and Community Development (HCD) released a notice of funding availability (NOFA) for the Local Early Action Planning (LEAP) Grant in the amount of \$250 million for regional and local governments to be used to accelerate housing production in 2020. Of the funding available, \$119 million was earmarked for an over-the-counter grant program similar to that of the State Senate Bill 2 Planning Grant program. The NOFA outlined that the monies are required to be used for eligible activities that demonstrate an increase in housing related planning activities. In accordance with the NOFA, the City of Porterville is eligible to receive up to \$300,000 in LEAP funding.

At its meeting on January 19, 2021, the City Council authorized staff to apply for the LEAP program with the South of Tule River (SoTu) specific plan as the City's project. The project area is located south of the Tule River and between State Route 65 and Westwood Street. The City's application for \$300,000 was approved by the State on June 1, 2021, to complete a specific plan that would facilitate logical development of the project area. Staff has been in conversation with the California Department of Transportation and the Tulare County Association of Governments in regard to transportation improvements in the project area, including the development of bridges across the Tule River at both Newcomb and Prospect Streets, as well as a roundabout to provide a connection to State Route 190 at Newcomb Street. Staff is requesting the Council approve the Request for Proposals to hire consultant services to undertake the drafting of the Land Use and Circulation Elements for the Draft SoTu Specific plan and associated entitlements and environmental review.

RECOMMENDATION: That the City Council authorize the release of the Request for Proposals for the preparation of Circulation and Land Use Elements for the draft South of Tule River (SoTu) Specific Plan located south of the Tule River and between State Route 65 and Westwood Street.

ATTACHMENTS: 1. Draft Request for Proposals

Appropriated/Funded:

Review By:

Department Director:

Jason Ridenour, Community Development Director

Final Approver: John Lollis, City Manager



REQUEST FOR PROPOSALS

South of the Tule River (SoTu) District Specific Plan Preparation Services

A Local Early Action Planning Grant Project

July 2022

PREPARED BY:
CITY OF PORTERVILLE
DEPARTMENT OF COMMUNITY DEVELOPMENT
291 N. MAIN ST
PORTERVILLE, CA 93257

July 2022

INTRODUCTION

The City of Porterville (City) is seeking the services of a qualified full-service planning consulting firm to prepare the Land Use and Circulation Elements of the SoTu (South of the Tule) District Specific Plan and associated environmental documents. Under the Fifth Cycle of the Regional Housing Needs Assessment, the City of Porterville was allocated 3,196 units; as of January 1 of this year, the City still has 2,800 units remaining under the current scheme. At the time of preparation of this Request for Proposals, the Tulare County Association of Governments has not formally concluded the Regional Housing Needs Allocation process for the Sixth Cycle yet; however, the City is expecting an overall allocation of 4064 units. It is expected the City will be allocated between 1,260 to 1,503 affordable units. Presently, the project area is approximately 420 acres of undeveloped agricultural county land with pockets of single-family residences located adjacent to the City's current city limits. The SoTu Specific Plan will be integral in the City's efforts to meet housing production goals in the coming years.

Concurrently with the preparation of the SoTu Draft Specific Plan, the City will also be undertaking a comprehensive update to the Development Ordinance using Regional Early Action Planning Grant funds as well as undergoing a multijurisdictional Housing Element Update. These efforts will have an impact on the Draft Specific Plan that will require coordination with Staff and other consultants.

The area is pre-zoned for low density residential uses with a few acres pre-zoned for commercial centers. The primary goal is to provide the necessary framework to guide development of the area as it transitions from agricultural land to a vibrant, distinct, and multi-modal district of mixed densities and uses that is attractive to residents and visitors to live, work, explore, and shop there.

Located at the base of the Sierra Nevada foothills in Tulare County, the City of Porterville has an approximate population of over 62,000 within 18.77 square miles. Porterville is the quintessential all American community with annual festivities and parades, nationally recognized schools, community fair, historic Downtown, and serves as the gateway to the Giant Sequoias of the Sierra Nevada.

PROJECT BACKGROUND

Due to historic development patterns, the City of Porterville's housing stock is largely made up of detached single-family residences, accounting for nearly 75% of residential units. While the detached, single-family residence is a cornerstone of Porterville's character, rising housing costs, decreasing availability of developable land and housing needs of the community has necessitated the need to plan for higher-density housing. Diversification of the housing stock is needed to satisfy the needs of a wide array of potential residents.

While there is undeveloped land within Porterville's existing city limits, several of the areas are located on the eastern side of the City. These areas contain expansive adobe clay soil that requires cost prohibitive site preparation measures in order to get these sites ready for construction. Additionally, other physical factors affect the growth of the community such



as State Route 190, State Route 65, the Tule River, Porter Slough, the former Santa Fe Railroad, Friant-Kern Canal, Scenic Heights, East Porterville, farm land, Rocky Hill and surrounding slopes. As a result, the City is lacking in flat or gradually sloping land with good soil conditions for construction. The proposed SoTu District's location on the southwestern edge of the City along the Tule River facilitates prime development opportunities due to its gentle slope and loamy soil conditions.

The project area is exclusively defined as the area bounded to the west by Westwood St., SR 65 to the east, SR 190 to the south, and the Tule River to the north. Of the approximately 420 acres contained within the project area, about half are not within the City's Urban Development Boundary and will require a Sphere of Influence Amendment with Tulare County LAFCo in order to complete the entitlements process prior to development.

Proposed South of the Tule District Area				
Parcel	APN	Acreage	Zoning	GPLU
A (Portion)	259-150-001	9.14	RS-1	Parks
B	259-030-031	66.62	RS-1	Parks/Public/Low Density Res.
C	259-270-004	28.67	RS-1	Parks/Public/Retail Center
D	259-030-011	75.84	RS-1/CR/RS-2	Parks/LRD/RC
E	259-040-041	39.34	RS-2	Parks/LRD
F	259-040-044	103.53	RS-2	Parks/LRD
G	259-040-028	1.00	RS-2	LRD
H	259-040-027	1.05	RS-2	LRD
J	259-040-026	1.00	RS-2	LRD
K	259-040-025	1.02	RS-2	LRD
L	259-040-043	1.65	RS-2	LRD
M	259-040-042	1.65	RS-2	LRD
N	259-040-045	25.13	RS-2	LRD
O	259-040-046	1.25	RS-2	LRD
P	259-040-010	0.06	RS-2	LRD
Q	259-040-039	50.94	RS-2	LRD
R	259-320-001	3.55	RS-2	Parks/LRD
S (Portion)	259-370-058	1.01	RS-2	Parks
T (Portion)	259-320-002	9.44	RS-2	Parks/LRD
Total		421.89 acres		

GOALS

The goal is to develop elements of a specific plan to facilitate the development of the SoTu project area as it develops from agricultural and rural residential land into a new district with a mix of residential, commercial, public and open space uses. The Specific Plan would not only provide overarching guidance and broad policy concepts, but also provide



information on type, location, and intensity of uses; define capacity and design for necessary public improvements; and determine the resources necessary to finance and implement infrastructure needed to support the development of the project area. The two most critical components of the Specific Plan that are to be drafted under this program are: 1.) the Circulation Element policies and implementation framework to ensure connectivity (evaluating proposed bridge at Tule River and Newcomb St and proposed roundabout at SR190 and Newcomb St.) and integration into established areas of Porterville while also emphasizing active transportation; and, 2.) the Land Use element for establishment of mixed-use development and a mix of densities residential districts with single family residential to facilitate housing production and feasibility of the district.

The 2030 General Plan currently designates approximately 237 acres as Low Density Residential with no additional residential designations in the project area. This creates the potential to build 991 dwelling units at a maximum density of 6 du/ac. Draft concepts (Attachments A & B) estimate that this area can accommodate approximately over 2,450 housing units at maximum density while balancing the need for commercial areas and ample dedicated public spaces throughout the District. The concepts are for reference, however, there should be an anticipated gain of residential units greater than the current land use designations.

The two critical components of this draft Specific Plan will be the development of the Circulation Element and Land Use Element. The goal of the SoTu Specific Plan is create a document that will facilitate development as it occurs in the project area in a way that is logical and active transportation-focused. As part of this concept, it is encouraged that there should be an emphasis on reducing trips taken by automobile in favor of active transportation options for intra-district trips.

The City will, based on qualifications presented in response to this RFP, select the firm best able to facilitate the development of the two foundational elements of the SoTu District Specific Plan. The successful firm will be innovative and creative in their approach to the development of the project plan and have demonstrated experience with actively engaging disadvantaged communities to build consensus



Summary of Conceptual SoTu Specific Plan		
Residential	Gross Acreage(±)	Units (±)
Low Density (2.5-6 du/acre)	84.40	135 - 371
Medium Density (6-12 du/acre)	44.00	450 - 1,130
High Density (12-24 du/acre)	21.20	1020 - 2,558
Core MU (30 du/acre max)	26.30	608
Subtotal	234	1,517 - 2,458
Park/Open Space		
Parks	109.00	N/A
Public Institutional		
Public	8.60	N/A
Commercial		
Retail Center	91.00	N/A
Neighborhood Commercial	9.30	N/A

SCOPE OF WORK

The Consultant will develop a final work program in conjunction with City Staff, but the scope of work should include the following:

Consultant RFP Duties:

1. Develop a detailed timeline schedule with milestones leading toward the adoption of the draft elements of the Specific Plan. The preferred completion of the project is Fall 2023.
2. Review existing planning documents, confer with staff about current issues, and prepare a memo of options and approaches.
3. Hold consultative meetings with subject area landowners and community after project kickoff meeting with staff.
4. Draft Specific Plan elements:
 - a. Circulation Element:
 - i. Identification of all necessary transportation improvements inside and outside of Specific Plan area that provides sufficient capacity to support proposed land uses, including the connection to proposed bridge over Tule River at Newcomb St. and proposed roundabout at SR190 and Newcomb St.
 - ii. Roadway network plan that provides for alignments of all local, collector, and arterial type roads within Specific Plan area and to surrounding neighborhoods; special attention paid to potential parking areas along peripherals of the District to encourage active transportation options within SoTu and minimize surface lots in core of district.



- iii. Development of Class I multi-modal network plan.
- iv. Opportunities for future transit service and micro-transit options for within Specific Plan area.
- v. Streetscape and Landscape Plan to establish standards and location for landscaped medians, sidewalks, street furniture, and gateway enhancements.
- vi. Develop associated diagrams and maps.
- b. Land Use Element:
 - i. Identification of range of housing units by density and type, streets, parks, open space, and community facilities/public and semi-public uses to be located within the district.
 - ii. Focus on land use designations and encourage Missing Middle Housing and higher density residential development.
 - iii. Location of, and general parameters for, land use, buildings, and facilities, and the estimated range for population density.
 - iv. Public spaces to serve both neighborhood residents and residents of other Porterville neighborhoods.
- 5. Coordinate and complete draft and final California Environmental Quality Act review documents and conduct associated outreach.
- 6. Coordinate general outreach to gain input from the local community; host a minimum of four (4) general community meetings/workshops (two in Spanish and two in English).
- 7. Prepare Draft and Final documents for public hearing process. For review and adoption of the Specific Plan the Consultant should attend four (4) in-person City Council meetings, with a contingency for additional in-person meetings; two of which shall be work sessions with the Council.

Budget / Timeline:

Provide an estimated proposed budget and timeline identifying each task, projected hours for completion, and staffing assignment and hourly rates.

Project Manager: Identify the project manager that will be assigned to the project and be the daily contact for the City.

Deliverables:

- 1. Memo of Options and Approaches
- 2. Draft Circulation and Land Use Elements
- 3. Necessary California Environmental Quality Act review documents.



PROPOSAL REQUIREMENTS

1. To be considered responsive to this Request for Proposal, your submittal should specifically follow the Proposal Outline described in Section 3 below. The body of the proposal, excluding Appendices, should not exceed 50 pages. A letter of transmittal, not to exceed two pages, should be included. As an Appendix, provide full resumes of the Project Team.
2. Five (5) bound copies of the sealed proposals should be submitted no later than 4:00pm PST on August 29, 2022, to:
City of Porterville
291 N Main St.
Porterville CA 93257
ATTN: Jason Ridenour, Community Development Director

In addition to the physical copies, an electronic proposal submission should be made to planning@ci.porterville.ca.us.
3. The proposal shall be concise and shall not include unnecessary promotional material. The proposal shall include the following items and be organized as follows:
 - a. Letter of Transmittal: Describe your firm or team's interest and commitment in providing consulting services for the City of Porterville. An officer of the Consulting firm who is authorized to contractually bind the firm and to negotiate a contract with the City shall sign the letter. Provide name, title, address, email, and telephone number of this officer.
 - b. Table of Contents: Each proposal shall include an index to the major topics contained in the proposal and all pages shall be numbered.
 - c. Work Plan and Approach: Discuss your firm's understanding of the Scope of Work, and with regard to each Scope of Work element, briefly confirm the tasks envisioned to accomplish the element. Describe the method for management of overall project costs, schedule, quality assurance/quality control, and other issues critical to this project.
 - d. Deliverables: Describe the expected deliverables to the City of Porterville.
 - e. Key Personnel Background: Name, position, summary of qualifications, related experience, Spanish language fluency, and proposed responsibilities of project manager and key personnel. Resumes should be attached to the proposal in the appendices.
 - f. Team Experience: Listing of similar projects or efforts completed in the last five years. Include the following information:
 - i. Client name, location of project, point of contact, and contact information
 - ii. Description of project and year of completion
 - iii. Key personnel involved
 - g. References: Provide at least three references (name, company title, address, email, and telephone number).



- [illegible]

CONSULTANT SELECTION CRITERIA

The RFP process will establish a ranking based on how each proposal meets the qualifications of the Scope of Work, which details the specific project and the City's requirements. The proposal shall conform to the Proposal Requirements. It is important that all listed items be included in the proposal. Proposals which do not comply with all the requirements or the proposal deadline may, at the City's sole discretion, not be considered. The City reserves the right, in its sole discretion, to reject any or all proposals, and to negotiate specific requirements and costs using the selected proposal as a basis.

The selected consultant shall be required to enter into the City's standard professional services agreement. All Consultants that respond to the RFP with no comments to the

proposed agreement shall be assumed to have agreed to execute said agreement, without changes, which will be a condition precedent to being retained by the City.

At the conclusion of the evaluation and interview (or if a best-qualified firm is selected without the need for an oral presentation), the City will enter into contract negotiations with the top-ranking firm. If negotiations with the top-ranking firm are unsuccessful, negotiations will terminate and the City will undertake negotiations with the second ranked firm. City Staff will make recommendations to the Porterville City Council, which reserves the right to reject any or all proposals. The selection process will be completed when a contract is executed.

Furthermore, the City reserves the right to reject any or all proposals, and to waive any and all irregularities to choose the firm which, in the City's opinion, best serves the City's interests. The City reserves the right to extend submission due date; to modify, amend, reissue or rewrite this document; and to procure any or all services by other means.

The City will not be liable for any costs incurred by the consulting firms' incidentals to the preparation of proposals or for developing and carrying out interview presentations, if needed. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Qualifications (RFP) and Sealed Fee Proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected. Payment of prevailing wages is not required for work under this RFP.

Proposals will be evaluated on the following criteria, where the highest possible score is 110 points:

- a. Capability to perform all or most aspects of the project: 15 pts.
- b. Recent experience in projects comparable to the proposed project and in specialized areas associated with the project: 20 pts.
- c. Firm's reputation for professional integrity and competence, as well as demonstration and understanding of potential problems and the City's special concerns: 10 pts.
- d. Key personnel's professional background and caliber: 20 pts.
- e. Demonstrated ability to meet schedules or deadlines: 10 pts.
- f. Demonstrated ability to complete projects without having major cost escalations or overruns: 5 pts.
- g. Quality of previously undertaken projects: 15 pts.
- h. Evidence that the consultant is an equal opportunity employer: 5 pts.
- i. Demonstrated experienced working in SB535 Disadvantaged Communities and multicultural communities: 10 pts.

All proposals received in response to this RFP shall become property of the City and become a matter of public record, except for those parts of each proposal which are defined by the consultant as business or trade secrets, provided that the said parts are submitted in a sealed envelope and clearly marked as "confidential" or "proprietary".



Granting of this contract may require disclosure of personal financial interests under the Political Reform Act.

Contract Requirements

The consultant selected shall execute a written contract with the City within thirty (30) calendar days after notice of selection has been awarded. A sample contract agreement is available upon request.

RFP SUBMISSION DEADLINE

Your firm may contact the City to obtain documents, as necessary, to assist in preparing your response to the RFP. Documents available include:

- [Chapter 21](#) of the Porterville Development Ordinance
- 2015-2023 [Adopted Housing Element](#) and Appendices
- [2030 General Plan](#)

RFP SUBMISSION DEADLINE

- All electronic RFP responses must be received by the Community Development Department by 5:00 p.m. on **August XX, 2022**. Responses received after the specified time and date will not be considered.
- Please label email subject line as: Proposal for SoTu Specific Plan.
- Electronic proposals should be directed to Jason Ridenour at planning@ci.porterville.ca.us

CONSULTANT INQUIRIES

For further information or inquiries about this RFP, please contact:

City of Porterville, Community Development Department
Jed Hackett, Assistant Planner
291 N. Main Street
Porterville, CA 93257
559.782.7460
planning@ci.porterville.ca.us

Thank you for your interest in proposing this project.



DRAFT SERVICE AGREEMENT

DATE: {DATE}

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and "_____", hereinafter referred to as "CONSULTANT".

RECITALS: CITY has undertaken a project on which it is seeking assistance from CONSULTANT. Said project which will hereinafter be referred to as "Project" is described as follows:

Project Name: Porterville South of Tule River (SoTu) Specific Plan

DESCRIPTION OF PROJECT: In general, CONSULTANT to provide planning services for the Porterville Development Ordinance update project. Details are summarized in the Scope of Work.

IN CONSIDERATION OF MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER set forth the parties hereto do contract and agree as follows:

SECTION 1. CONTRACT SERVICES:

CONSULTANT hereby agrees to provide the following services and materials, in a timely manner as described in the Scope of Work, Attachment A.

SECTION 2. PAYMENT:

In consideration for said services and materials, CITY shall pay CONSULTANT on a time and materials basis (and/or not to exceed _____ Dollars (\$)).

TIME OF PAYMENT: Progress payment requests shall be submitted by the 25th of each month. CONSULTANT should receive payment within 45 days of the date the bill is received.

SECTION 3. COMPLETION DATE:

The services to be performed by CONSULTANT will be commenced upon execution of this agreement and all "work directives" shall be completed by (date). In the case of ongoing testing and results protocol, the CONSULTANT shall submit results as required to CITY, State and/or Federal governing agencies.

SECTION 4. FAMILIARITY WITH PROJECT:

CONSULTANT certifies and agrees that it is fully familiar with all of the details of the project required to perform its services. CONSULTANT agrees it will not rely upon any opinions and representations of CITY unless CITY is the only available source of said information.

SECTION 5. INDEPENDENT CONTRACTOR:

It is expressly understood that CONSULTANT is entering into this contract and will provide all services and materials required hereunder as an independent contractor and not as an



employee of CITY. CONSULTANT specifically warrants that it will have in full force and effect, valid insurance covering:

(i) Professional Liability Insurance

Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and consultant agrees to maintain continuous coverage through a period of no less than three years after completion of the services required by this agreement.

(ii) General Liability

Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

(iii) Auto Liability

Consultant shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than one million dollars (\$1,000,000) per accident.

(iv) Worker's Compensation

Consultant shall maintain Worker's Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(v) Indemnity for Professional Liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, including the cost to defend and hold harmless City and any of its



officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal consultant's fees and costs but only to the extent the Consultant (and its Sub-Consultants) are responsible for such damages, liabilities, and costs on a comparative basis of fault between the Consultant (and its Sub-Consultants) and the City in the performance of professional services under this agreement.

(vi) Indemnity for Other than Professional Liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including legal Consultant's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

SECTION 6. WORKMANSHIP AND MATERIALS:

Every part of the work herein described shall be executed in a professional manner with competent, experienced personnel. Finished or unfinished material prepared under the agreement, prepared by CONSULTANT, shall become property of CITY. CONSULTANT hereby warrants that any materials prepared under this agreement shall be fit for the intended use contemplated by the parties.

SECTION 7. ASSIGNMENT OF CONTRACT:

It is acknowledged by the parties that CITY has entered into this contract with the express understanding that CONSULTANT will perform all work. CONSULTANT shall not, without the written consent of CITY, assign, transfer or sublet any portion or part of this work, nor assign any payments to others.

SECTION 8. AFFIRMATIVE ACTION:

CONSULTANT will not discriminate against any employee, or applicant for employment as required by applicable Federal and State law.

SECTION 9. CONFLICT OF INTEREST CODE:

CONSULTANT agrees to comply with the regulations of CITY'S "Conflict of Interest Code." Said code is in accordance with the requirements of the Political Reform Act of 1974.

CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of service required



hereunder. The term "conflict" shall include, as a minimum, the definition of a "conflict of interest" under the California Fair Political Practices Act and the City of Porterville Conflict of Interest Code, as that term is applied to consultants.

SECTION 10. TERMINATION:

Either party for just cause may terminate this contract by giving seven (7) days written notice to the other party. Upon termination by CITY, CITY shall be relieved of any obligation to pay for work not completed including profit and overhead. CONSULTANT may be entitled to just and equitable compensation for satisfactory work completed, except CITY can withhold damages incurred as a result of the termination.

SECTION 11. ENTIRE CONTRACT:

It is understood and agreed that this Service Agreement represents the entire Agreement between the parties. Should it be necessary to institute legal proceedings to enforce any and all of the covenants and conditions of this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs.

SECTION 12. DISPUTES; VENUE:

If either party initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that this Agreement is entered into and is to be performed in Tulare County, California. CONSULTANT hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

IN WITNESS WHEREOF, the parties have executed this Service Agreement on the date and year first above written.

CITY OF PORTERVILLE

CONSULTANT

By _____

By _____

Date _____

Date _____





CITY COUNCIL AGENDA – JULY 19, 2022

SUBJECT: Acceptance of Project - Henderson Avenue Reconstruction

SOURCE: Engineering and Project Management

COMMENT: Cal Valley has completed the Henderson Avenue Reconstruction Project from Indiana Street to Jaye Street and Plano Street to Second Street per plans and specifications. The project consisted of extensive underground utility work replacing several water main pipelines, water services, sewer manholes, sewer laterals, storm drain pipeline, manholes, catch basins, fiber optic conduit with boxes and street light conduit boxes. The project also included reconstructing the road base, asphalt paving, installing a new median island with landscaping, traffic signal upgrades and two in-road crosswalk lighting systems.

Staff tracks construction costs of all Capital Improvement Projects and reports project construction expenditures when the project is accepted by City Council. At its meeting on May 5, 2020, Council authorized an expenditure of \$8,386,653 for construction and \$571,817.25 for construction management, quality control and inspection services, for a total expenditure of \$8,958,470.25. The following itemizes the construction related costs in two categories: 1) the construction contract, and 2) a combination of construction management, quality control and inspection services.

1. Final Construction costs are \$8,647,897.75
2. Construction management, quality control and inspection services costs are \$480,665.50

Total project construction costs equate to \$9,128,563.25, which is more than the \$8,958,470.25 overall budget approved by Council at time of award. Final construction costs of \$8,647,897.75 exceeded the authorized amount of \$8,386,653 by \$261,244.75. Construction management, quality control, and inspection services costs of \$480,665.50 were lower than the authorized amount of \$571,817.25 by \$91,151.75. Total construction costs, including all items, exceed the authorized amount by \$170,093.00. After negotiation with the contractor, this overage is less than the anticipated overage of \$610,878.23 that was disclosed to Council at its meeting on February 2, 2021 to inform them of unforeseen circumstances during underground utility work resulting in potential additional work charges that would exceed the authorized expenditure amounts. Additional Local Transportation Funds (LTF) will be needed in order to pay for all required extra work items.

The funding sources for this project are Road Maintenance Rehabilitation

Item No. 9.

Account (SB1)/Special Gas Tax Funds, Water Replacement Fund and LTF/Surface Transportation Program (STP)/Measure I funds.

Cal Valley requests that Council accept the project as complete. Staff reviewed the work and found it acceptable.

RECOMMENDATION: That City Council:

1. Accept the project as complete;
2. Authorize additional funding in the amount of \$170,093.00 from Local Transportation Funds (LTF) to cover unforeseen extra work;
3. Authorize the filing of the Notice of Completion; and
4. Authorize the release of the five percent (5%) retention thirty-five (35) days after recordation, provided no stop notices have been filed.

ATTACHMENTS:

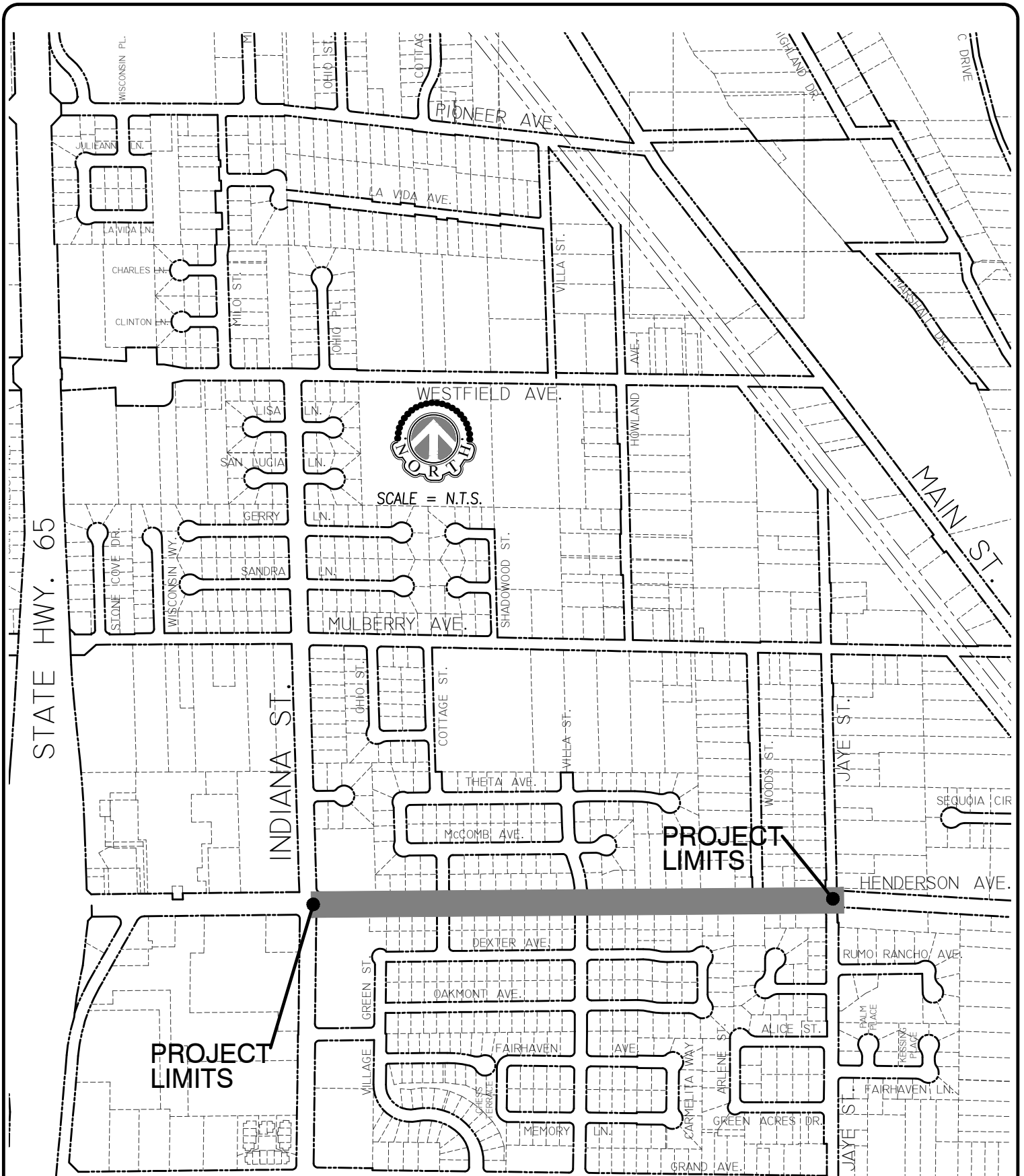
1. Locator Map: Henderson Avenue; Indiana to Jaye Streets
2. Locator Map: Henderson Avenue; Second to Plano Streets

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager



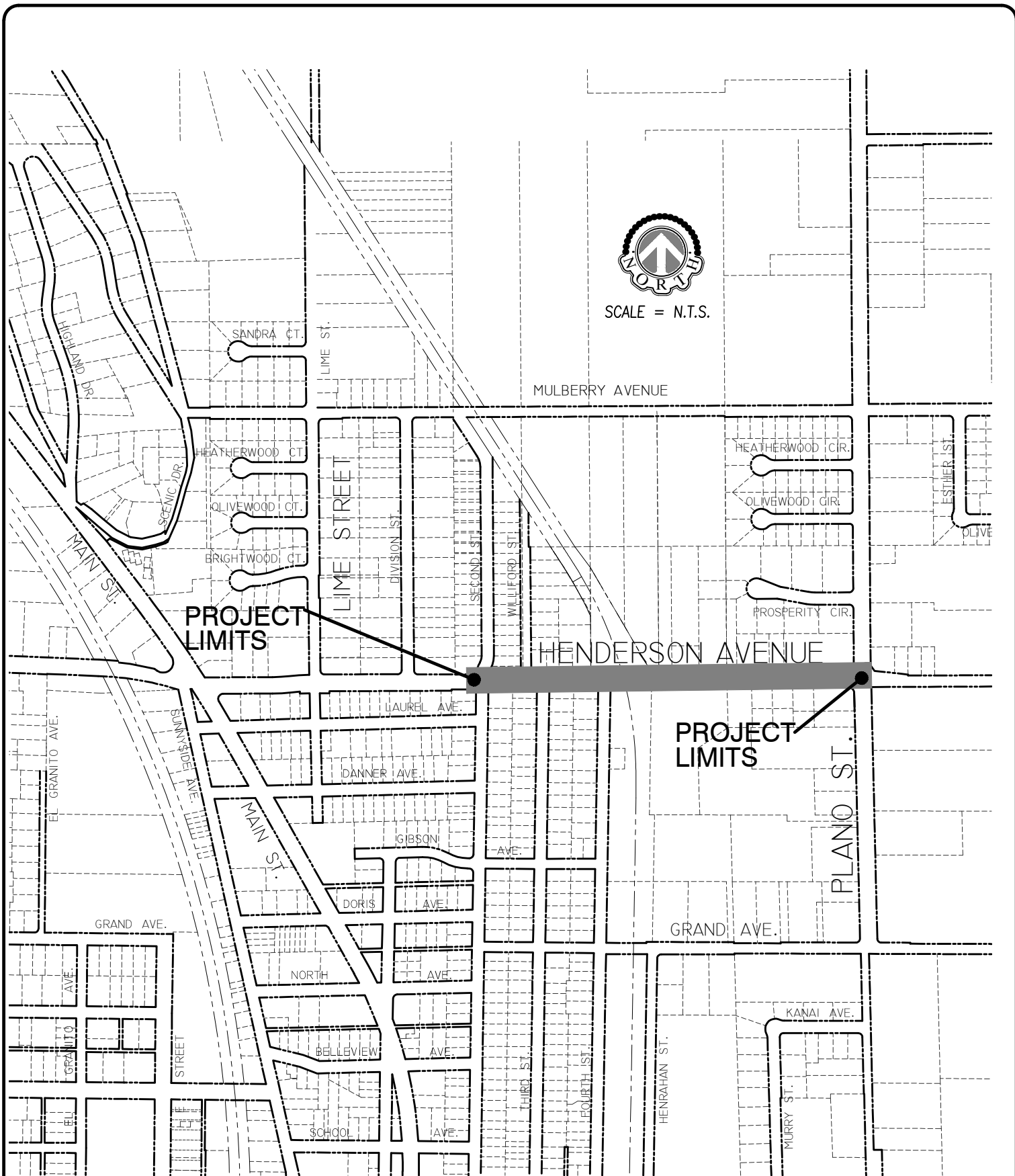
CITY OF PORTERVILLE

ENGINEERING DIVISION

291 NORTH MAIN STREET
PORTERVILLE, CA. 93257
(559) 782-7462

HENDERSON AVENUE REHABILITATION PROJECT

OWNER	-
APN	-
AREA	-
ACRES	-
SCALE	N.T.S.
DATE	-
DRAWN BY	-
CHECKED BY	-



CITY OF PORTERVILLE

ENGINEERING DIVISION

291 NORTH MAIN STREET
PORTERVILLE, CA. 93257
(559) 782-7462

HENDERSON AVENUE RECONSTRUCTION PROJECT

OWNER	-
APN	-
AREA	-
ACRES	-
SCALE	N.T.S.
DATE	-
DRAWN BY	-
CHECKED BY	-



CITY COUNCIL AGENDA – JULY 19, 2022

SUBJECT: Acceptance of Project - Fire Management Office Remodel Project

SOURCE: Engineering and Project Management

COMMENT: TMJ Construction, Inc. has completed the Fire Management Office Remodel Project. The project consisted of the extension and enclosure of the desk area in the north lobby of City Hall creating a closed office space and meeting area. Work was also done to the south wall of the Fire Chief's office to reduce the transfer of sound between offices.

Staff tracks construction costs of all capital improvement projects and reports project construction expenditures when the project is accepted by the City Council. On March 15, 2022, Council authorized an expenditure of \$46,875 for construction, construction management, quality control and inspection services for this project. Funding, in addition to the \$46,875, was also approved to replace the flooring in the entry area near the project; after receiving quotes for the flooring and determining the extensive level of work that was required to replace the flooring, it was determined that it was better to include the flooring work with the future counter remodel project that is currently under design. The following itemizes the construction related costs in two categories; 1) the construction contract, and 2) a combination of construction management and quality control.

- Final construction cost is \$44,332.04

- Construction management, quality control & inspection service costs are \$1,076.54

Total project construction costs equate to \$45,408.58, which is less than the \$46,875 overall budget approved by Council at the time of award. Funding for this project is from the Fire Equipment Replacement Fund and the Facility Deferred Maintenance/Equipment Replacement Designated Fund.

RECOMMENDATION: That City Council:

1. Accept the project as complete;
2. Authorize the filing of the Notice of Completion; and
3. Authorize the immediate release of final payment, provided no stop notices have been filed.

ATTACHMENTS: 1. Locator Map

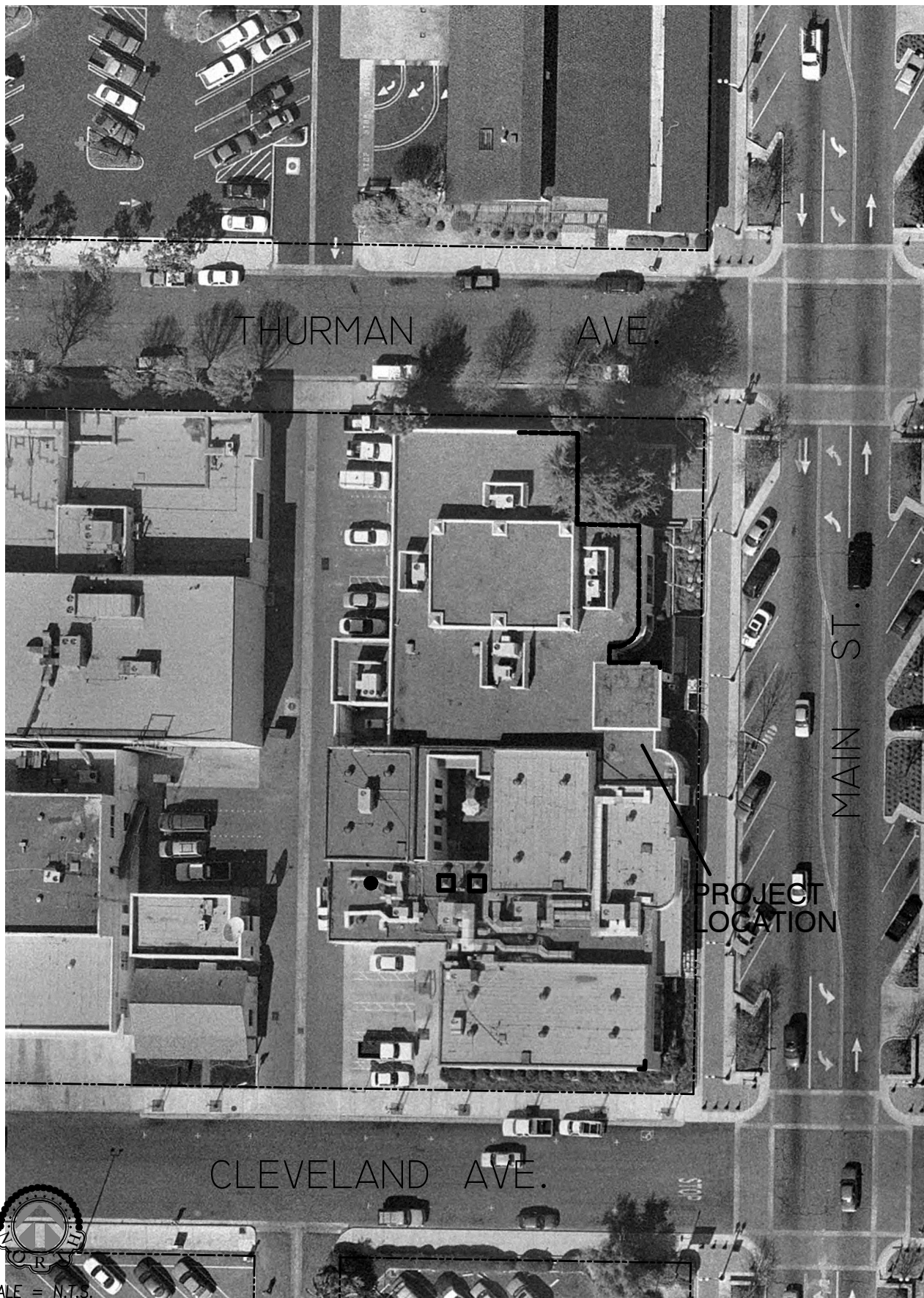
Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager



SCALE = N.T.S.

CITY OF PORTERVILLE

ENGINEERING DIVISION

291 NORTH MAIN STREET
PORTERVILLE, CA. 93257
(559) 782-7462

Fire Management Office Remodel Project

OWNER	-
APN	-
AREA	-
ACRES	-
SCALE	N.T.S.
DATE	-
DRAWN BY	-
CHECKED BY	-



CITY COUNCIL AGENDA – JULY 19, 2022

SUBJECT: Approval of Resolution Authorizing the Filing of Regional Surface Transportation Program Exchange Fund Claim for the Fiscal Year 2021-2022

SOURCE: Finance

COMMENT: Each year, the City receives an apportionment of federal Regional Surface Transportation Program (RSTP) funds in exchange for State Highway Account funds from the Tulare County Association of Governments (TCAG). For Fiscal Year 2021-2022, the amount of RSTP funds available to claim from TCAG is \$688,471.

In order for the City to receive distribution of RSTP funds, TCAG requires a Resolution of the City Council authorizing a specific person to file the claim form. Attached is a draft Resolution authorizing the Finance Director to sign and submit the claim to TCAG for RSTP funds in the amount of \$688,471 for the fiscal year 2021-2022.

RECOMMENDATION: That the City Council authorize and direct the Finance Director to sign and submit the Fiscal Year 2021-2022 Regional Surface Transportation Program Exchange fund claim to the Tulare County Association of Governments on behalf of the City in the amount of \$688,471.

ATTACHMENTS:

1. Draft Resolution
2. RSTP Claim Form FY 2021-2022

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2022

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE AUTHORIZING THE FINANCE DIRECTOR
TO FILE A REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP)
EXCHANGE FUND CLAIM FORM FOR FISCAL YEAR 2021-2022

WHEREAS: The Tulare County Association of Governments (TCAG) and the California Department of Transportation (Caltrans) have entered into a Standard Agreement contract to exchange unobligated balances of federal Regional Surface Transportation Program (RSTP) funds with non-federal State Highway Account funds; and

WHEREAS: Caltrans Division of Programming releases a 5-year ESTIMATE of RSTP Exchange Program apportionments for inclusion in the Federal Transportation Improvement Program (FTIP) Programming document every 2 years to California Metropolitan Planning Organizations (MPOs); and

WHEREAS: TCAG is the designated MPO for Tulare; and

WHEREAS: The Annual RSTP Exchange Program fund apportionment is an ESTIMATE and subject to change during the Fiscal Year 2021-2022 due to many Federal Surface Transportation Bill variables including the annual appropriations act as well as other Congressional actions (i.e., rescissions); and

WHEREAS: The FINAL RSTP Exchange apportionment amount is published at the end of Fiscal Year 2021-2022 and can be different than the ESTIMATE of RSTP Exchange apportionment figure; and

WHEREAS: Annually, Caltrans sends TCAG a Standard Agreement contract that includes an RSTP Exchange Program apportionment figure; and

WHEREAS: TCAG applies a population-based distribution formula using current Department of Finance (DOF) population estimates (January 2022) to the RSTP apportionment to determine the amount of RSTP Exchange funds to be distributed to TCAG member jurisdictions; and

WHEREAS: The ESTIMATE of RSTP Exchange Program fund apportionment amount available to claim in Fiscal Year 2021-2022 for the City of Porterville is \$688,471; and

WHEREAS: Payment of the ESTIMATE of RSTP Exchange fund claim will be subject to all conditions specified in the fully executed standard contract agreement between TCAG and Caltrans, as well as the TCAG RSTP Exchange claim form requirements: Projects to be funded with this claim are only those projects that are defined under Sections 133(b) and 133(c) of Title 23 of the United States Code and Article XIX of the California State Constitution, implemented in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code; and

WHEREAS: If the FINAL RSTP Exchange apportionment figure is higher for Fiscal Year 2021-2022 than the ESTIMATE of RSTP Exchange apportionment figure, Caltrans would have to revise the RSTP Exchange Standard Agreement contract with the higher RSTP figure before TCAG could instruct the Tulare County Auditor-Controller's Office to distribute a greater amount of RSTP Exchange Program funds to member agencies, than identified in this resolution; and

WHEREAS: If the FINAL RSTP Exchange apportionment figure is lower for Fiscal Year 2021-2022 than the ESTIMATE of RSTP Exchange apportionment amount, Caltrans does not have to revise the RSTP Exchange contract with the lower amount before TCAG could recalculate the available RSTP Exchange Program funds using the same population-based formula and then instruct the Tulare County Auditor-Controller's Office to distribute the lower Fiscal Year 2021-2022 FINAL RSTP Exchange Program fund amount to member agencies; and

WHEREAS: The City of Porterville has established special gas tax street improvement fund as a requirement to receive the RSTP Exchange Program funds; and

WHEREAS: It is deemed in the best interest of the City of Porterville to authorize the Finance Director to sign the Fiscal Year 2021-2022 RSTP Exchange Program fund claim form and to submit said claim form to TCAG for processing.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby authorize and direct the Finance Director to sign and submit the above described Fiscal Year 2021-2022 RSTP Exchange Program fund claim on behalf of the City of Porterville in the amount of \$688,471.

PASSED, APPROVED AND ADOPTED this 19th day of July, 2022.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

**Claim to the Tulare County Association of Governments
for Regional Surface Transportation Program (RSTP) Funds in Exchange for
State Highway Account Funds FY2021-2022**

Claimant: **City of Porterville**

FY 2021-2022 Claim Amount: \$688,471

Claim Guidelines:

Projects outlined in the table below to be funded with this claim are only those projects that are defined under Sections 133(b) and 133(c) of Title 23, United States Code and Article XIX of the California State Constitution, implemented in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code.

Claim Instructions:

1. List (print or type) each **INDIVIDUAL** project to be funded with this claim.
2. List the amount of funds to be used for each project.
3. If the project is not a capacity expanding project and is exempt from the air quality conformance analysis check the "Exempt" box. (☒)
4. If the project is a capacity expanding project and the "build" alternative of the air quality conformance analysis has been completed for the project as required check the "Air Quality" box. (☒)

Project	Cost of Project	Air Quality	Exempt
1. Cold mix overlay program	\$ 600,000	☐	X
2. Newcomb at Olive traffic signal	\$ 290,597	☐	X
3.	\$	☐	☐
4.	\$	☐	☐

**Claim to the Tulare County Association of Governments
for Regional Surface Transportation Program (RSTP) Funds in Exchange for
State Highway Account Funds FY 2021-2022**

Claimant: **City of Porterville**

FY 2021-2022 Claim Amount: **\$688,471**

It is understood by **City of Porterville**,₁ (claimant) that payment of this claim is subject to approval by the TCAG Governing Board and must be in accordance with the TCAG and Caltrans Agreement. Said monies (and the interest earned on such monies subsequent to allocation) will be used only for those purposes for which the claim is approved.

The undersigned claimant, by accepting these funds agrees to establish a special account for the purpose of depositing funds received from TCAG pursuant to this agreement:

- a. For cities, within their Special Gas Tax Street Improvement Fund; or
- b. For the county, within their County Road Fund

The undersigned claimant, by accepting these funds, agrees to grant the State of California auditors access to their books and records for the purpose of verifying that funds paid hereunder are properly accounted for and proceeds are expended in accordance with the terms of this agreement. All documents will be available for inspection by authorized Caltrans agents at any time during the project development and for a four-year period from the date of completion of the project, or one year after the audit is completed or waived by Caltrans, whichever is later.

If the undersigned claimant fails to use funds received hereunder in accordance with the terms of the agreement, the claimant agrees to return the exchange funds to TCAG for credit to the special account described above.

Further, the **Finance Director** of the claimant certifies that the financial information contained herein, is reasonable and accurate to the best of his/her knowledge.

Authorized Representative:

Signature

Print Name

Title

Date

Executive Director, TCAG

Print Name



CITY COUNCIL AGENDA – JULY 19, 2022

SUBJECT: Acceptance of the Selective Traffic Enforcement Program (STEP) Grant

SOURCE: Police

COMMENT:

In January 2022, the Porterville Police Department submitted a grant proposal/application to the California Office of Traffic Safety (OTS) requesting funding for personnel costs (overtime) associated with 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.

On June 22, 2022, the Department received notification from OTS that funding in the amount of \$100,000 had been tentatively approved for the City's STEP program contingent upon approval from the National Highway Traffic Safety Administration. The funding will cover personnel costs (overtime) associated with multiple DUI/License check points, special saturation patrols, and targeted enforcement of areas of repeated traffic collisions, and for the purchase of specialized equipment for police units that target individuals speeding in high collision areas.

The proposed grant will fund the STEP program for the period of October 1, 2022, through September 30, 2023.

RECOMMENDATION:

That the City Council:

1. Accept the STEP Grant from the California Office of Traffic Safety in the amount of \$100,000; and
2. Authorize a budget adjustment for the Police Department in the Special Safety Grants Fund for the 2022-2023 Fiscal Year in the amount of \$100,000.

ATTACHMENTS: 1. 2022 OTS Grant Approval

Appropriated/Funded:

Review By:

Department Director:

Jake Castellow, Chief of Police

Final Approver: John Lollis, City Manager

Fw: OTS Tentatively Approved Your Application

Melinda Rios <mrios@ci.porterville.ca.us>

Wed 6/22/2022 3:43 PM

To: Mark Azevedo <mazevedo@ci.porterville.ca.us>; Dominic Barteau <dbarteau@ci.porterville.ca.us>

Melinda Rios

Administrative Assistant
Porterville Police Department
350 North D Street
Porterville CA, 93257
559-782-7402

From: OTS Email <contact@ots.ca.gov>

Sent: Wednesday, June 22, 2022 3:42 PM

To: Melinda Rios <mrios@ci.porterville.ca.us>; Ronald Moore <rmoore@ci.porterville.ca.us>

Subject: OTS Tentatively Approved Your Application

Congratulations! Through a competitive process, the Office of Traffic Safety (OTS) has tentatively approved your application 23-003730 in the amount of \$100,000 with the proposal titled "Selective Traffic Enforcement Program (STEP)." This tentative award is contingent on approval from the National Highway Traffic Safety Administration.

Your OTS Coordinator will contact you to discuss your proposal and explain the grant agreement process. It is our goal to have all new grants start the first of October. If approval from a City Council or the Board of Supervisors is required, you should begin that process now. Do not incur grant reimbursable costs yet, as this is a tentative award.

The OTS will initiate a statewide media news release regarding this year's applications selected for funding. Your agency should not publicly announce this tentative award until the grant agreement is fully negotiated and signed by the OTS.

Again, congratulations on the success of your application.

Sincerely,
Barbara L. Rooney
Director

This e-mail (and attachments, if any) may be subject to the California Public Records Act, and as such may therefore be subject to public disclosure unless otherwise exempt under the Act.



CITY COUNCIL AGENDA – JULY 19, 2022

SUBJECT: Clean California Local Grant Program (State) Restricted Grant Agreement

SOURCE: Engineering and Project Management

COMMENT: The State Department of Transportation has submitted Restricted Grant Agreement CCL-5122-091 and requests that the City execute said agreement. Funds cannot be expended nor reimbursed utilizing this grant until the agreement is executed and approved.

The attached Restricted Grant Agreement is for the remodel and upgrades to the Santa Fe Byway Trail; a Clean California Grant funded project.

RECOMMENDATION: That City Council:

- 1) Approve the restricted grant agreement by adopting a Resolution authorizing the City Manager and the Engineering & Project Management Director to sign the restricted grant agreement; and
- 2) Direct the Engineering & Project Management Director to return the signed restricted grant agreement to the Department of Transportation.

ATTACHMENTS:

1. Draft Resolution
2. Restricted Grant Agreement

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE AUTHORIZING THE EXECUTION OF AGREEMENTS WITH
THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE CITY OF
PORTERVILLE SANTA FE BYWAY PROJECT**

WHEREAS: The City of Porterville is eligible to receive State funding for certain transportation related work through the California Department of Transportation; and

WHEREAS: a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be claimed through the Clean California Local Grant Program; and

WHEREAS: THE City of Porterville wishes to delegate authorization to execute these agreements and any amendments thereto;

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville authorizes the City Manager or the Engineering & Project Management Director to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation.

PASSED, APPROVED AND ADOPTED this 19th day of July, 2022.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

Clean California Local Grant Program (State)
Restricted Grant Agreement

This Restricted Grant Agreement (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the City of Porterville, hereinafter referred to as **AGENCY**, will commence on May 15, 2022, or upon approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of this RGA and before receipt of Notice to Proceed from **CALTRANS**. This RGA shall expire on **December 31, 2024**.

Recitals

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-101-0046T, who will implement the project pursuant to the attached Approved Grant Application and Amendment(s) to Grant Application, Attachment III under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

Now, Therefore, based upon the terms, covenants, and conditions of this RGA, the parties agree as follows:

Section I

AGENCY Agrees:

To timely and satisfactorily complete all Project work described in **Attachment III** ("Project Work") within the project budget and in accordance with the items of this RGA.

Section II

CALTRANS Agrees:

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

Section III

It Is Mutually Agreed:

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-101-0046T, and **AGENCY** will use the funds to only conduct the scope of work identified in this agreement and authorized by Streets and Highway Code section 91.41. The funds subject to this RGA must be identified as available to a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program in **CALTRANS'** budget, and **AGENCY** represents and warrants that it is a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program.

2. Under this restricted grant, funds may be only used for the purposes set forth in this RGA, **AGENCY** Resolution (**Attachment IV**), Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), and the Grant Program Guidelines (**Attachment I**), and the funds may only be used for costs and expenses that are directly related to such purpose.
3. **AGENCY** shall perform all the duties and obligations described in the Santa Fe Byway project, hereinafter "Project", subject to the terms and conditions of this RGA and Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), which are attached hereto as **Attachment III**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above-described Project is attached hereto as **Attachment IV**.
5. **AGENCY** is not requesting an advance payment pursuant to California Streets and Highways Code section 94.41(e) and the parties agree that **AGENCY** must satisfy all of the requirements of California Streets and Highways Code section 94.41(e).
6. All services performed by **AGENCY** pursuant to this RGA shall be subject to and performed in accordance with California Streets and Highways Code §91.41 including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the Grant Program Guidelines (**Attachment I**).

California Government Code Section 14460(a)(1) provides: "The department [**CALTRANS**], and external entities that receive state and federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable state and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department."

7. Project funding is as follows:

Fund Title	Fund Source	Dollar Amount
Clean California Local Grant Funds	State General Fund (0001) Budget Item 2660-130-001 State Program Code 20.30.010.900 FY 2021/22 FY2022/23 ¹	 \$900,456.00 \$2,701,370.00
Cash Local Match	Agency Provided	\$0.00
Value of Third-Party In-Kind Contributions	Agency Provided	\$0.00
Total of other fund sources (not in-kind contributions)	Agency Provided	\$118,420.00
	Total Project Costs	\$3,720,246.00

No in-kind contributions may be made unless the amount and type of the contribution is identified above.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Jie Chen		05/26/2022	\$3,601,826.00
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified

8. This RGA is exempt from the legal review and approval by the Department of General Services, pursuant to Legal Opinions of the Attorney General: 58 Ops. Cal. Atty. Gen. 586 (1975), 63 Ops. Cal. Atty. Gen. 290 (1980), 74 Ops. Cal. Atty. Gen. 10 (1991), and 88 Ops. Cal. Atty. Gen. 56.

9. Notification of Parties

- a. **AGENCY's** Project Manager for Project is Luisa Zavala, (559) 782-7460.
- b. **CALTRANS'** Contract Manager is Neethi Kattherisetty, (559) 840-6026. "Contract Manager" as used herein includes his/her designee.
- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

City of Porterville

Attention: Luisa Zavala, Administrative Analyst
Phone Number: (559) 782-7460
Email: lzavala@ci.porterville.ca.u
Address: 291 N. Main Street, Porterville, CA 93257

California Department of Transportation

District 6, Division of Planning and Local Assistance

Attention: Neethi Kattherisetty, Associate Governmental Program Analyst

Phone Number: (559) 840-6026

Email: neethi.kattherisetty@dot.ca.gov

Address: 1352 W.Olive Avenue; Fresno, CA 93728

10. Period of Performance

- a. Reimbursable work under this RGA shall begin no earlier than on May 15, 2022, following the written approval of **CALTRANS** and **AGENCY's** receipt of the Notice to Proceed letter of this RGA by **CALTRANS**. All reimbursable work shall terminate no later than June 30, 2024. Project closeout and final invoicing to **CALTRANS** must be submitted no later than November 1, 2024. Work incurred after June 30, 2024 will not be reimbursed. Payment shall be forfeit for any and all invoicing submitted to **CALTRANS** after November 1, 2024. Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by **AGENCY** through November 1, 2024 (which, in total, shall not exceed 5% of the grant award).
- b. If requested by the **CALTRANS Contract Manager**, **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed sent by **CALTRANS**.

11. Changes in Terms/Amendments

This Agreement may only be amended or modified by mutual written agreement of the parties.

12. Cost Limitation

- a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **\$3,601,826.00**.
- b. It is agreed and understood that the CCLGP funds are limited to the amount granted. **CALTRANS** will only reimburse the cost of services actually incurred in accordance with the provisions of this RGA and as authorized by the **CALTRANS Contract Manager** at or below that fund limitation established herein.

13. Termination

- a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with PROJECT Work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination. **AGENCY** shall return any unused advance amounts which cannot be supported by eligible expenditure documentation.
- b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all costs that are expressly allowable, pre-authorized in writing, and non-cancellable, up to the date of termination.

- c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for Project costs in accordance with the terms of this RGA. Failure to submit invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs. Costs that are reimbursed and later determined to be ineligible for reimbursement shall be returned by **AGENCY** to **CALTRANS**.

14. Budget Contingency Clause

- a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.
- b. The certification of FY 2022/23 funds will be contingent upon the passage of the FY 2022/23 Budget. Payment for any work performed that is funded by FY 2022/23 will be delayed if the FY 2022/23 Budget is not signed by June 30, 2022. Pursuant to Government Code (GC), Section 926.10, no late payment penalty shall accrue during any time period for which no Budget Act in effect.
- c. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS**, or offer an RGA Amendment to **AGENCY** to reflect reduced amount.

15. Payment and Invoicing

- a. **AGENCY**, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP) and any standards specified by the source of funds, to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.
- b. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**). **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Item 16d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Item 11a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment III** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.

- c. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.
- d. The **AGENCY** indirect cost rate must be approved in writing by the California Department of Transportation Independent Office of Audits and Investigations or federal cognizant agency before any reimbursement payment is made by **CALTRANS** to **AGENCY** for such cost.
- e. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: <https://travelpocketguide.dot.ca.gov/>.
Also see website for summary of travel reimbursement rules.
- f. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly, but no more frequently than monthly, in arrears upon completion of project tasks, milestone and/or deliverables in accordance with the Project Timeline in **Attachment III** to the satisfaction of **CALTRANS** Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to **CALTRANS** Contract Manager, as stated in **Section III–Notification of Parties, Item 8c**.
- g. Invoices shall include the following information:
 - 1) Names of the **AGENCY** personnel performing work
 - 2) Dates and times of Project Work
 - 3) Locations of Project Work
 - 4) Itemized costs as set forth in **Attachment III**, including identification of each employee, contractor or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, subrecipient and subcontractor invoices.
 - 5) **AGENCY** shall submit written progress reports with each set of invoices to allow **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- h. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per Section III–Termination, Item 12.
- i. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.

- j. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date this RGA expires. **AGENCY** has until November 1, 2024 to make final allowable payments to Project contractors or vendors, and submit the Project's Final Report, as defined in Attachment I and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices contractor.
- k. The final invoice will be paid upon submission by **AGENCY** to **CALTRANS** and acceptance by **CALTRANS** of the Final Delivery Report. Complete final delivery reports and invoices must be submitted to **CALTRANS** by November 1, 2024.

16. Local Match Funds

- a. **AGENCY** shall contribute not less than a proportional cash amount toward the services described herein on a monthly or quarterly basis. Notwithstanding the foregoing, to the extent that in-kind contributions are permitted and identified under this RGA, **Section III–Project Funding, Item 6**, the contributions may be counted as cash only when they are actually received by the **AGENCY** and confirmed by **CALTRANS**. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds and in-kind contributions will be made or allowed only for work performed on and after the initial date of this Agreement and on or before June 30, 2024.
- b. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds if any is specified within this RGA or in any Attachment hereto, toward the actual cost of the services described in **Attachment III**. **AGENCY** shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found in the Grant Program Guidelines (**Attachment I**); but **AGENCY** must fully satisfy the local cash and in-kind match amount and percentage identified in **Section III, Paragraph 7** with the final invoice.

17. Quarterly Progress Reporting

- a. **AGENCY** shall submit written quarterly progress reports to the **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

18. Cost Principles

- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, in-kind contributors, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.

- c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.
- d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified estimated indirect cost rate in **Attachment II**, prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>
- e. **AGENCY** agrees and shall require that all its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety **except for section c, above**.

19. Americans with Disabilities Act

By signing this Agreement, **LOCAL AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

20. Iran Contracting Act

Proposed Contractor must complete and submit to **CALTRANS** the Iran Contracting Act Certification certifying that it is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses>), before the Agreement has been executed, unless Contractor is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the proposed Contractor shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the Agreement.

21. Indemnification

- a. Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, its contractors, its subrecipients, or its subcontractors under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of **CALTRANS'** officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, likeness statutes under California Civil Code §§ 3344 and 3344.1, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.

- b. **AGENCY** agrees to fully defend, indemnify, and save harmless **CALTRANS** and all of its officers and employees from any and all claims, lawsuits, or legal actions, including reasonable attorneys' fees and legal costs, relating to intellectual property claims arising from or related to the Project and/or any work procured under this RGA, including but not limited to claims based on (1) U.S. federal or state trademark infringement laws, (2) patent infringement laws (3) 17 U.S.C. §§ 101-810 (the Copyright Act of 1976, as modified), (4) 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA"), (5) 17 U.S.C. § 113, (6) California Civil Code § 987 (the California Art Preservation Act), California Civil Code §989, or (7) any other rights arising under U.S. federal or state laws or under the laws of any other country that conveys rights and protections of the same nature as those conveyed under 17 U.S.C. §106A(a) and California Civil Code §987, including intellectual property claims arising from or related to breach of contract, inverse condemnation, conversion, and/or taking of property.

22. Nondiscrimination Clause (2 CCR 11105 Clause b)

- a. During the performance of this RGA, the **AGENCY**, its contractors, its subrecipients, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.
- c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.
- d. **AGENCY** and its contractors, its sub-recipients, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this RGA.

23. Retention of Records/Audits

- a. **AGENCY**, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- b. **AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors, and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.
- c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7, **AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.
- d. **AGENCY**, its subrecipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.
- e. Additionally, all grants may be subject to a pre-award audit prior to execution of this RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.
- f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

24. Adjudication of Facts in Disputes

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.
- b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of this RGA.

25. INTENTIONALLY DELETED

26. Third-Party Contracts

- a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted to a third party without prior written authorization by the **CALTRANS** Contract Manager unless expressly included (subrecipient identified) in **Attachment III** as Project Work.
- b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY's** laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the applicable provisions of the State Contracting Manual (SCM), Chapter 5, which are not inconsistent with this **Item 23, Third Party Contracts**. The SCM can be found and the following link: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- c. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors, must be submitted to the **CALTRANS** Contract Manager.
- d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors, and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.
- e. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **AGENCY** enters into any non-budgeted sub-agreement. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III– Payment and Invoicing, Item 14(e)(4), above**.

- f. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors, will be allowable as Project costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing, Item 14c, above**.

27. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The person's or organization's policy of maintaining a Drug-Free workplace.
 - 3) Any available counseling, rehabilitation, and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:
 - 1) Will receive a copy of the company's Drug-Free policy statement.
 - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

28. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

29. State-Owned Data

- a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

- 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
- 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
- 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
- 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
- 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
- 6) Notify the **CALTRANS** Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
- 7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

b. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.

c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

30. **CALTRANS'** Use of "Before" and "After" Project Photographs

- a. **AGENCY** acknowledges it provided a "Before" photograph of the Project with the **AGENCY's** application for the Clean California Local Grant Program. **AGENCY** acknowledges and agrees it must provide an "After" photograph of the Project as part of the close out reporting process.
- b. **AGENCY** warrants it is the copyright owner of the "Before" and "After" Project photographs.
- c. Neither the "Before" nor "After" Project photographs shall include the faces of any individuals.
- d. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the "Before" and "After" Project photographs, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- e. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

31. Limited Grant of Rights to **CALTRANS** for Use of Educational Programming ("educational programming") Created or Produced for Project and Visual Art Located Outside of State Right-of-Way ("**Artwork**") Created or Produced for Project

a. Educational programming:

- i. **AGENCY** shall obtain from any and all copyright owner(s) of educational programming a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.
- ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- iii. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.
- iv. To the extent any logos, including trademarks or service marks, belonging to third parties and/or the **AGENCY** are used on educational programming created or produced for Project under this RGA, **AGENCY** agrees to obtain and grant all necessary rights for **CALTRANS** to use and allow agents of **CALTRANS** to use the logos in connection with use of the educational programming for non-commercial purposes or State government purposes. This includes but is not limited to reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

b. **Artwork**:

- i. **AGENCY** shall obtain from the artist(s), or any other copyright owner(s) of **Artwork**, a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this

RGA.

- ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- iii. **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

32. Government Purpose Rights for Inventions

- a. Inventions are any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor and/or subrecipient during the term of this RGA and in performance of any work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of work issued under this RGA.
- b. **CALTRANS** will have Government Purpose Rights to any inventions created as a result of the Project. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. "Government Purpose Rights" also include the right to release or disclose said invention(s) outside **CALTRANS** for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the invention(s) for any State government purpose. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s) for any commercial purpose.

33. Additional Intellectual Property Provisions

- a. To the extent any intellectual property is created or produced for Project under this RGA, and not covered in other provisions of this RGA, **AGENCY** agrees to take reasonable steps to ensure that **CALTRANS** has the rights necessary to allow for use of the intellectual property in a fashion substantially similar to other rights for non-commercial uses and State government purposes described in this RGA.
- b. If additional uses are reasonably determined to be needed by **CALTRANS** for public outreach purposes, **AGENCY** will obtain rights and grant **CALTRANS** and its agents said additional rights for use of the "Before" and "After" Project photos, **Artwork** created or produced for Project under this RGA, and educational programming created or produced for Project under this RGA. The grant will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license.
- c. When requested to so do by **AGENCY**, all reproductions and/or copies by **CALTRANS** of "Before" or "After" Project photographs, educational programming, and **Artwork** shall contain a credit to the Artist/ Copyright owner(s) and a copyright notice in substantially the following form: © [Artist/Copyright owner's name, date of publication]. **AGENCY** bears sole responsibility to

promptly notify **CALTRANS**, in writing, about instances where such accreditation is requested and provide the Artist/ Copyright owner's name and date of publication. **CALTRANS** will make reasonable efforts to affix the copyright notice in a timely manner.

- d. Required disclaimer language for educational programming and **Artwork** created or produced for Project under this RGA.
 - i. Educational programming: **AGENCY** must place a disclaimer statement in a conspicuous manner on the educational programming created or produced for Project under this RGA a disclaimer that states the content of the educational programming does not reflect the official views or policies of **CALTRANS**. The educational programming does not constitute a standard, specification, or regulation.
 - ii. **Artwork**: **AGENCY** must place a disclaimer statement in a conspicuous manner on or in close proximity to the **Artwork** created or produced for Project under this RGA a disclaimer statement that the contents of the artwork do not reflect the official views or policies of **CALTRANS**.
- e. Avoidance of Infringement: In performing work under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.
- f. **Contractors, Subcontractors, and Subrecipients**: Through contract with its sub-recipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's Contractor/Subcontractor/Subrecipient**") providing services under this RGA to conform to the provisions of paragraphs 31-33 of this RGA. In performing services under this RGA, **AGENCY's Contractor/Subcontractor/Subrecipient** shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY's Contractor/Subcontractor/Subrecipient** becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY's Contractor/Subcontractor/Subrecipient** shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify **CALTRANS** in writing.

34. Visual Art Located on California State Right-of-Way

AGENCY agrees if Project involves visual art located on California State right-of-way, Project must be submitted and adhere to **CALTRANS'** most current Transportation Art Proposal process, policies, guidelines, and requirements. Information regarding **CALTRANS'** Transportation Art program can be found at <https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-j-transportation-art>. **AGENCY** bears sole responsibility for ensuring that any Project will be timely submitted through **CALTRANS'** Transportation Art Proposal process, approved, and installed prior to any deadlines as required by this RGA.

- a. **AGENCY** acknowledges that funds provided by **CALTRANS** under this RGA shall not be used for maintenance outside of the project time limits as provided in this RGA.
- b. **AGENCY** acknowledges that the **CALTRANS'** Transportation Art Proposal process requires, among other things, **CALTRANS** ownership of any tangible visual final artwork, an unlimited, irrevocable copyright assignment to **CALTRANS** of the final artwork, and waiver of moral rights under California Civil Code § 987 (the California Art Preservation Act) and 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA") of the final artwork.

- c. **AGENCY** acknowledges that any submittal to the **CALTRANS**' Transportation Art Proposal process includes restrictions on the type of work that can be located on California State right-of-way.

35. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of **CALTRANS**, the State of California, and/or any of their officers, agents and/or employees.

36. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from **CALTRANS** Contract Manager

37. Project Close Out/Closeout Report

- a. **AGENCY** will provide a final close out report to the **CALTRANS** Contract Manager no later than November 1, 2024.
CALTRANS reserves the right to inspect the project location prior to approving the final invoice and closeout report.
- b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt and approval of the final closeout report by the **CALTRANS** Contract Manager.
- c. Payments shall be forfeit if invoices are submitted after November 1, 2024.

38. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by **CALTRANS** must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

39. Prevailing Wages and Labor Code Compliance

AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the **AGENCY**'s work on or for the Project.

40. In the event of any inconsistency between the provisions which constitute this RGA, the following order of precedence shall apply:

- I. This Restricted Grant Agreement (as amended);
- II. The **CALTRANS** Local Grant Program Guidelines;
- III. Approved Indirect Cost Rate (if applicable);
- IV. Approved Grant Application (as amended); and
- V. **AGENCY** Resolution.

41. Survival

AGENCY's representations, the indemnification provisions in paragraph 21, intellectual property provisions in paragraphs 30, 31, 32, and 33, and all other provisions which by their inherent character establish ongoing obligations shall remain in full force and effect, regardless of any expiration and/or termination of this RGA.

42. Sanctions

No agreements under this RGA shall be made with individuals and/or entities that are determined to be a target of sanctions by the State of California while such sanctions are in effect.

Section IV

Attachments:

The following attachments are incorporated into, and are made a part of this RGA by this reference and attached hereto.

- I. Grant Program Guidelines
- II. Approved Indirect Cost Rate (if applicable)
- III. Approved Grant Application and Amendment(s) to Grant Application (if applicable)
- IV. **AGENCY** Resolution

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

CITY OF PORTERVILLE

By: _____

By: _____

Printed Name: _____

Gretchen Chavez

Printed Name: _____

John Lollis

Title: _____

Office Chief
Clean California Local Grant Program
Division of Local Assistance

Title: _____

City Manager

Date: _____

Date: _____

By: _____

Printed Name: _____

Javier Sanchez, Jr.

Title: _____

Engineering & Project Management Director

Date: _____



CITY COUNCIL AGENDA – JULY 19, 2022

SUBJECT: Authorization to Negotiate Contract for Professional Services for Development Ordinance Update

SOURCE: Community Development

COMMENT: On February 27, 2020, the State of California issued a Notice of Funding Availability for the Regional Early Action Planning (REAP) grant program to help regions and jurisdictions with planning activities to meet the sixth cycle of the regional housing needs assessment, and to spur affordable housing production. A total of \$18,975,323 in Regional Early Action Planning (REAP) grant funds are available to the eight San Joaquin Valley Regional Planning Agencies for housing planning activities through 2023. Each regional planning agency is responsible, through their respective boards, to determine funding amounts and policies for Regional Housing Needs Allocation (RHNA) planning, jurisdictional grants, and other related activities.

The Fresno County Council of Governments (FCOG) serves as the fiscal agent and the Tulare County Association of Governments (TCAG), serves as the Regional Planning Agency for Tulare County. TCAG is allocated approximately \$1,613,803 of such grant funds under the REAP MOU and will use \$225,000 of such funds to prepare the RHNA Plan and provide technical assistance and regional planning coordination for the provision of housing. TCAG will suballocate the balance of the REAP Grant to the County of Tulare and to each of the cities within Tulare County (the member agencies) to carry out the purposes of the grant. The City of Porterville will receive approximately \$163,000 as its allocation from TCAG.

On April 5, 2022, the City Council authorized staff to distribute a Request for Proposals (RFP) for consultant urban planning services to undertake a comprehensive update to the Development Ordinance. The RFP was open from April 6 to May 6 and sent to local firms as well as firms across California. The City received two responses from Mintier Harnish/Rincon Consultants and Provost & Pritchard Consulting Group. Both firms were found to have the desired qualifications; however, Provost & Pritchard Consulting Group has proposed a project scope of \$160,000, which is in line with the available funding. Mintier Harnish/Rincon Consultant's proposal of \$297,000 exceeded the available grant funding.

RECOMMENDATION: That the City Council authorize staff to negotiate a contract with Provost & Pritchard Consulting Group to complete the comprehensive Development Ordinance update and authorize the

Community Development Director to execute the contract.

ATTACHMENTS: 1. Development Ordinance Update Request For Proposals

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Community Development Director

Final Approver: Patrice Hildreth, Deputy City Manager



REQUEST FOR PROPOSALS

COMPREHENSIVE DEVELOPMENT ORDINANCE UPDATE

A Regional Early Action Planning Grant Project

Implementation Tasks

PREPARED BY:
CITY OF PORTERVILLE
DEPARTMENT OF COMMUNITY DEVELOPMENT
291 N. MAIN ST
PORTERVILLE, CA 93257

April 2022

OVERVIEW

The City of Porterville (City) is seeking the services of qualified planning consulting firms or individuals to assist with the following implementation tasks included in the scope of the REAP Planning Grant award.

1. Comprehensive update to Chapter 21 (Development Code)
2. Prepare and complete California Environmental Quality Review documents

If your firm is interested and qualified, please email an electronic copy in PDF format of your proposal by **5:00 PM on Friday May 20, 2022** to:

Jason Ridenour
Director of Community Development
planning@ci.porterville.ca.us

If you have any questions about the proposal process or content, please contact Jed Hackett, Assistant Planner at 559.782.7460 or by email at planning@ci.porterville.ca.us

INTRODUCTION & BACKGROUND

The Tulare County Association of is in the process of adopting its 6th Cycle Regional Housing Needs Allocation (2023-2028) and is moving forward with disbursing Regional Early Action Planning Grant funds to local jurisdictions to help prepare localities for the 6th cycle. To this end, the City has applied for and has been awarded Regional Early Action Planning Grant (REAP) Funds to be used for strategies to improve the local process to speed up housing production.

The project is to include a comprehensive update to Chapter 21 (Development Ordinance) of the Municipal Code, with an emphasis on updates to the Housing Policies, Standards and Procedure of the Development Ordinance. This comprehensive update would reduce excessive regulatory standards, eliminate conflicting standards, improve document organization for the development community, help streamline the housing entitlement and permitting process, and ensure adherence with new State laws regarding housing and planning regulations.

SCOPE OF WORK

With assistance from City Staff, the selected Consultant will conduct a public process to update the Development Ordinance for the City of Porterville. The Consultant will develop a final work program in conjunction with City staff, but the scope of work should include the following:

Consultant RFP Duties:

1. Develop a detailed timeline schedule with milestones leading toward the adoption of the Development Ordinance. The preferred completion of the Development Ordinance update is Spring 2023.
2. Review existing Development Ordinance, confer with staff about current issues, and prepare a memo of options and approaches.
3. Prepare a proposed outline laying out the recommended format, content, and organization of the new Development Ordinance.
4. Development Ordinance Update Considerations:
 - a. Reduce excessive regulatory standards
 - b. Eliminate conflicting standards
 - c. Eliminate unnecessary and antiquated sections
 - d. Improve document organization
 - e. Evaluate options for by-right “Missing Middle” housing
 - f. Evaluate options for:
 - i. Expanded conditional and by-right residential development in existing non-residential districts and Downtown districts.
 - ii. Off-street parking requirements changes
 - iii. Establishment of minimum densities in residential districts.
 - g. Review and evaluate residential development standards to promote development.
 - h. Review landscaping standards.
 - i. Review and evaluate increased density bonus which exceeds state statutory requirements by at least 10%
 - j. Update the City’s ADU/JADU ordinance to reflect recent changes in State law
 - k. Evaluate residential standards to streamline process
 - l. Improve organization and formatting for better public understanding and website usability.
5. Coordinate outreach to gain input from local community; will host a minimum of two (2) meetings with the local development community and two (2) general community meetings.
6. Prepare Draft and Final documents for public hearing process. For review and adoption of the new Development Ordinance the Consultant should attend two (two) in-person City Council meetings, with a contingency for additional in-person meetings.

Budget / Timeline:

Provide an estimated proposed budget and timeline identifying each task, projected hours for completion, and staffing assignment and hourly rates.

Project Manager: Identify the project manager that will be assigned to the project and be the daily contact for the City.

Deliverables:

1. Memo of Options and Approaches
2. Development Ordinance Reorganization Outline, with formatting styles and tables
3. Prepare administrative and public review draft Development Ordinance Update (Word.doc and PDF format only)
4. Prepare Final Development Ordinance Update (Word.doc and PDF format only)
5. Prepare necessary California Environmental Quality Act review documents.

RFP SUBMITTAL REQUIREMENTS

Consultants responding to this Request for Proposal must present satisfactory evidence to the City, indicating its ability to meet the Scope of Work outlined above. A qualifying proposal must include the following information:

- Project Title
- Name and contact information of firm
- Firm Qualifications: firm specialization and qualifications; names and qualifications of personnel to be assigned to the project, specifying project manager; list of similar projects and contact information of projects; three (3) client references from recent related projects including contact information and the individual to contact for referral.
- Understanding of Scope of Work and approach to Project: summary of approach proposed; description of the firm's staff and their experience to be used; information to be used/needed for the project.
- Schedule for Completion: Timeframe proposed to complete the project (once a notice to proceed is issued), including turnaround time for production revisions.
- Budget: itemize products, meetings, staff hours, and cost per staff hour for project work, and total proposed budget with incidental costs for mailing, reproduction, etc. included. Itemize a "not-to-exceed," amount for travel reimbursements including fuel, lodging, and meals.
- Fees and insurance: proposed not-to-exceed fees for all work under Project Scope, documentation that firm has required general liability insurance coverage in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate, and include an endorsement with the City of Porterville named an additional insured, and \$2,000,000 professional liability insurance.
- Registration on the Public Purchase site as an official proposal holder.

CONSULTANT SELECTION PROCESS

A Selection Committee will review the proposals, and the most qualified consultants will be invited for an interview with the Committee. Following the interviews, the Committee will select the consultant demonstrating the best qualifications and ideas for this effort, and recommend to the City Council approval of the consultant selection and direct Staff to negotiate an Agreement for professional services.

CONSULTANT SELECTION CRITERIA

The RFP process will establish a ranking based on how each proposal meets the qualifications of the Scope of Work, which details the specific project and the City's requirements. It is important that all listed items be included in the proposal. Proposals which do not comply with all the requirements or the proposal deadline may, at the City's sole discretion, not be considered. The City reserves the right, in its sole discretion, to reject any or all proposals, and to negotiate specific requirements and costs using the selected proposal as a basis.

The selected consultant shall be required to enter into the City's standard professional services agreement. All Consultants that respond to the RFP with no comments to the proposed agreement shall be assumed to have agreed to execute said agreement, without changes, which will be a condition precedent to being retained by the City.

At the conclusion of the evaluation and interview (or if a best-qualified firm is selected without the need for an oral presentation), the City will enter into contract negotiations with the top-ranking firm. If negotiations with the top-ranking firm are unsuccessful, negotiations will terminate and the City will undertake negotiations with the second ranked firm. City staff will make recommendations to the Porterville City Council, which reserves the right to reject any or all proposals. The selection process will be completed when a contract is executed.

Furthermore, the City reserves the right to reject any or all proposals, and to waive any and all irregularities to choose the firm which, in the City's opinion, best serves the City's interests. The City reserves the right to extend submission due date; to modify, amend, reissue or rewrite this document; and to procure any or all services by other means.

The City will not be liable for any costs incurred by the consulting firms' incidentals to the preparation of proposals or for developing and carrying out interview presentations, if needed. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals (RFP) and Sealed Fee Proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected. Payment of prevailing wages is not required for work under this RFP.

Proposals will be evaluated based on the following criteria, where the highest possible score is 110 points.

- Capability to perform all or most aspects of the project: 15 pts.
- Recent experience in projects comparable to the proposed project and in specialized areas associated with the project: 20 pts.

- Firm's reputation for professional integrity and competence, demonstration and understanding of potential problems and the City's special concerns: 10 pts.
- Key personnel's professional background and caliber: 20 pts.
- Demonstrated ability to meet schedules or deadlines: 10 pts.
- Demonstrated ability to complete projects without having major cost escalations or overruns: 5 pts.
- Quality of previously undertaken projects: 15 pts.
- Evidence that the consultant is an equal opportunity employer: 5 pts.
- Demonstrated experienced working in SB535 Disadvantaged Communities and multicultural communities: 10 pts

All proposals received in response to this RFP shall become property of the City and become a matter of public record, except for those parts of each proposal which are defined by the consultant as business or trade secrets, provided that the said parts are submitted in a sealed envelope and clearly marked as "confidential" or "proprietary".

Granting of this contract may require disclosure of personal financial interests under the Political Reform Act.

Contract Requirements

The consultant selected shall execute a written contract with the City within thirty (30) calendar days after notice of selection has been awarded. A sample contract agreement is available upon request.

RFP SUBMISSION DEADLINE

Your firm may contact the City to obtain documents, as necessary, to assist in preparing your response to the RFP. Documents available include:

- [Chapter 21](#) of the Porterville Development Ordinance (.docx files available for selected firm)
- 2015-2023 [Adopted Housing Element](#) and Appendices

RFP SUBMISSION DEADLINE

- All electronic RFP responses must be received by the Community Development Department by 5:00 p.m. on **May 20, 2022**. Responses received after the specified time and date will not be considered.
- Please label email subject line as: Proposal for Comprehensive Development Ordinance Update.
- Electronic proposals should be directed to Jason Ridenour at planning@ci.porterville.ca.us

CONSULTANT INQUIRIES

For further information or inquiries about this RFP, please contact:

City of Porterville, Community Development Department

Jed Hackett, Assistant Planner

291 N. Main Street

Porterville, CA 93257

559.782.7460

planning@ci.porterville.ca.us

Thank you for your interest in proposing this project.

DRAFT SERVICE AGREEMENT

DATE: {DATE}

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and "_____", hereinafter referred to as "CONSULTANT".

RECITALS: CITY has undertaken a project on which it is seeking assistance from CONSULTANT. Said project which will hereinafter be referred to as "Project" is described as follows:

Project Name: Porterville Comprehensive Development Ordinance Update

DESCRIPTION OF PROJECT: In general, CONSULTANT to provide planning services for the Porterville Development Ordinance update project. Details are summarized in the Scope of Work.

IN CONSIDERATION OF MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER set forth the parties hereto do contract and agree as follows:

SECTION 1. CONTRACT SERVICES:

CONSULTANT hereby agrees to provide the following services and materials, in a timely manner as described in the Scope of Work, Attachment A.

SECTION 2. PAYMENT:

In consideration for said services and materials, CITY shall pay CONSULTANT on a time and materials basis (and/or not to exceed _____ Dollars (\$)).

TIME OF PAYMENT: Progress payment requests shall be submitted by the 25th of each month. CONSULTANT should receive payment within 45 days of the date the bill is received.

SECTION 3. COMPLETION DATE:

The services to be performed by CONSULTANT will be commenced upon execution of this agreement and all "work directives" shall be completed by (date}. In the case of ongoing testing and results protocol, the CONSULTANT shall submit results as required to CITY, State and/or Federal governing agencies.

SECTION 4. FAMILIARITY WITH PROJECT:

CONSULTANT certifies and agrees that it is fully familiar with all of the details of the project required to perform its services. CONSULTANT agrees it will not rely upon any opinions and representations of CITY unless CITY is the only available source of said information.

SECTION 5. INDEPENDENT CONTRACTOR:

It is expressly understood that CONSULTANT is entering into this contract and will provide all services and materials required hereunder as an independent contractor and not as an employee of CITY. CONSULTANT specifically warrants that it will have in full force and effect, valid insurance covering:

(i) Professional Liability Insurance

Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and consultant agrees to maintain continuous coverage through a period of no less than three years after completion of the services required by this agreement.

(ii) General Liability

Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

(iii) Auto Liability

Consultant shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than one million dollars (\$1,000,000) per accident.

(iv) Worker's Compensation

Consultant shall maintain Worker's Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(v) Indemnity for Professional Liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, including the cost to defend and hold harmless City and any of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal consultant's fees and costs but only to the extent the Consultant (and its Sub-Consultants) are responsible for such damages, liabilities, and costs on a comparative basis of fault between the Consultant (and its Sub-Consultants) and the City in the performance of professional services under this agreement.

(vi) Indemnity for Other than Professional Liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including legal Consultant's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

SECTION 6. WORKMANSHIP AND MATERIALS:

Every part of the work herein described shall be executed in a professional manner with competent, experienced personnel. Finished or unfinished material prepared under the agreement, prepared by CONSULTANT, shall become property of CITY. CONSULTANT hereby warrants that any materials prepared under this agreement shall be fit for the intended use contemplated by the parties.

SECTION 7. ASSIGNMENT OF CONTRACT:

It is acknowledged by the parties that CITY has entered into this contract with the express understanding that CONSULTANT will perform all work. CONSULTANT shall not, without the written consent of CITY, assign, transfer or sublet any portion or part of this work, nor assign any payments to others.

SECTION 8. AFFIRMATIVE ACTION:

CONSULTANT will not discriminate against any employee, or applicant for employment as required by applicable Federal and State law.

SECTION 9. CONFLICT OF INTEREST CODE:

CONSULTANT agrees to comply with the regulations of CITY'S "Conflict of Interest Code." Said code is in accordance with the requirements of the Political Reform Act of 1974.

CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of service required hereunder. The term "conflict" shall include, as a minimum, the definition of a "conflict of interest" under the California Fair Political Practices Act and the City of Porterville Conflict of Interest Code, as that term is applied to consultants.

SECTION 10. TERMINATION:

Either party for just cause may terminate this contract by giving seven (7) days written notice to the other party. Upon termination by CITY, CITY shall be relieved of any obligation to pay for work not completed including profit and overhead. CONSULTANT may be entitled to just and equitable compensation for satisfactory work completed, except CITY can withhold damages incurred as a result of the termination.

SECTION 11. ENTIRE CONTRACT:

It is understood and agreed that this Service Agreement represents the entire Agreement between the parties. Should it be necessary to institute legal proceedings to enforce any and all of the covenants and conditions of this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs.

SECTION 12. DISPUTES; VENUE:

If either party initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that this Agreement is entered into and is to be performed in Tulare County, California. CONSULTANT hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

IN WITNESS WHEREOF, the parties have executed this Service Agreement on the date and year first above written.

CITY OF PORTERVILLE

CONSULTANT

By _____

By _____

Date _____

Date _____



CITY COUNCIL AGENDA – JULY 19, 2022

SUBJECT: Intent to Set a Public Hearing to Consider the Formation of a Sewer Utility District for Island Annexation Area 457

SOURCE: Engineering and Project Management

COMMENT: Staff respectfully requests that the City Council set a Public Hearing for August 16, 2022, to allow for a "protest hearing" from property owners who live and/or own property within Island Annexation Area 457. Proposition 218 guidelines requires forty-five (45) days marked notice of the Public Hearing. A ballot must be included in the notice for property owners to vote for or against the formation of a sewer utility district. This was accomplished via regular mail service through the United States Postal Service on June 30, 2022. Affected property owners were notified of the Public Hearing, the sewer connection assessment amount, length of time provided on the assessment, reason for the assessment, and a summary on how the voting will function.

A Resolution declaring the Council's intent to create a sewer utility district is attached for Council's consideration. Proposition 218 Guidelines specify that the City Engineer or the Engineering and Project Management Director must prepare and present an Engineer's Report to the Council prior to the Hearing. The Engineer's Report must Provide:

1. A description of the improvements;
2. A cost estimate of the improvements;
3. Maps and/or drawings describing the boundaries of the utility district;
4. Methodology used by the Engineer of Record to equitably spread the cost of the improvements throughout the utility district; and
5. An assessment roll listing all parcels in the district and the proposed assessment against each parcel in the district.

RECOMMENDATION: That the City Council:

1. Set a Public Hearing for August 16, 2022, pursuant to Proposition 218 Guidelines, for consideration to form Sewer Utility District Area 457; and
2. Approve the Engineer's Report for Sewer Utility Area 457.

ATTACHMENTS:

1. Draft Resolution - Intent to Form a Sewer Utility District
2. Engineer's Report
3. Exhibit A - 457 Cost Spreadsheet
4. Exhibit B - Locator Map Area 457
5. Draft Resolution - Accepting the Engineer's Report

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE APPROVING
THE INTENT TO FORM AN
ISLAND ANNEXATION AREA 457
SEWER UTILITY DISTRICT, LEVYING THE ASSESSMENT**

WHEREAS: Island Annexation Area 457, were large areas annexed into the city in 2015;
and

WHEREAS: the parcels in these area's utilize individual septic tanks that are failing; and

WHEREAS: the City Council of the City of Porterville unanimously approved the design of the Island Annexation Area 457 Project contingent upon the establishment of the Island Annexation Area 457 Sewer Utility District; and

WHEREAS: in accordance with California Streets and Highways Code Section 10000 et seq. and other applicable laws, the property owners were provided with Notice of the Public Hearing and assessment ballot proceeding; and

WHEREAS: it is the intent of the City Council to hold a Public Hearing to receive comment from the public, accept and tabulate ballots; and

WHEREAS: the property owners within the proposed District will be given the opportunity to cast ballots at the end of the Public Hearing to be held on August 16, 2022, and approve the imposition of the assessment and the formation of the District;

NOW, THEREFORE, BE IT RESOLVED: That it is the intention of the City Council of the City of Porterville to:

1. Approve the formation of the Island Annexation Area 457 Sewer Utility District establishing an assessment to pay for the installation of new sewer mains and laterals. A diagram of the District setting forth the boundaries and parcels located within the District is attached hereto as Exhibit 'A';
2. Authorize the levying of the assessment as set forth in Exhibit 'B';
3. Authorize the City to permit property owners to pay the total one-time assessment on a bi-yearly basis through property taxes over a period of 30 years, with 3% interest. This cost shall be as set forth in Exhibit 'B'.

PASSED, APPROVED and ADOPTED this 19th day of July, 2022.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

CITY OF PORTERVILLE
ENGINEER'S REPORT FOR ISLAND ANNEXATION
AREA 457 SEWER PROJECT

SECTION 1. Authority for Report

This report is prepared by order of the City Council of the City of Porterville Resolution No. _____ . **This assessment is authorized pursuant to the Municipal Improvement Act of 1913 (California Streets and Highways Code Section 10000 et seq.) and California Constitution Article XIID, Section 4.** The report is in compliance with the requirements **of California Streets and Highways Code Section 10204.**

SECTION 2. General Description

The City Council has elected to finance the Island Annexation Area 457 Sewer Utility District (hereinafter referred to as "District") which includes the installation of approximately 6,101 lineal feet (1.15 miles) of 6" and 8" diameter sewer mains, 120 sewer laterals and 14 manholes.

The City Council has determined that the new sewer system will have a positive effect upon all parcels within the proposed boundaries of the "District". Proposed sewer laterals will be provided on both sides of the streets to all parcels located within the district. The installed sewer system will be maintained and operated by the City of Porterville.

SECTION 3. Plans and Specifications

The plans and specifications for the "District" were prepared by the City of Porterville's Engineering and Project Management Department, Engineering Division and are in conformance with City Standards and Specifications. The sewer mains, laterals and

manholes are shown on the plans approved by the City Council on June 1, 2021. The total length of 6" & 8" sewer mains to be maintained is 6,101 L.F. **The plans and specifications for the project are on file with the Engineering & Project Management Department of the City and are hereby incorporated by reference.**

SECTION 4. Improvements

Improvements to be constructed include:

6,101 lineal feet of 6" & 8" sewer mains, 120 sewer laterals and 14 manholes, and other sewer related appurtenances.

SECTION 5. Estimated Costs

The initial construction cost will be borne by the City through a loan from re-financed Certificate of Participation Bond sewer funds. Payment on the loan will be made by a "one-time" assessment on the properties within the district receiving sewer facilities and paid annually over thirty (30) years at 3% interest by agreement between the City of Porterville and the Property Owner. A "District" map will be filed for record purposes upon voter approval of the "District" and installation of the improvements. The assessments are appropriate and will be used to pay the loan for construction and construction management of the Island Annexation Area 457 Sewer Project. District assessments will begin in the 2023-2024 Fiscal Year and will end in the 2053/2054 Fiscal Year. Assessments are based on the cost of construction and includes all or a portion of a 10% Construction Contingency and a Construction Management fee component. The "Cost of Construction" is shown in Exhibit "A" attached herein.

SECTION 6. Assessment Legal Description & Boundary Map

A legal description and copy of the proposed assessment Boundary Map titled "Island Annexation Area 457 Sewer Utility District", referenced as Exhibit "B," is attached herein for review.

SECTION 7. Assessment

The initial cost of constructing improvements will be borne by the City of Porterville.

The improvements are established for the benefit of all properties within the proposed Island Annexation Area 457 Sewer Utility District. The maintenance of the improvements (sewer mains and manholes) shall be performed by the City in perpetuity. The City Council of Porterville has determined that in order to pay for the construction of the 6" and 8" sewer main and related appurtenances, those properties in Exhibit 'A', should form a sewer utility district and that said district pay a semi-annual fee incorporated into the County's tax roll to cover the cost of construction and construction management of the Island Annexation Area 457 Sewer Project.

The determination of benefits takes into consideration the following facts:

1. The purpose of the improvements is to provide a reliable, consistent and safe method of sewer disposal.
2. A safe and reliable sewer system benefits all properties within the "District".
3. The parcels (lots) not adjacent to the newly installed 6" and 8" sewer mains shall have the opportunity to connect to a sewer lateral located at or near the Public Right-of-Way and extend private sewer laterals to those parcels (lots) in question.

Exhibit "A", attached herein provides the following information:

Column 1 - Identifies the Property Number of the parcel located within the "District".

Column 2 – Identifies the street address of the parcel within the "District".

Column 3 & 4 - Identifies the Property Owner of the parcel within the "District" based on latest Tulare County Tax Roll.

Column 5 – Identifies the parcel within the "District" by County Assessor Number.

Column 6 – Identifies the parcel within the "District" by square footage.

Column 7 – Identifies the parcel within the "District" based on acreage.

Column 8 – Identifies the acreage fee per acre for each lot within the "District" based on actual construction cost. This cost includes a 10% "Construction Contingency"

Column 9 – Identifies "Acreage" fee per lot based on the construction cost (Col. 6 x Col. 7) with the 10% construction contingency included.

Column 10 – Identifies Sewer Lateral cost per lot within the "District" based on actual construction cost plus a 10% construction contingency.

Column 11 – Identifies Construction Management cost per lot within the "District" based on 10% of the construction cost.

Column 12 – Identifies the Total Connection Fee per lot within the "District"

Column 13 – Identifies Plumbing Permit fee per lot within the "District". This fee will not be assessed and must be paid by the property owner prior to connecting to the City sewer system.

NOTE: Column 12 identifies the actual assessment per parcel (lot) based on construction and construction management costs and is the sum of Columns 9, 10 & 11. This fee (construction cost or the lower Exhibit 'H' Connection Fee plus

lateral cost) is the amount to be assessed each parcel over the life of the Island Annexation Area 457 Utility District loan.

The “Assessed Cost” per “typical” parcel is calculated as follows:

Column 8 = Construction bid + 10% contingency / Total Acreage within “District” x

Individual Parcel Size = (\$1,428,752.00 x 1.1)/65.1 Ac. = **\$24,141.74**

Note: The “construction bid” does not include the sewer lateral costs.

Column 9 = Cost of 4” sewer lateral per parcel = \$3,151.95 x 1.1 = **\$3,467.14**

Cost of 6” sewer lateral per parcel = \$4,498 x 1.1 = **\$4,947.80**

Note: Sewer lateral costs are specific to each property. The calculation above is representative of the methodology used in determining the cost associated to each parcel.

Column 11 = Construction Management Cost = (\$1,797,530 x 10%) / 113 Serviceable Lots = **\$1,590.73 per lot.**

Note: The 10% is calculated based on the total cost of construction including the cost to install sewer laterals.

Column 12 = Total Assessment for average Parcel/Lot in District = Col 9 + Col. 10 + Col. 11 = **\$18,797.88**

Semi-Annual Payment Calculated As Follows:

$$A = P(i/12) [(1+i/12)^n / (1+i/12)^n - 1]$$

Where:

A = Semi-Annual Assessment (payment) per Residential Unit

P = Per Residential Unit Cost for Construction, Construction Management & Sewer

Lateral Cost = **\$18,797.88**

i = Interest (3%) compounded semi-annually = $.03/2 = .015$

n = Number of payments over 30 years = 60

Per Residential Unit Assessment Calculated as follows:

$A = \$18,797.88 \times .015 \times [(1.015)^{60} / ((1.015)^{60} - 1)] = \954.68 per year



Daniel Cervantez, P.E.
City Engineer
City of Porterville

Engineer of Record

Annexation Area:	457
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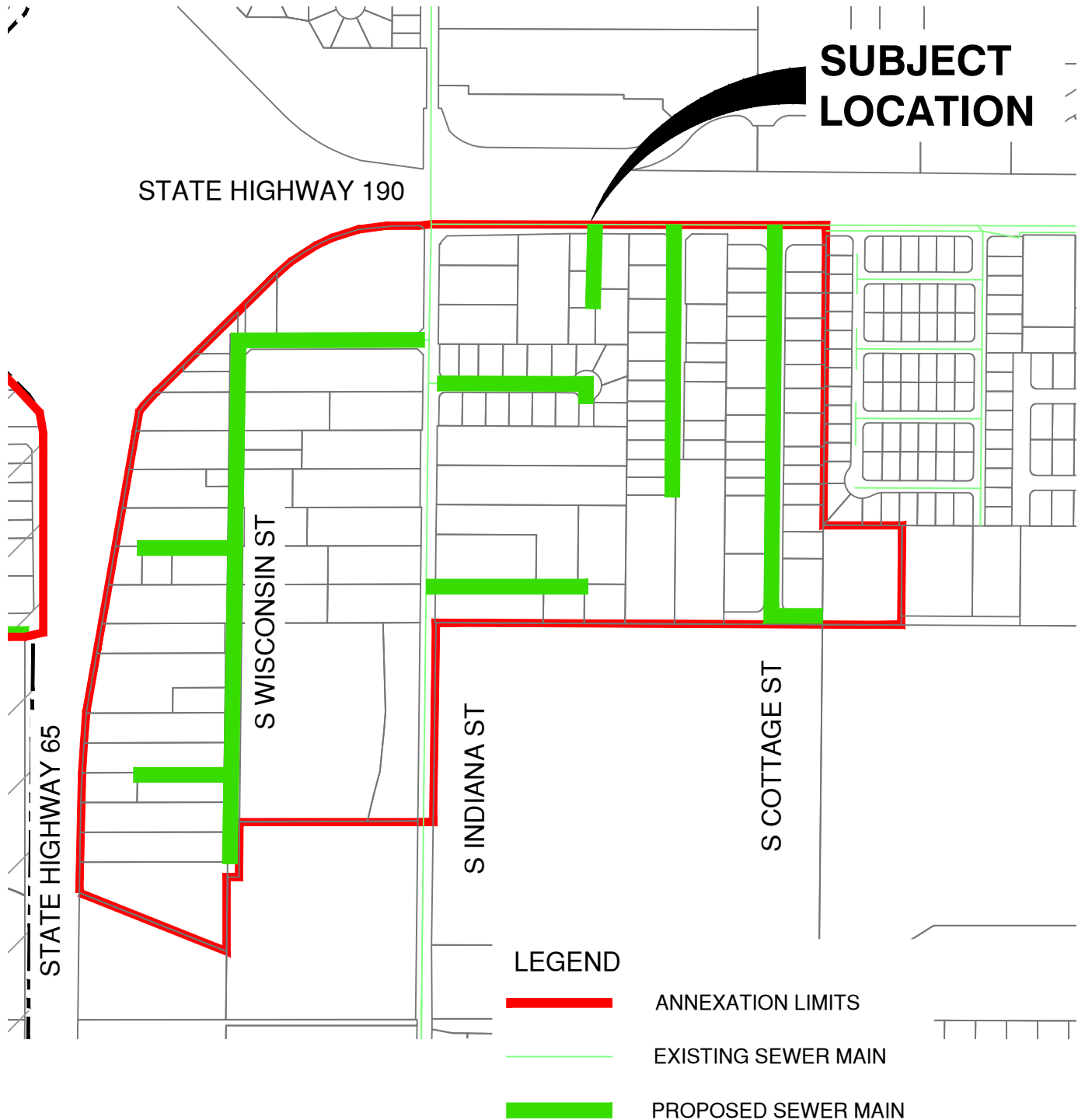
Construction Bid	\$1,977,283
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1	2	3	4	5	6	7	8	9	10	11	12	13	
Property No.	Property Address	Owner Last	Owner First	Assessor Parcel No.	Lot Area (SF)	Number of Laterals	Lot Area (AC)	Acreage Fee/Acre	Acreage Fee	Sewer Lateral Cost	Construction Management Cost	Total Connection Fees	Plumbing Permit (Not Assessed)
1	1119 S WISCONSIN ST	CERTUCHE	DANIEL	268-100-002	97138.8	1	2.23	\$ 24,141.74	\$ 53,836.08	\$ 3,687.78	\$ 1,590.73	\$ 59,114.59	\$ 80.00
2	1109 S WISCONSIN ST	ALVARADO	RUBEN & FABIOLA PALOMARES	268-100-003	47480.4	1	1.09	\$ 24,141.74	\$ 26,314.50	\$ 3,687.78	\$ 1,590.73	\$ 31,593.01	\$ 80.00
3	1095 S WISCONSIN ST	REGALADO	BERTHA	268-090-002	46173.6	1	1.06	\$ 24,141.74	\$ 25,590.24	\$ 3,687.78	\$ 1,590.73	\$ 30,868.75	\$ 80.00
4	*NO SITE ADDRESS	LOYA	MARCOS & MARTHA	268-090-001	18295.2	1	0.42	\$ 24,141.74	\$ 10,139.53	\$ 3,687.78	\$ 1,590.73	\$ 15,418.04	\$ 80.00
5	1085 S WISCONSIN ST	LOYA	MARCOS & MARTHA	268-090-003	29185.2	1	0.67	\$ 24,141.74	\$ 16,174.97	\$ 3,687.78	\$ 1,590.73	\$ 21,453.48	\$ 80.00
6	1075 S WISCONSIN ST	WILLAMS	PATROCINIO & GLENDA KELLERHALLS	268-090-004	47044.8	1	1.08	\$ 24,141.74	\$ 26,073.08	\$ 3,687.78	\$ 1,590.73	\$ 31,351.59	\$ 80.00
7	1047 S WISCONSIN ST	TUCKER	LAURA	268-090-005	45302.4	1	1.04	\$ 24,141.74	\$ 25,107.41	\$ 3,687.78	\$ 1,590.73	\$ 30,385.92	\$ 80.00
8	1037 S WISCONSIN ST	MONTES	BENJAMIN & ALTAGRACIA LOPEZ	268-090-010	14810.4	1	0.34	\$ 24,141.74	\$ 8,208.19	\$ 3,687.78	\$ 1,590.73	\$ 13,486.70	\$ 80.00
9	1023 S WISCONSIN ST	RIVERA	LEOPOLDO	268-090-011	74052	1	1.7	\$ 24,141.74	\$ 41,040.96	\$ 3,687.78	\$ 1,590.73	\$ 46,319.47	\$ 80.00
10	1013 S WISCONSIN ST	CASTRO-MOLINA	GILBERTO	268-090-007	43124.4	1	0.99	\$ 24,141.74	\$ 23,900.32	\$ 3,687.78	\$ 1,590.73	\$ 29,178.83	\$ 80.00
11	1099 S INDIANA ST	DENNIS	ALMA	268-090-012	80586	2	1.85	\$ 24,141.74	\$ 44,662.22	\$ 9,895.60	\$ 1,590.73	\$ 56,148.55	\$ 80.00
12	1003 S WISCONSIN ST	ESCOBAR	ALFONSO C & SILVIA H	268-080-026	52272	1	1.2	\$ 24,141.74	\$ 28,970.09	\$ 3,687.78	\$ 1,590.73	\$ 34,248.60	\$ 80.00
13	969 S WISCONSIN ST	MENDOZA	GUILLERMINA R	268-080-027	13068	1	0.3	\$ 24,141.74	\$ 7,242.52	\$ 3,687.78	\$ 1,590.73	\$ 12,521.03	\$ 80.00
14	971 S WISCONSIN ST	LOPEZ	DELFINA	268-080-018	12632.4	1	0.29	\$ 24,141.74	\$ 7,001.10	\$ 3,687.78	\$ 1,590.73	\$ 12,279.61	\$ 80.00
15	965 S WISCONSIN ST	MENDOZA	GUILLERMINA R	268-080-019	23522.4	1	0.54	\$ 24,141.74	\$ 13,036.54	\$ 3,687.78	\$ 1,590.73	\$ 18,315.05	\$ 80.00
16	955 S WISCONSIN ST	ZEPEDA	ROSARIO	268-080-030	47044.8	1	1.08	\$ 24,141.74	\$ 26,073.08	\$ 3,687.78	\$ 1,590.73	\$ 31,351.59	\$ 80.00
17	937 S WISCONSIN ST	DE JESUS	OSCAR	268-080-024	38768.4	1	0.89	\$ 24,141.74	\$ 21,486.15	\$ 3,687.78	\$ 1,590.73	\$ 26,764.66	\$ 80.00
18	927 S WISCONSIN ST	HERNANDEZ	MARTHA OFELIA	268-080-003	4356	1	0.1	\$ 24,141.74	\$ 2,414.17	\$ 3,687.78	\$ 1,590.73	\$ 7,692.68	\$ 80.00
19	905 S WISCONSIN ST	CISNEROS	FEDERICO RAMOS	268-080-029	41382	1	0.95	\$ 24,141.74	\$ 22,934.65	\$ 3,687.78	\$ 1,590.73	\$ 28,213.16	\$ 80.00
20	984 S WISCONSIN ST	JONES	DONALD W & INA L	268-080-010	35719.2	1	0.82	\$ 24,141.74	\$ 19,796.23	\$ 3,687.78	\$ 1,590.73	\$ 25,074.74	\$ 80.00
21	976 S WISCONSIN ST	UNDERWOOD	THELMA	268-080-011	36590.4	1	0.84	\$ 24,141.74	\$ 20,279.06	\$ 3,687.78	\$ 1,590.73	\$ 25,557.57	\$ 80.00
22	950 S WISCONSIN ST	DE RAMOS	ANTONIO ESPINOZA & MARIA	268-080-031	27007.2	1	0.62	\$ 24,141.74	\$ 14,967.88	\$ 3,687.78	\$ 1,590.73	\$ 20,246.39	\$ 80.00
23	926 S WISCONSIN ST	TAPIA	FRANCISCO	268-080-004	20473.2	1	0.47	\$ 24,141.74	\$ 11,346.62	\$ 3,687.78	\$ 1,590.73	\$ 16,625.13	\$ 80.00
24	914 S WISCONSIN ST	HERRERA	FLORA & MARIA	268-080-021	12632.4	1	0.29	\$ 24,141.74	\$ 7,001.10	\$ 3,687.78	\$ 1,590.73	\$ 12,279.61	\$ 80.00
25	906 S WISCONSIN ST	DAY	NOBLE L SR	268-080-020	12632.4	1	0.29	\$ 24,141.74	\$ 7,001.10	\$ 3,687.78	\$ 1,590.73	\$ 12,279.61	\$ 80.00
26	997 S INDIANA ST	ANGELA DENNIS & ERIC DENNIS SPECIAL NEEDS TRUST		268-080-009	38768.4	1	0.89	\$ 24,141.74	\$ 21,486.15	\$ 4,947.80	\$ 1,590.73	\$ 28,024.68	\$ 80.00
27	937 S INDIANA ST	SIERRA	ASUNCION R & JULIA RAMOS	268-080-006	53578.8	1	1.23	\$ 24,141.74	\$ 29,694.34	\$ 4,104.16	\$ 1,590.73	\$ 35,389.23	\$ 80.00
28	911 S INDIANA ST	LIRA	MARIA FLORA IBARRA	268-080-016	50529.6	1	1.16	\$ 24,141.74	\$ 28,004.42	\$ 3,687.78	\$ 1,590.73	\$ 33,282.93	\$ 80.00
29	895 S WISCONSIN ST	MONTES	EFRAIN & MARIBEL MORALES	268-070-010	36590.4	1	0.84	\$ 24,141.74	\$ 20,279.06	\$ 3,687.78	\$ 1,590.73	\$ 25,557.57	\$ 80.00
30	875 S WISCONSIN ST	LOWE	KELLE J	268-070-002	14374.8	1	0.33	\$ 24,141.74	\$ 7,966.77	\$ 3,687.78	\$ 1,590.73	\$ 13,245.28	\$ 80.00
31	867 S WISCONSIN ST	BOYDSTUN	ROGER DALE	268-070-003	8276.4	1	0.19	\$ 24,141.74	\$ 4,586.93	\$ 3,687.78	\$ 1,590.73	\$ 9,865.44	\$ 80.00
32	865 S WISCONSIN ST	SPICER	EDWARD & ROXANNE	268-070-009	7840.8	1	0.18	\$ 24,141.74	\$ 4,345.51	\$ 3,687.78	\$ 1,590.73	\$ 9,624.02	\$ 80.00
33	884 S WISCONSIN ST	FRANCA	FLORENCIO & ROSA FRANCO	268-070-008	36154.8	1	0.83	\$ 24,141.74	\$ 20,037.64	\$ 3,687.78	\$ 1,590.73	\$ 25,316.15	\$ 80.00
34	886 S WISCONSIN ST	GUZMAN	FELIPE DE JESUS JR	268-070-004	20908.8	1	0.48	\$ 24,141.74	\$ 11,588.04	\$ 3,687.78	\$ 1,590.73	\$ 16,866.55	\$ 80.00
35	897 S INDIANA ST	AYON	ALBA OBDULIA NUNEZ	268-070-007	39204	1	0.9	\$ 24,141.74	\$ 21,727.57	\$ 3,687.78	\$ 1,590.73	\$ 27,006.08	\$ 80.00
36	869 S INDIANA ST	CAMACHO	MAXIMO R	268-070-006	84506.4	1	1.94	\$ 24,141.74	\$ 46,834.98	\$ 3,687.78	\$ 1,590.73	\$ 52,113.49	\$ 80.00
37	815 S INDIANA ST	WAGON WEST MOBILE HOME COMMUNITY INC		268-070-005	140263.2	1	3.22	\$ 24,141.74	\$ 77,736.40	\$ 3,687.78	\$ 1,590.73	\$ 83,014.91	\$ 80.00
38	765 W POPLAR AVE	RESENDIZ	RAFAEL & LORENA SANZHEZ	269-021-003	23086.8	1	0.53	\$ 24,141.74	\$ 12,795.12	\$ 3,687.78	\$ 1,590.73	\$ 18,073.63	\$ 80.00
39	*NO SITE ADDRESS	GUDINO	ANGELITA & ARMANDO	269-021-002	31798.8	1	0.73	\$ 24,141.74	\$ 17,623.47	\$ 3,687.78	\$ 1,590.73	\$ 22,901.98	\$ 80.00
40	852 S INDIANA ST	MARTINEZ	GUSTAVO & SARA	269-021-001	31798.8	1	0.73	\$ 24,141.74	\$ 17,623.47	\$ 3,687.78	\$ 1,590.73	\$ 22,901.98	\$ 80.00
41	786 W MONTGOMERY AVE	VALENCIA	JOSE & VERONICA AVENDANO	269-021-023	7405.2	1	0.17	\$ 24,141.74	\$ 4,104.10	\$ 3,687.78	\$ 1,590.73	\$ 9,382.61	\$ 80.00
42	770 W MONTGOMERY AVE	DORAN	DENIS L & MARCIA	269-021-022	9583.2	1	0.22	\$ 24,141.74	\$ 5,311.18	\$ 3,687.78	\$ 1,590.73	\$ 10,589.69	\$ 80.00

43	754 W MONTGOMERY AVE	HULSE	JIM & PAM	269-021-021	9147.6	1	0.21	\$ 24,141.74	\$ 5,069.77	\$ 3,687.78	\$ 1,590.73	\$ 10,348.28	\$ 80.00
44	740 W MONTGOMERY AVE	ANDERSON	BILLIE & ROTH	269-021-020	9147.6	1	0.21	\$ 24,141.74	\$ 5,069.77	\$ 3,687.78	\$ 1,590.73	\$ 10,348.28	\$ 80.00
45	726 W MONTGOMERY AVE	IBARRA	JORGE & LUCIA PEREZ	269-021-019	9147.6	1	0.21	\$ 24,141.74	\$ 5,069.77	\$ 3,687.78	\$ 1,590.73	\$ 10,348.28	\$ 80.00
46	718 W MONTGOMERY AVE	ZAVALA	ROBERT & MARIA	269-021-018	6969.6	1	0.16	\$ 24,141.74	\$ 3,862.68	\$ 3,687.78	\$ 1,590.73	\$ 9,141.19	\$ 80.00
47	710 W MONTGOMERY AVE	AYALA	MANUEL & IRMA	269-021-017	11761.2	1	0.27	\$ 24,141.74	\$ 6,518.27	\$ 3,687.78	\$ 1,590.73	\$ 11,796.78	\$ 80.00
48	*NO SITE ADDRESS	SHAFFER	JENNIFER ANN	269-021-016	6969.6	1	0.16	\$ 24,141.74	\$ 3,862.68	\$ 3,687.78	\$ 1,590.73	\$ 9,141.19	\$ 80.00
49	890 S OHIO ST	RAMIREZ	DAVID & MARIA S	269-021-015	8712	1	0.2	\$ 24,141.74	\$ 4,828.35	\$ 3,687.78	\$ 1,590.73	\$ 10,106.86	\$ 80.00
50	717 W MONTGOMERY AVE	BAEZA JR	JESUS	269-024-006	8712	1	0.2	\$ 24,141.74	\$ 4,828.35	\$ 3,687.78	\$ 1,590.73	\$ 10,106.86	\$ 80.00
51	735 W MONTGOMERY AVE	GURROLA	HUMBERTO	269-024-005	8712	1	0.2	\$ 24,141.74	\$ 4,828.35	\$ 3,687.78	\$ 1,590.73	\$ 10,106.86	\$ 80.00
52	749 W MONTGOMERY AVE	ROBLES	ELEASAR	269-024-004	8712	1	0.2	\$ 24,141.74	\$ 4,828.35	\$ 3,687.78	\$ 1,590.73	\$ 10,106.86	\$ 80.00
53	759 W MONTGOMERY AVE	TELLER	JOSEPH B & ROSALINDA	269-024-003	8712	1	0.2	\$ 24,141.74	\$ 4,828.35	\$ 3,687.78	\$ 1,590.73	\$ 10,106.86	\$ 80.00
54	773 W MONTGOMERY AVE	TERAN	FRANCISCO H & SILVIA	269-024-002	8276.4	1	0.19	\$ 24,141.74	\$ 4,586.93	\$ 3,687.78	\$ 1,590.73	\$ 9,865.44	\$ 80.00
55	755 W POPLAR AVE	MCCOOL	JERRY LEE III	269-021-004	62726.4	1	1.44	\$ 24,141.74	\$ 34,764.11	\$ 3,687.78	\$ 1,590.73	\$ 40,042.62	\$ 80.00
56	713 W POPLAR AVE	MCCOOL	JERRY LEE III & TAMMY LYNN	269-021-027	13939.2	1	0.32	\$ 24,141.74	\$ 7,725.36	\$ 1,429.26	\$ 1,590.73	\$ 10,745.35	\$ 80.00
57	713 W POPLAR AVE	MCCOOL	JERRY LEE III & TAMMY LYNN	269-021-028	13503.6	1	0.31	\$ 24,141.74	\$ 7,483.94	\$ 1,429.26	\$ 1,590.73	\$ 10,503.93	\$ 80.00
58	713 W POPLAR AVE #C	MCCOOL	JERRY LEE III & TAMMY LYNN	269-021-029	14374.8	1	0.33	\$ 24,141.74	\$ 7,966.77	\$ 1,429.26	\$ 1,590.73	\$ 10,986.76	\$ 80.00
59	711 W POPLAR AVE	CH-SEQUOIA BAPTIST ASSOCIATION OF CALIFORNIA		269-021-006	20037.6	1	0.46	\$ 24,141.74	\$ 11,105.20	\$ 3,687.78	\$ 1,590.73	\$ 16,383.71	\$ 80.00
60	711 W POPLAR AVE	CH-SEQUOIA BAPTIST ASSOCIATION OF CALIFORNIA		269-021-009	20037.6	1	0.46	\$ 24,141.74	\$ 11,105.20	\$ 3,687.78	\$ 1,590.73	\$ 16,383.71	\$ 80.00
61	813 S COTTAGE ST	SMITH	DOUGLAS & YRENE	269-021-007	14374.8	1	0.33	\$ 24,141.74	\$ 7,966.77	\$ 3,687.78	\$ 1,590.73	\$ 13,245.28	\$ 80.00
62	829 S COTTAGE ST	DRIVER	DAVID & DIANA RICO	269-021-008	15681.6	1	0.36	\$ 24,141.74	\$ 8,691.03	\$ 3,687.78	\$ 1,590.73	\$ 13,969.54	\$ 80.00
63	843 S COTTAGE ST	HARRIS	LOVINE	269-021-010	15681.6	1	0.36	\$ 24,141.74	\$ 8,691.03	\$ 3,687.78	\$ 1,590.73	\$ 13,969.54	\$ 80.00
64	859 S COTTAGE ST	BYARS	THOMAS E & LINDA J	269-021-030	12632.4	1	0.29	\$ 24,141.74	\$ 7,001.10	\$ 3,687.78	\$ 1,590.73	\$ 12,279.61	\$ 80.00
65	873 S COTTAGE ST	SWEENEY	DONALD D & PATRICIA D	269-021-031	9583.2	1	0.22	\$ 24,141.74	\$ 5,311.18	\$ 3,687.78	\$ 1,590.73	\$ 10,589.69	\$ 80.00
66	881 S COTTAGE ST	SHAFFER	JENNIFER ANN	269-021-013	9147.6	1	0.21	\$ 24,141.74	\$ 5,069.77	\$ 3,687.78	\$ 1,590.73	\$ 10,348.28	\$ 80.00
67	885 S COTTAGE ST	MACIEL	JUAN & MARIA T	269-021-025	9147.6	1	0.21	\$ 24,141.74	\$ 5,069.77	\$ 3,687.78	\$ 1,590.73	\$ 10,348.28	\$ 80.00
68	895 S COTTAGE ST	CLINE	ALLEN L	269-021-026	9583.2	1	0.22	\$ 24,141.74	\$ 5,311.18	\$ 3,687.78	\$ 1,590.73	\$ 10,589.69	\$ 80.00
69	892 S COTTAGE ST	GONZALEZ	RIGOBERTO L	269-022-010	9147.6	1	0.21	\$ 24,141.74	\$ 5,069.77	\$ 3,687.78	\$ 1,590.73	\$ 10,348.28	\$ 80.00
70	886 S COTTAGE ST	JOHNSON	SHARON	269-022-011	18295.2	1	0.42	\$ 24,141.74	\$ 10,139.53	\$ 3,687.78	\$ 1,590.73	\$ 15,418.04	\$ 80.00
71	872 S COTTAGE ST	TULARE COUNTY PROPERTY LLC		269-022-012	9147.6	1	0.21	\$ 24,141.74	\$ 5,069.77	\$ 3,687.78	\$ 1,590.73	\$ 10,348.28	\$ 80.00
72	870 S COTTAGE ST	TULARE COUNTY PROPERTY LLC		269-022-013	8712	1	0.2	\$ 24,141.74	\$ 4,828.35	\$ 3,687.78	\$ 1,590.73	\$ 10,106.86	\$ 80.00
73	846 S COTTAGE ST	TULARE COUNTY PROPERTY LLC		269-022-001	17424	1	0.4	\$ 24,141.74	\$ 9,656.70	\$ 3,687.78	\$ 1,590.73	\$ 14,935.21	\$ 80.00
74	815 S CHESS TERRACE ST	COX	DARRELL & LUPE	269-022-003	10890	1	0.25	\$ 24,141.74	\$ 6,035.44	\$ 3,687.78	\$ 1,590.73	\$ 11,313.95	\$ 80.00
75	825 S CHESS TERRACE ST	MALACARA	VICTOR & MARINA	269-022-004	10890	1	0.25	\$ 24,141.74	\$ 6,035.44	\$ 3,687.78	\$ 1,590.73	\$ 11,313.95	\$ 80.00
76	835 S CHESS TERRACE ST	HERNANDEZ	EMMA & DAVID	269-022-005	10890	1	0.25	\$ 24,141.74	\$ 6,035.44	\$ 3,687.78	\$ 1,590.73	\$ 11,313.95	\$ 80.00
77	847 S CHESS TERRACE ST	ALCANTAR	ANA M	269-022-006	10890	1	0.25	\$ 24,141.74	\$ 6,035.44	\$ 3,687.78	\$ 1,590.73	\$ 11,313.95	\$ 80.00
78	865 S CHESS TERRACE ST	LEDESMA	MARIA & GUADALUPE	269-022-007	21780	1	0.5	\$ 24,141.74	\$ 12,070.87	\$ 3,687.78	\$ 1,590.73	\$ 17,349.38	\$ 80.00
79	885 S CHESS TERRACE ST	MACIEL	JULIO	269-022-008	12196.8	1	0.28	\$ 24,141.74	\$ 6,759.69	\$ 3,687.78	\$ 1,590.73	\$ 12,038.20	\$ 80.00
80	897 S CHESS TERRACE ST	PINEDA	NOEMI	269-022-009	12196.8	1	0.28	\$ 24,141.74	\$ 6,759.69	\$ 3,687.78	\$ 1,590.73	\$ 12,038.20	\$ 80.00
81	898 S CHESS TERRACE ST	CHRISTINE MARIE CHARLIE (TR)(FAM TR		269-023-008	15246	1	0.35	\$ 24,141.74	\$ 8,449.61	\$ 3,687.78	\$ 1,590.73	\$ 13,728.12	\$ 80.00
82	886 S CHESS TERRACE ST	ANDRADE	LAURA ELENA MEZA	269-023-007	11325.6	1	0.26	\$ 24,141.74	\$ 6,276.85	\$ 3,687.78	\$ 1,590.73	\$ 11,555.36	\$ 80.00
83	874 S CHESS TERRACE ST	AYALA	MARIA G & JAIME	269-023-006	10890	1	0.25	\$ 24,141.74	\$ 6,035.44	\$ 3,687.78	\$ 1,590.73	\$ 11,313.95	\$ 80.00
84	860 S CHESS TERRACE ST	EMERSON	MARYLLS	269-023-005	10890	1	0.25	\$ 24,141.74	\$ 6,035.44	\$ 3,687.78	\$ 1,590.73	\$ 11,313.95	\$ 80.00
85	848 S CHESS TERRACE ST	PHAKOUSONH	PHAENGTA	269-023-012	10018.8	1	0.23	\$ 24,141.74	\$ 5,552.60	\$ 3,687.78	\$ 1,590.73	\$ 10,831.11	\$ 80.00
86	838 S CHESS TERRACE ST	CORONA	PEDRO M & CRISPINA	269-023-011	11325.6	1	0.26	\$ 24,141.74	\$ 6,276.85	\$ 3,687.78	\$ 1,590.73	\$ 11,555.36	\$ 80.00
87	826 S CHESS TERRACE ST	FELIX	ADELITA	269-023-002	9583.2	1	0.22	\$ 24,141.74	\$ 5,311.18	\$ 3,687.78	\$ 1,590.73	\$ 10,589.69	\$ 80.00
88	814 S CHESS TERRACE ST	LALANNE	CAROLYN & STACY	269-023-001	12196.8	1	0.28	\$ 24,141.74	\$ 6,759.69	\$ 3,687.78	\$ 1,590.73	\$ 12,038.20	\$ 80.00
89	914 S INDIANA ST	HEARNE	ALBERT L & BERTHA	269-010-002	84942	1	1.95	\$ 24,141.74	\$ 47,076.39	\$ 3,687.78	\$ 1,590.73	\$ 52,354.90	\$ 80.00
90	955 S OHIO ST	MORON	JUAN & ALFONSO PARENTE	269-010-027	69696	2	1.6	\$ 24,141.74	\$ 38,626.78	\$ 7,375.56	\$ 1,590.73	\$ 47,593.07	\$ 80.00
91	956 S INDIANA ST	IBARRA	SALVADOR	269-010-022	54014.4	1	1.24	\$ 24,141.74	\$ 29,935.76	\$ 4,287.78	\$ 1,590.73	\$ 35,814.27	\$ 80.00
92	998 S INDIANA ST	HERRERA	BRIAN	269-010-024	47480.4	1	1.09	\$ 24,141.74	\$ 26,314.50	\$ 3,687.78	\$ 1,590.73	\$ 31,593.01	\$ 80.00
93	985 S OHIO ST	HIGGINS	MICHAEL D	269-010-025	18295.2	1	0.42	\$ 24,141.74	\$ 10,139.53	\$ 3,687.78	\$ 1,590.73	\$ 15,418.04	\$ 80.00
94	998 S OHIO ST	TOLEDO	ANTONIO	269-010-026	18295.2	1	0.42	\$ 24,141.74	\$ 10,139.53	\$ 3,687.78	\$ 1,590.73	\$ 15,418.04	\$ 80.00
95	950 S OHIO ST	BELTRAN	JAYRI	269-010-028	43560	1	1	\$ 24,141.74	\$ 24,141.74	\$ 3,687.78	\$ 1,590.73	\$ 29,420.25	\$ 80.00
96	901 S COTTAGE ST	ESQUIVEL	JEREMY & ROSA	269-010-003	9147.6	1	0.21	\$ 24,141.74	\$ 5,069.77	\$ 3,687.78	\$ 1,590.73	\$ 10,348.28	\$ 80.00
97	919 S COTTAGE ST	ARROYO	ROBERTO GONZALEZ	269-010-004	10018.8	1	0.23	\$ 24,141.74	\$ 5,552.60	\$ 3,687.78	\$ 1,590.73	\$ 10,831.11	\$ 80.00
98	921 S COTTAGE ST	SHRY	JOHN & SUSAN A	269-010-005	10018.8	1	0.23	\$ 24,141.74	\$ 5,552.60	\$ 3,687.78	\$ 1,590.73	\$ 10,831.11	\$ 80.00
99	923 S COTTAGE ST	HARRIS	GARY W & LOVINE	269-010-019	71438.4	1	1.64	\$ 24,141.74	\$ 39,592.45	\$ 3,687.78	\$ 1,590.73	\$ 44,870.96	\$ 80.00
100	908 S COTTAGE ST	JUAN AYALA & THE JUAN C ROBLES AYALA LIVING TRUST		269-010-006	9147.6	1	0.21	\$ 24,141.74	\$ 5,069.77	\$ 3,687.78	\$ 1,590.73	\$ 10,348.28	\$ 80.00
101	916 S COTTAGE ST	LEDESMA	CESAR	269-010-031	91911.6	1	2.11	\$ 24,141.74	\$ 50,939.07	\$ 3,687.78	\$ 1,590.73	\$ 56,217.58	\$ 80.00

102	911 S CHESS TERRACE ST	CERVANTES	ALFONSO JR & MARIA E	269-010-007	8276.4	1	0.19	\$ 24,141.74	\$ 4,586.93	\$ 3,687.78	\$ 1,590.73	\$ 9,865.44	\$ 80.00
103	919 S CHESS TERRACE ST	TORRES	VICTOR CEBALLOS & ROSA	269-010-008	7840.8	1	0.18	\$ 24,141.74	\$ 4,345.51	\$ 3,687.78	\$ 1,590.73	\$ 9,624.02	\$ 80.00
104	927 S CHESS TERRACE ST	JCH FAMILY LIMITED PARTNERSHIP		269-010-009	8276.4	1	0.19	\$ 24,141.74	\$ 4,586.93	\$ 3,687.78	\$ 1,590.73	\$ 9,865.44	\$ 80.00
105	945 S CHESS TERRACE ST	HARRIS	GARY W & LOVINE	269-010-017	26136	1	0.6	\$ 24,141.74	\$ 14,485.04	\$ 3,687.78	\$ 1,590.73	\$ 19,763.55	\$ 80.00
106	977 S CHESS TERRACE ST	BAEZA	ARMANDO & LETICIA	269-010-016	26571.6	1	0.61	\$ 24,141.74	\$ 14,726.46	\$ 3,687.78	\$ 1,590.73	\$ 20,004.97	\$ 80.00
107	910 S CHESS TERRACE ST	RIVERA	DAVID & FABIOLA	269-010-010	8712	1	0.2	\$ 24,141.74	\$ 4,828.35	\$ 3,687.78	\$ 1,590.73	\$ 10,106.86	\$ 80.00
108	920 S CHESS TERRACE ST	VALLES	ROMAN C	269-010-011	8276.4	1	0.19	\$ 24,141.74	\$ 4,586.93	\$ 3,687.78	\$ 1,590.73	\$ 9,865.44	\$ 80.00
109	930 S CHESS TERRACE ST	OROSCO	EDDIE A & MARIA A	269-010-012	9583.2	1	0.22	\$ 24,141.74	\$ 5,311.18	\$ 3,687.78	\$ 1,590.73	\$ 10,589.69	\$ 80.00
110	946 S CHESS TERRACE ST	SANCHEZ	JUAN M & DOLORES	269-010-013	12196.8	1	0.28	\$ 24,141.74	\$ 6,759.69	\$ 3,687.78	\$ 1,590.73	\$ 12,038.20	\$ 80.00
111	958 S CHESS TERRACE ST	SANDHU	RAJPAL K	269-010-014	12196.8	1	0.28	\$ 24,141.74	\$ 6,759.69	\$ 3,687.78	\$ 1,590.73	\$ 12,038.20	\$ 80.00
112	968 S CHESS TERRACE ST	ELIZALDI	RICHARD V & LUCITA	269-010-015	24393.6	1	0.56	\$ 24,141.74	\$ 13,519.37	\$ 3,687.78	\$ 1,590.73	\$ 18,797.88	\$ 80.00

Exhibit B



CITY OF PORTERVILLE
ENGINEERING DIVISION

291 NORTH MAIN STREET
PORTERVILLE, CA 93257
(559) 782-7462

SEWER ANNEXATION
NUMBER 457

DRAWN BY	CAL
CHECKED BY	
SCALE	1" = 500'-0"
DATE	10/2/2019

SHEET
1
OF
1

RESOLUTION NO. ____-2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE ACCEPTING
THE ENGINEER'S REPORT FOR
ISLAND ANNEXATION AREA 457**

WHEREAS: Island Annexation Area 457 was annexed in 2015; and

WHEREAS: the parcels in this area utilize individual septic tanks that are failing; and

WHEREAS: an Engineer's Report has been prepared by direction of the City Council of the City of Porterville (attached); and

WHEREAS: the report states that the new sewer system will have a positive effect upon all parcels within the proposed boundary and provide a reliable, consistent and safe method of sewage disposal; and

WHEREAS: the report states construction costs will initially be provided by a loan from re-financed Certificate of Participation Bond Sewer funds, and establishes repayment of the loan by property owners through a Sewer Utility District; and

WHEREAS: property identifications and the proposed assessment Boundary Maps are referenced in the report.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville accepts the Engineer's Report for the Island Annexation Area 457 sewer project.

PASSED, APPROVED AND ADOPTED this 19th day of July, 2022.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – JULY 19, 2022

SUBJECT: Sewer Utility Districts Annual Assessments Fiscal Year 2022-2023

SOURCE: Engineering and Project Management

COMMENT: At its meetings on April 16, 2013, October 15, 2013, February 3, 2016, and September 4, 2018, the City Council conducted Public Hearings for the formal formation of the Sewer Utility Districts for Areas 458, 455 A, 459 A & C, and 456 A, B & C and E. Henderson Avenue respectively. These four districts were completed by the City and Resolutions were approved to send the annual assessments to the Tulare County Auditor-Controller/Treasurer-Tax Collector office for repayment to the City.

The assessments, once approved by the Council, are placed upon the tax bill benefiting property owners as a special assessment, and collected by Tulare County. The assessment process must be fully filed with Tulare County by August 10, 2022, for the 2022-2023 tax year. Tulare County requires annual Resolutions from the Council in order to accept the annual assessments. Assessments are based on the final construction costs, sewer laterals and construction management.

Area 455 A Sewer Utility Districts Assessment includes 216 parcels at a total assessed cost of \$42,530.40. This upcoming fiscal year is also the ninth year of the 30-year Assessment period.

Areas 456 A, B, & C and E. Henderson Avenue Assessment includes 199 parcels at a total assessed amount of \$62,658.84. This is the third year of the 30-year Assessment period.

Area 458 Sewer Utility District Assessment includes 382 parcels at a total assessed amount of \$82,861.48. The upcoming fiscal year will be the ninth of the 30-year Assessment period.

Areas 459 A & C Sewer Utility Districts Assessment includes 319 parcels at a total assessed amount of \$56,620.12. This is the seventh year of the 30-year Assessment period.

The Districts were formed to allow property owners to reimburse the City over thirty (30) years at three percent (3%) interest. The total amounts received from prior year assessments as well as voluntary pre-payments are as follows:

Fiscal Year Assessments	Assessment Revenue	Voluntary Pre- Payments	Current Delinquencies
2014/2015	\$126,276.45	\$130,032.42	\$0.00
2015/2016	\$126,603.98	\$69,048.43	\$0.00
2016/2017	\$185,089.50	\$15,259.88	\$444.82
2017/2018	\$183,407.75	\$21,973.81	\$1,047.45
2018/2019	\$181,755.81	\$4,003.33	\$1,467.93
2019/2020	\$181,591.94	\$69,932.20	\$1,171.44
2020/2021	\$241,837.74	\$20,315.12	\$3,897.92
2021/2022	\$232,335.24	\$6,431.26	\$12,894.64
Totals:	\$1,458,898.41	\$336,996.45	\$20,924.20

Staff is recommending that the City Council adopt the attached draft Resolutions approving the annual assessments for the 2022-2023 Fiscal Year.

RECOMMENDATION: That the City Council adopt the draft Resolutions ordering the continued sewer district assessments for the 2022-2023 tax year.

ATTACHMENTS:

1. Attachment A - Direct Charge Control
2. Attachment B - Authority to Approve Direct Charge
3. Attachment C - Compliance Certification
4. Area 455 Special Assessments Resolution 2022
5. Area 456 Special Assessments Resolution 2022
6. Area 458 Special Assessments Resolution 2022
7. Area 459 Special Assessments Resolution 2022
8. Locator Map - Area 455
9. Locator Maps - Area 456
10. Locator Map - Area 458
11. Locator Map - Area 459
12. 2022 Sewer Assessments

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

DIRECT CHARGE (SPECIAL ASSESSMENT) CONTROL

DATE: July 19, 2022

TO: **Tulare County Auditor-Controller**
Property Tax Section
Courthouse, Room 101-E
Visalia, CA 93291

FROM: **Agency** City of Porterville

Address 291 N Main Street

City, State, Zip Porterville, CA 93257

Contact Person, Phone Daniel Cervantez, (559) 782-7462

Hours Contact Person is available M-F 8:00 am - 5:00 pm

E-mail (if available) dcervantez@ci.porterville.ca.us

Check items included:

- x 1. Resolution (s) stating compliance with code and that the charge is without regard to property valuation.
- x 2. Change authorization sheet.
3. Parcel listing. (not required if submitting electronically)

Fund/Charge Control

<u>Tax Code</u>	<u>Fund Name</u>	<u>Parcel Count</u>	<u>Amount</u>
<u>52531</u>	<u>PTV455SEWER</u>	<u>216</u>	<u>\$42,530.40</u>
<u>52531</u>	<u>PTV456SEWER</u>	<u>199</u>	<u>\$62,658.84</u>
<u>52531</u>	<u>PTV458SEWER</u>	<u>382</u>	<u>\$82,861.48</u>
<u>52531</u>	<u>PTV459SEWER</u>	<u>319</u>	<u>\$56,620.12</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

Attach additional control sheets if necessary.

TULARE COUNTY AUDITOR-CONTROLLER

AUTHORITY TO APPROVE DIRECT CHARGE (SPECIAL ASSESSMENT)
CHANGES

DISTRICT/AGENCY City of Porterville

The following persons are authorized to approve changes to our Agency's Special Assessment:

<u>TYPED NAME</u>	<u>SAMPLE SIGNATURE</u>
<u>John D Lollis</u>	<u></u>
<u>Daniel Cervantez</u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

<u>Agency Official</u>	<u>7/19/2022</u>
<u>City Manager</u>	<u>Date</u>
<u>Title</u>	

Compliance Certification and Hold Harmless Statement

City Manager

Date

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CERTIFYING TO THE COUNTY OF TULARE THE VALIDITY OF THE LEGAL PROCESS
USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED
TAX ROLL

WHEREAS, the notices and election for special assessment fees for the purpose of sewer construction to be included on the regular County property tax bill for property owners of the Area 455 Sewer Utility District was completed on November 19, 2013; and

WHEREAS, the City is placing the special assessments on the Tulare County secured property tax roll for collection; and

WHEREAS, the City has complied with all laws pertaining to the levy of the special assessments to be collected; and

WHEREAS, the monies collected are not in any way to be based on the assessed valuation of the properties involved; and

WHEREAS, the City agrees that it shall be solely liable and responsible, and will defend and hold the County of Tulare harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City by the County; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the list submitted with parcel numbers and amount are certified as being correct, the City Manager, John D. Lollis, or City Engineer, Daniel Cervantez, are hereby authorized to sign any documents required and directed to give the list to the Tulare County Auditor on behalf of the City for placement on the secured tax roll for collection:

1. Parcel and Assessment listing
2. Direct Charge (Special Assessment) Control Sheet
3. Direct Charge (Special Assessment) Change Authorization Sheet
4. Compliance Certification and Hold Harmless Statement

PASSED, APPROVED AND ADOPTED, this 19th day of July, 2022.

ATTEST:

John D. Lollis, City Clerk

Martha A. Flores, Mayor

By: _____
Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CERTIFYING TO THE COUNTY OF TULARE THE VALIDITY OF THE LEGAL PROCESS
USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED
TAX ROLL

WHEREAS, the notices and election for special assessment fees for the purpose of sewer construction to be included on the regular County property tax bill for property owners of the Area 456 A, B & C, and E Henderson Ave Sewer Utility District was completed on September 4, 2018; and

WHEREAS, the City is placing the special assessments on the Tulare County secured property tax roll for collection; and

WHEREAS, the City has complied with all laws pertaining to the levy of the special assessments to be collected; and

WHEREAS, the monies collected are not in any way to be based on the assessed valuation of the properties involved; and

WHEREAS, the City agrees that it shall be solely liable and responsible, and will defend and hold the County of Tulare harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City by the County; and

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Martha A. Flores, Mayor

By: _____
Patrice Hildreth, Chief Deputy City Clerk

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CERTIFYING TO THE COUNTY OF TULARE THE VALIDITY OF THE LEGAL PROCESS
USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED
TAX ROLL

WHEREAS, the notices and election for special assessment fees for the purpose of sewer construction to be included on the regular County property tax bill for property owners of the Area 458 Sewer Utility District was completed on May 7, 2013; and

WHEREAS, the City is placing the special assessments on the Tulare County secured property tax roll for collection; and

WHEREAS, the City has complied with all laws pertaining to the levy of the special assessments to be collected; and

WHEREAS, the monies collected are not in any way to be based on the assessed valuation of the properties involved; and

WHEREAS, the City agrees that it shall be solely liable and responsible, and will defend and hold the County of Tulare harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City by the County; and

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PASSED, APPROVED AND ADOPTED, this 19th day of July, 2022.

ATTEST:

John D. Lollis, City Clerk

Martha A. Flores, Mayor

By: _____
Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CERTIFYING TO THE COUNTY OF TULARE THE VALIDITY OF THE LEGAL PROCESS
USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED
TAX ROLL

WHEREAS, the notices and election for special assessment fees for the purpose of sewer construction to be included on the regular County property tax bill for property owners of the Area 459A & C Sewer Utility District was completed on February 17, 2015; and

WHEREAS, the City is placing the special assessments on the Tulare County secured property tax roll for collection; and

WHEREAS, the City has complied with all laws pertaining to the levy of the special assessments to be collected; and

WHEREAS, the monies collected are not in any way to be based on the assessed valuation of the properties involved; and

WHEREAS, the City agrees that it shall be solely liable and responsible, and will defend and hold the County of Tulare harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City by the County; and

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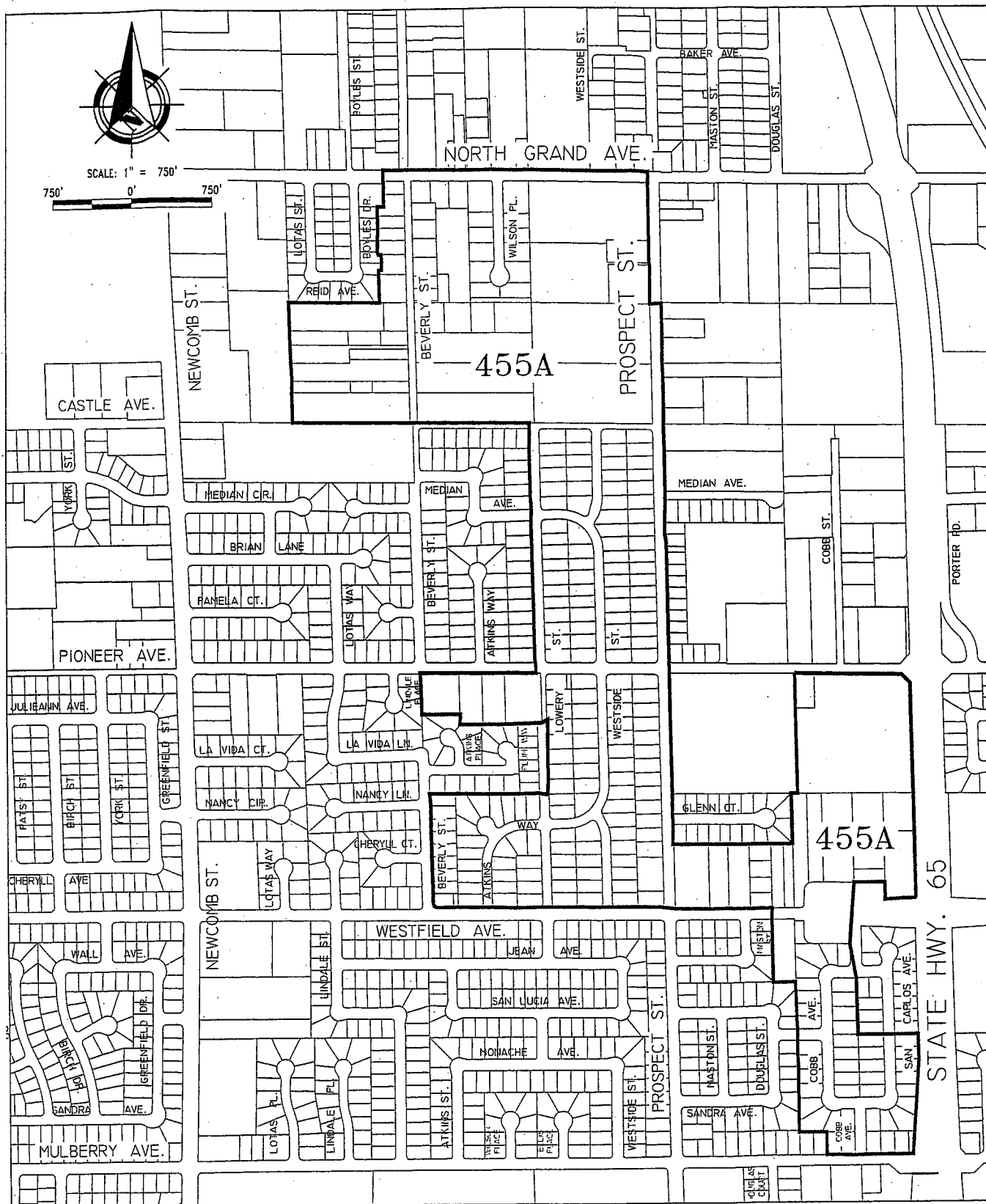
PASSED, APPROVED AND ADOPTED, this 19th day of July, 2022.

ATTEST:

John D. Lollis, City Clerk

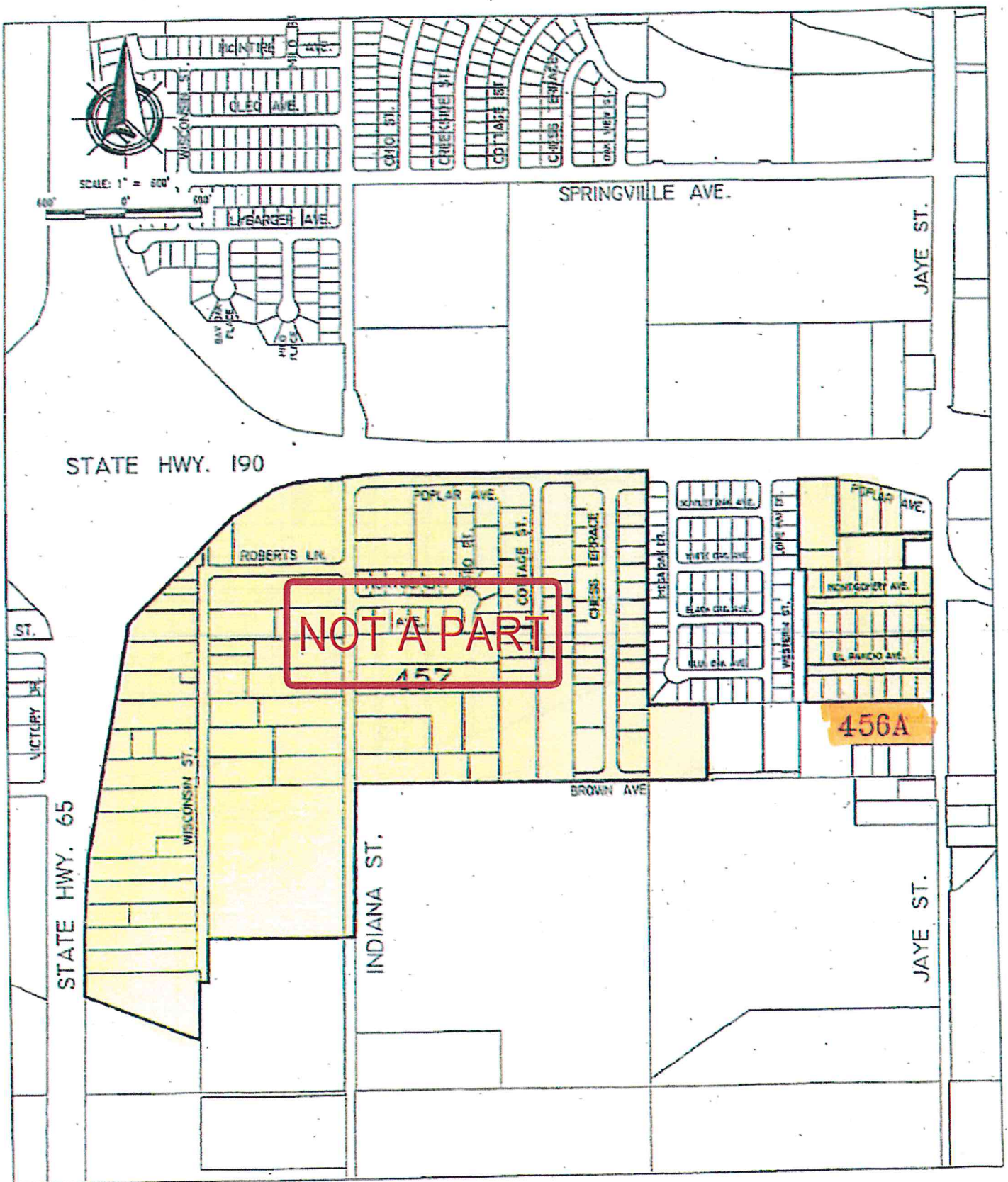
Martha A. Flores, Mayor

By: _____
Patrice Hildreth, Chief Deputy City Clerk



 PROJECT BOUNDARIES

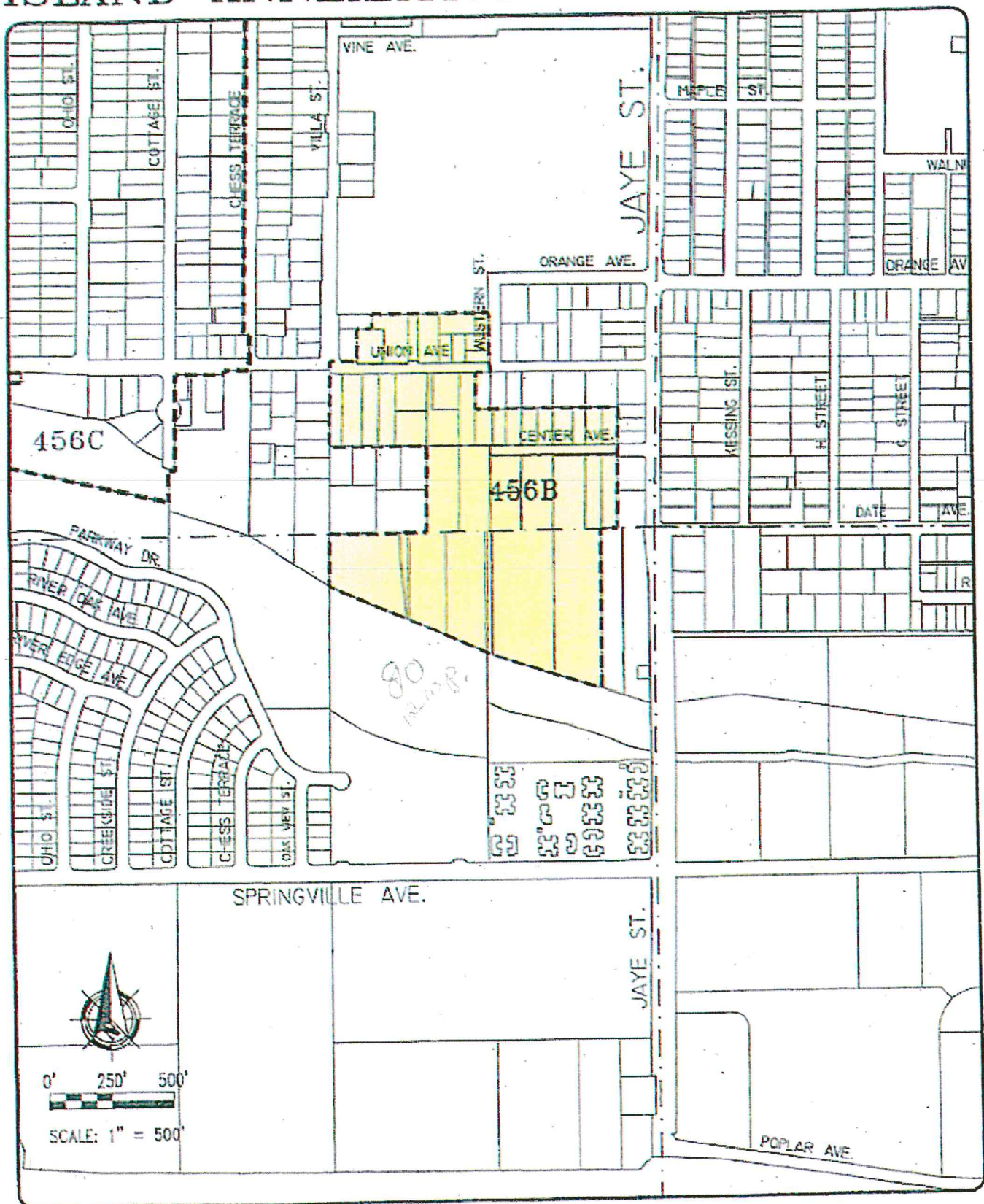
ISLAND ANNEX. 455A



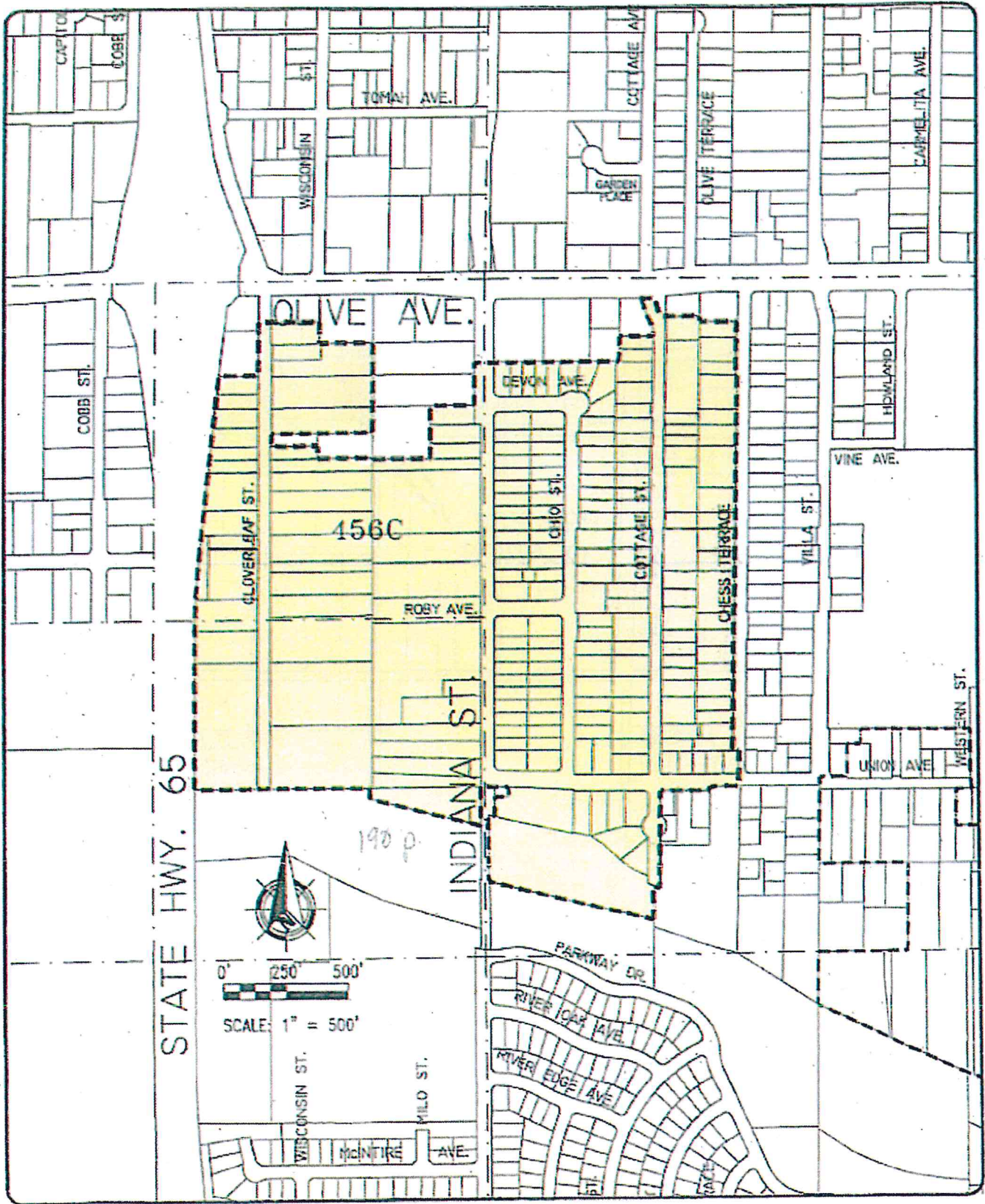
□ PROJECT BOUNDARIES

ISLAND ANNEX. 456A & 457

ISLAND ANNEXATION 456B



ISLAND ANNEXATION 456C



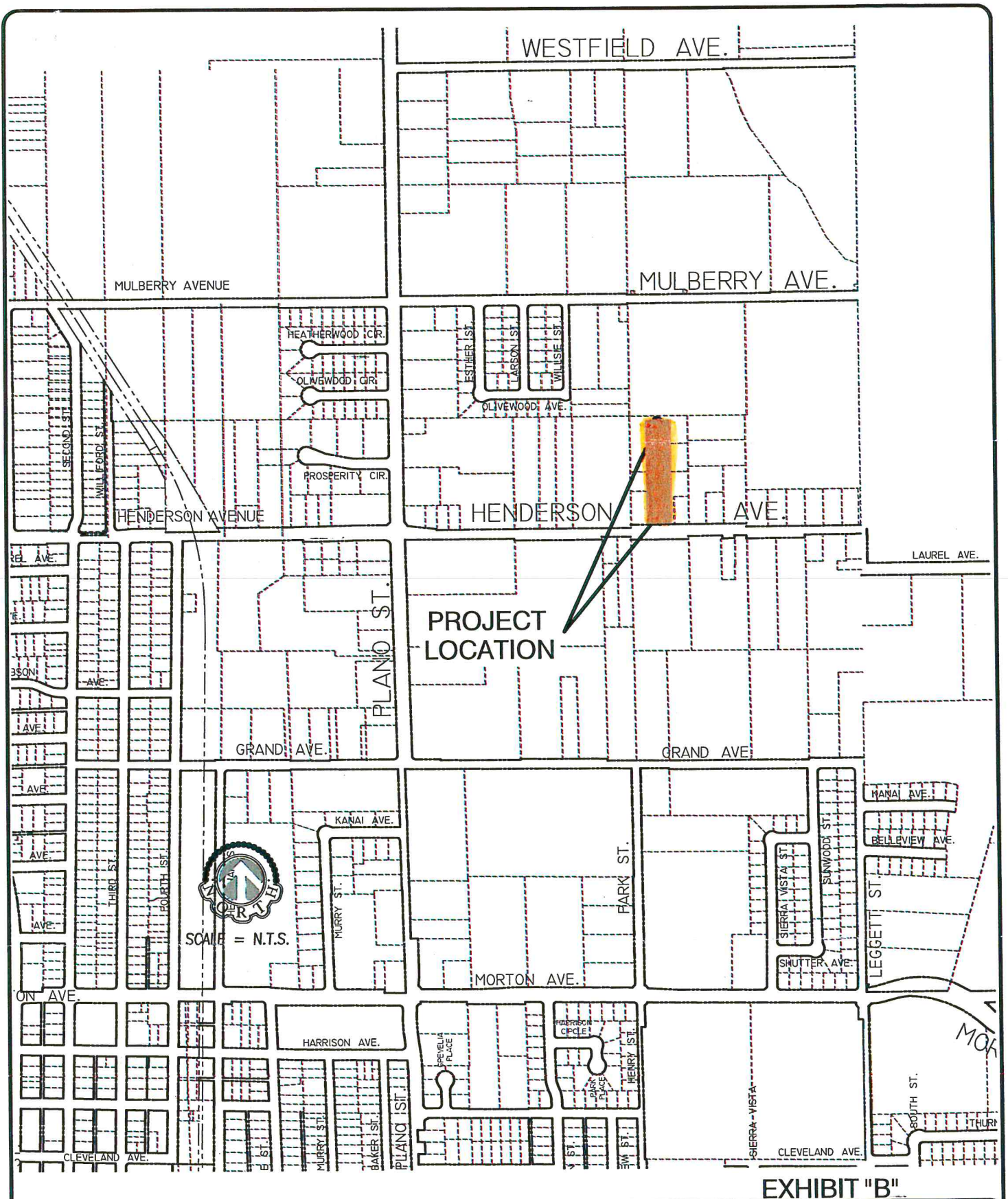
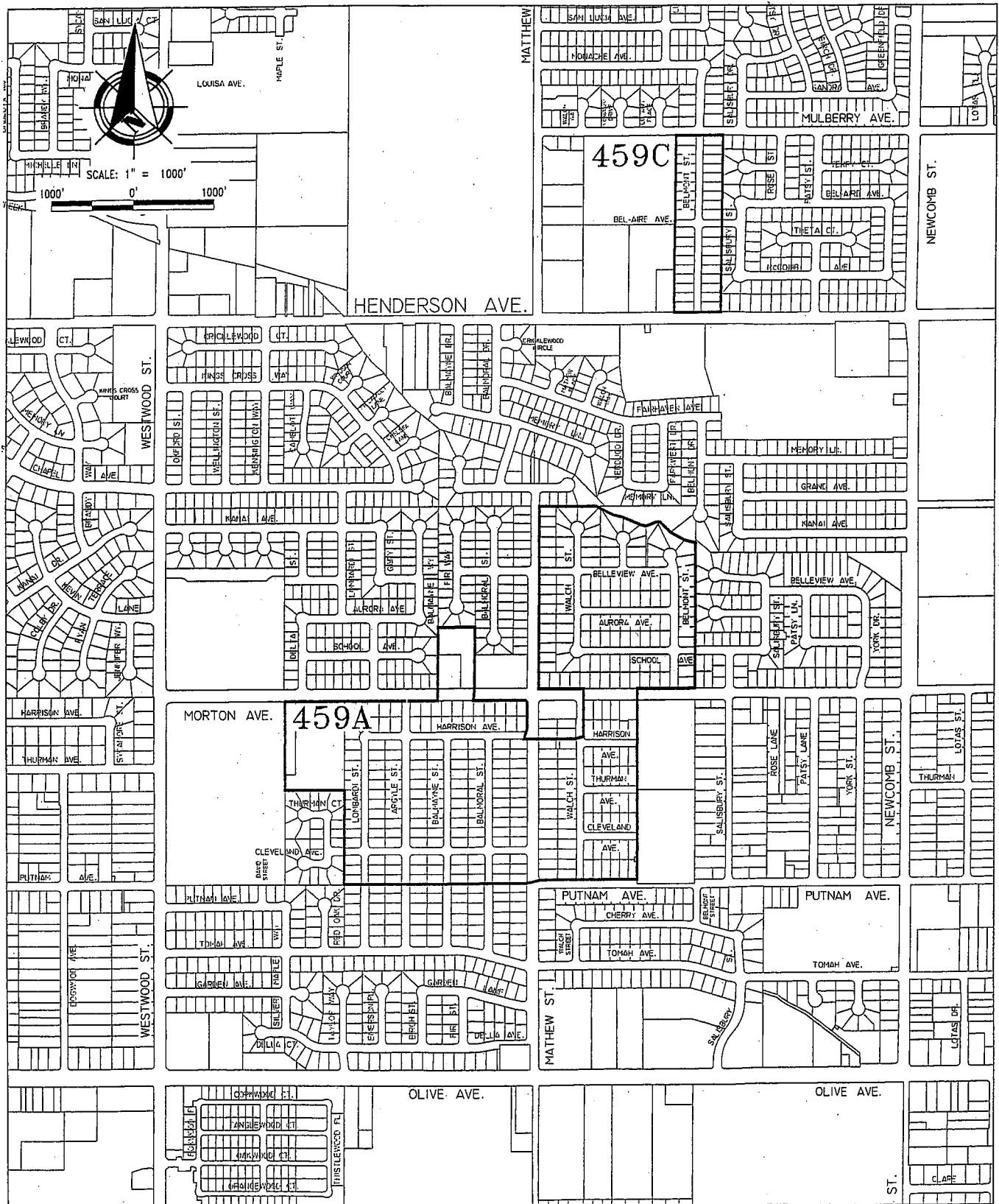


EXHIBIT "B"

CITY OF PORTERVILLE
ENGINEERING DIVISION
291 NORTH MAIN STREET
PORTERVILLE, CA. 93257
(559) 782-7462

EAST HENDERSON SEWER ANNEXATION PROJECT

OWNER	-
APN	-
AREA	-
ACRES	-
SCALE	N.T.S.
DATE	-
DRAWN BY	-
CHECKED BY	-



PROJECT BOUNDARIES

ISLAND ANNEX. 459A & 459C

Prop #	APN	Yearly Amt	Tax Code	Acct Name
00001	243220004000 000000	26530	52531	PTV455SEWER
00002	243220010000 000000	34884	52531	PTV455SEWER
00003	243220011000 000000	28504	52531	PTV455SEWER
00004	243230001000 000000	18894	52531	PTV455SEWER
00005	243230002000 000000	19054	52531	PTV455SEWER
00006	243230003000 000000	17570	52531	PTV455SEWER
00007	243230007000 000000	18636	52531	PTV455SEWER
00008	243230008000 000000	39230	52531	PTV455SEWER
00009	243230012000 000000	38978	52531	PTV455SEWER
00010	243230014000 000000	12250	52531	PTV455SEWER
00011	243230016000 000000	13624	52531	PTV455SEWER
00012	243230019000 000000	16110	52531	PTV455SEWER
00013	243230020000 000000	17452	52531	PTV455SEWER
00014	243230021000 000000	29270	52531	PTV455SEWER
00015	243230028000 000000	18792	52531	PTV455SEWER
00016	243230030000 000000	19890	52531	PTV455SEWER
00017	243230031000 000000	20354	52531	PTV455SEWER
00018	243230032000 000000	18904	52531	PTV455SEWER
00019	243230033000 000000	19810	52531	PTV455SEWER
00020	243230034000 000000	20162	52531	PTV455SEWER
00021	243230035000 000000	35856	52531	PTV455SEWER
00022	243230038000 000000	36580	52531	PTV455SEWER
00023	243280006000 000000	12802	52531	PTV455SEWER
00024	243280007000 000000	20994	52531	PTV455SEWER
00025	243280009000 000000	15218	52531	PTV455SEWER
00026	243280015000 000000	14802	52531	PTV455SEWER
00027	243280021000 000000	16840	52531	PTV455SEWER
00028	243280026000 000000	19906	52531	PTV455SEWER
00029	243280027000 000000	32906	52531	PTV455SEWER
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00036	243290010000 000000	18920	52531	PTV455SEWER
00037	243290011000 000000	51234	52531	PTV455SEWER
00038	243290012000 000000	10550	52531	PTV455SEWER
00039	243290013000 000000	40446	52531	PTV455SEWER
00040	243290014000 000000	24496	52531	PTV455SEWER
00041	245050003000 000000	17640	52531	PTV459SEWER
00042	245050004000 000000	17414	52531	PTV459SEWER
00043	245050005000 000000	17520	52531	PTV459SEWER
00044	245050009000 000000	18598	52531	PTV459SEWER
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00049	245050015000 000000	17472	52531 PTV459SEWER
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00051	245050017000 000000	18476	52531 PTV459SEWER
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00082	245082003000 000000	20530	52531 PTV458SEWER
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00084	245082005000 000000	21542	52531 PTV458SEWER
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00135	245101036000 000000	16302	52531 PTV458SEWER
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CITY COUNCIL AGENDA – JULY 19, 2022

SUBJECT: Consideration of Retail Recruitment Service Agreement

SOURCE: Community Development

COMMENT: At its meeting on December 2, 2008, the City Council authorized staff to negotiate and enter into a retail recruitment strategy and software solution with Buxton. Through a partnership with the Porterville Civic Foundation, Sierra View Medical Center and the City of Porterville, the City was able to contract with Buxton in January 2009, to complete a retail recruitment strategy. Staff have continued to work with Buxton and the Scout software platform since 2009. The information provided by Buxton has been instrumental in recruiting several retailers to Porterville.

In 2019, Buxton introduced the mobile insight data (Mobilytics), which includes geofencing the agreed upon boundary and capturing unique device IDs (mobile phones) observed within those boundaries over a recent 12-month period. This then creates a demographic profile of the visitors and provides a true trade area. Reports are generated with the same analytical information that retailers utilize to make site selection decisions. This contract expired June 30, 2022.

Buxton submitted a proposal for renewal of these services through June 30, 2023 for \$35,000. The software and services available have continuously been upgraded as technology has evolved, utilizing cell phone data as well as providing new features that facilitate retail recruitment, such as sharable links and demographic insights that can allow for comparison between two locations or two businesses. Additionally, the data is now updated daily. The service provides a report that shows trends and volume of what other retailers the same customers visit and is also included in this upgrade to the software. Funding is available in the Community Development Department Budget.

RECOMMENDATION: That the City Council authorize staff to negotiate and sign a contract with Buxton for a retail recruitment and mobile visitor's insights solution.

ATTACHMENTS: 1. Buxton Retail Recruitment Service Proposal

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Community Development Director

Final Approver: John Lollis, City Manager



ORDER FORM

Economic Development Package

PREPARED FOR

Porterville, CA



Fee Schedule

Contract Start Date: 06 / 13 / 2022

Contract End Date: 06 / 13 / 2023

Subscription	QTY	Number of Years	Fee Per Year Per Item	Subtotal
Economic Development Package (National) National-level subscription to SCOUT with public sector reporting package, Match, and Mobilytics.	1	1	\$35,000.00	\$35,000.00
Three (3) User Bundle Included in your subscription.	1	1	\$0.00	\$0.00
Standard Support Package Includes one live training session (up to 1 hour), which will be recorded and available throughout the duration of your Contract term; account set up; access to our Support Team during normal business hours (8 a.m. to 5 p.m. Central Time); access to live chat; and access to our knowledge base and training materials within the platform.	1	1	\$0.00	\$0.00

Total contract value: \$35,000.00

Total fee per year: \$35,000.00

The geography included in your subscription level: National

**If this Order Form is executed and/or returned to Buxton Company by Client after the Contract Start Date above, Buxton Company may adjust the Contract Start Date and Contract End Date, without increasing the Total Fee, based on the date Buxton Company activates the products and provided that the total term length does not change. Fees shown above do not include any taxes that may apply. Any such taxes are the responsibility of Client. This is not an invoice.*

Sign Here to Subscribe

Thank you again for the opportunity to present this Order Form. We look forward to working with you. I hereby acknowledge I have read this Order Form and understand and agree to the terms and conditions of Buxton's Terms of Service located at [this link](#), which shall be incorporated herein by reference. We suggest you print and retain a copy of these Terms of Service for your records.

Porterville, CA

Client Name Printed

Billing Company Name

Client Title

Billing Address

Primary Account Owner Name

Primary Account Owner Email Address

Shipping Address

Invoice Recipient Name

Invoice Recipient Email Address

Is PO Required

PO Number?

Invoice Recipient Phone Number

Tax Exempt?

Date of Client Acceptance

Client Signature

Buxton Signature

Payment Details

Preferred Method of Payment:

If sending a check, please make it payable to Buxton Company.

Address: 2651 South Polaris Drive, Fort Worth, TX 76137

If wiring, please follow the below instructions:

Bank Name: JPMorgan Chase

Bank Address: JPMorgan Chase New York, NY 10017

Bank Routing Number: 021000021

Account Name: Buxton Company

Account Number: 1886176625

SWIFT ID: CHASUS33

If ACH delivery, please follow the below instructions:

Bank Routing Number: 111000614

Account Name: Buxton Company

Account Number: 1886176625

Invoice Frequency:

Billing Method: Email

Tax ID: 75-2541014

Payment Terms: Payment due in net 10 days upon receipt of invoice.

Service will commence once payment is received.

Inquiries: Please send all billing inquiries to accountsreceivable@buxtonco.com or call us at (817) 332-3681.

*If you're tax exempt, please submit a completed Sales and Use Tax Exemption Certificate to accountsreceivable@buxtonco.com. For assistance in selecting or completing the correct form, please contact us at the same email.

Technical Requirements

The Buxton Platform can be accessed at the following URL: www.buxtonco.com.

The Buxton Platform is a web-based application accessible on any desktop, laptop, or mobile tablet device that has an Internet connection. When operating the platform, Buxton's recommended hardware configuration is 4-core CPU and 8 GB RAM (or higher). Modern-day laptops or desktops purchased within the last 3 to 5 years will perform without issue. The recommended browser for accessing the Buxton Platform is the latest version of Chrome.



CITY COUNCIL AGENDA – JULY 19, 2022

SUBJECT: Cooperative Agreement with Porterville College for Use of the Police Firing Range

SOURCE: Police

COMMENT:

The Porterville Police Department's weapons range became operational in May 2011 for live fire training. Porterville College was under an agreement to utilize the range for its Reserve Police Officer training program; however, the agreement expired June 30, 2022. The Department and Porterville College would like to renew the agreement and make it effective for three years.

Porterville College has agreed to pay the sum of \$600 annually to the City in compensation for facility usage, upkeep, and maintenance. This amount is based on monthly utilization. The agreement will be re-evaluated in three years for renewal; however, both the Department and Porterville College reserve the right to cancel the agreement with thirty (30) days advance written notice to the other party.

RECOMMENDATION: That the City Council:

1. Approve the Agreement for the period of July 1, 2022 through June 30, 2025; and
2. Authorize the Chief of Police to execute the agreement on behalf of the City of Porterville.

ATTACHMENTS:

1. Draft Agreement
2. Police Firing Range Rules and Regulations

Appropriated/Funded: MB

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: John Lollis, City Manager



POLICE FIRING RANGE COOPERATIVE AGREEMENT

This Agreement is entered into as of July 1, 2022, between the CITY OF PORTERVILLE ("CITY"), and PORTERVILLE COLLEGE ("PC"), (each a "Party," and collectively, the "Parties"), with reference to the following:

- A. The Parties desire to allow the use of the CITY Police Firing Range ("Range") by PC.
- B. The Parties are willing to enter into this Agreement on the terms and conditions set forth below.

ACCORDINGLY, IT IS AGREED:

1. The term of this Agreement shall be for thirty-six (36) months, commencing on July 1, 2022, and ending on June 30, 2025.
2. PC use of the Range will vary depending on the range training necessary, as outlined by the Peace Officer Standards and Training (POST) guidelines, and as scheduled to accommodate the Police Reserve Academy dates.
3. The cost per this agreement term shall be equal to six hundred dollars (\$600) annually.
4. The CITY shall furnish use of the Range to PC including restroom facilities, if available, and shall pay all taxes, insurance, maintenance fees, and all other costs required to provide use of the Range in accordance with this Agreement.
5. PC shall have the use of on-site firearms buildings located at the Range for training programs. Any available classroom facility may be used on a case-by-case basis, without additional charge, when arranged through the PPD Range Supervisor.
6. PPD and PC agree the Range shall be open and usable by members of the PC Police Academy at such times that are mutually agreeable to both parties. Exclusive use of the facilities by PC must be coordinated with, and scheduled by, the PPD Range Supervisor.
7. Prior to exclusive use of the Range, PC will submit their training agenda and course of fire to the PPD Range Supervisor as outlined in the Reserve Police Academy's POST learning domain.

8. PC agrees that its members/cadets using the Range under this Agreement shall be governed by the range safety rules established by PPD. (Firearms Range Rules and Regulations attached.)
9. On their scheduled training days, the PC Range Master shall contact PPD Watch Commander at (559) 782-7400 upon their arrival and departure from the Range.
10. After use of the facility, PC agrees to ensure the Range is cleaned properly of all debris resulting from their use, including brass. Brass will be left in containers (containing only brass) at the Range for disposal by PPD.
11. Both the PPD and PC reserve the right to cancel this Agreement with thirty (30) days advance written notice to the other party.
12. The amount to be paid by PC, if monetary amount is agreed upon by both Parties, will be due and payable as follows: PC shall pay the amount as invoiced by the CITY on an annual basis of the agreed upon cost within thirty days of receiving said invoice(s).
13. Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including, but not limited to, personal injury, death at any time and property damage) arising out of, or made necessary by, the indemnifying party's performance of this Agreement or breach of its terms.
14. Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage.
 - a. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.

- b. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.

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

CITY:

City Clerk of the City of Porterville
291 N. Main Street
Porterville, CA 93257
Phone: 559-782-7447
Fax: 559-782-7452

PORTERVILLE COLLEGE:

Porterville College
100 E. College Avenue
Porterville, CA 93257
Phone: 559-791-2200
Fax: 559-784-4779

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission shall be deemed received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after mailing. Any Party may change the above address, phone number, or fax number by giving written notice pursuant to this paragraph.

16. No part of this Agreement may be assigned by any of the Parties without the prior written consent of the other Party.

17. Termination.

- a. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled to by law or under this Agreement.

1) This Agreement may be terminated by any Party should another Party:

- a) be adjudged bankrupt;
- b) become insolvent or have a receiver appointed;
- c) make a general assignment for the benefit of creditors;
- d) suffer any judgment which remains unsatisfied for 30 days and which would substantively impair the ability

of the judgment debtor to perform under this Agreement; or
e) materially breach this Agreement.

2) For any occurrences except item (e), termination may be effected upon written notice by the terminating Party specifying the date of termination.

3) Upon a material breach, the Agreement may be terminated following the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party(ies) within five (5) days of written notice specifying the breach. If the breach is not remedied within the five (5) day period, the non-defaulting Party may terminate the Agreement on further written notice specifying the date of termination.

4) If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting Party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting Party(ies) consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting Party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting Party(ies) may terminate upon written notice specifying the date of termination.

b. Effects of Termination. Termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports or pre-termination contract activities.

18. This Agreement represents the entire Agreement between the Parties 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 all Parties.

19. This Agreement reflects the contributions of all Parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

20. 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.

21. The failure of any 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 the breach or any subsequent breach. The acceptance by any Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by any other Party.

22. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or 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.
23. Each Party agrees to execute any additional documents and to perform any further acts that may be reasonably required to effect the purposes of this Agreement.
24. It is expected that this agreement will continue into coming years. At the end of this agreement, the Chief of Police and the Dean of Career & Technical Education, or their designees, shall convene a meeting to discuss the agreement. If the agreement is continued, the Chief of Police shall provide the new cost (if applicable), and the new agreement will indicate the amount of funding each party shall be responsible for.

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

CITY OF PORTERVILLE:

Jake Castellow, Chief of Police

Date

KERN COMMUNITY COLLEGE DISTRICT:

Mike Giacomino, Chief Financial Officer

Date

FIREARMS RANGE RULES AND REGULATIONS

The following safety regulations are designed to ensure the safety of all personnel in this department, as well as any other department, using the firearms training facility. The rules will be posted in a conspicuous location and shall be strictly enforced. The Range Master is responsible for the safe operation of the facility and he/she may take appropriate and necessary action to safeguard all persons using the facility or to ensure public safety. Failure to obey any of these regulations may result in disciplinary action and/or being ordered to leave the firearms facility by the Range Master or designated firearms instructor. The Range Master will take immediate action to address rules violations and, at his/her discretion, depending on the seriousness of the violation, report the violation to the Training Unit Supervisor.

These rules apply to the Porterville Police Department personnel, as well as any other person or agency using the firearms range facility.

1. No personnel will enter the Range Master's office without prior approval of the Range Master or firearms instructor.
2. Only authorized personnel will enter the storage area (seatrain).
3. No alcoholic beverages are permitted at the firearms training facility.
4. All firearms at the firearms training facility are subject to a safety inspection by the Range Master or firearms instructor at any time.
5. Only approved ammunition will be used at the firearms training facility. All ammunition is subject to inspection by the Range Master or firearms instructor at any time.
6. The loading and unloading of firearms will take place only in designated areas of the firearms facility.
7. All range activities will be coordinated through the Training Unit Supervisor or, if designated by the Training Unit Supervisor, the Range Master.
8. All injuries will be promptly reported to the Range Master or firearms instructor.
9. Shooting will only be at targets approved by the Range Master or firearms instructor.

10. When on the firing line, unholstered firearms shall be pointed downrange at all times.
11. Ear and eye protection are required at all times by all persons while on the range when any person is actively engaged in discharging a firearm.
12. During range qualification or firearms training, firing will only commence on the command of the Range Master or firearms instructor.
13. All firing will stop immediately if the Range Master or firearms instructor determines there is a safety issue. This will be done by yelling, "Cease fire!"
14. Firearms will not be left unattended, except unloaded firearms in designated areas.
15. Horseplay or unsafe handling of firearms will not be tolerated.
16. Persons not abiding by all of the above rules will leave the firearms training facility upon the request of the Range Master or firearms instructor.



CITY COUNCIL AGENDA – JULY 19, 2022

SUBJECT: Joint Funding Agreement with Porterville Unified School District and Burton School District for School Resource Officers

SOURCE: Police

COMMENT: The Porterville Police Department currently has four (4) Officers assigned as School Resource Officers. During school hours, these Officers respond to reports of criminal activity at all school sites within the City of Porterville. In addition, these Officers provide requested security for after-school functions throughout the school year, which is paid separately from the Joint Funding Agreement. Porterville Unified School District and Burton School District have shared in the funding of the four (4) School Resource Officers, and both school districts have agreed to renew the Joint Funding Agreement in which they share costs.

The estimated salary and benefit cost for a School Resource Officer during the term of the 2022-2023 school year is \$110,000. Porterville Unified School District has agreed to pay 65% of the salary and benefits for three (3) School Resource Officers, and Burton School District has agreed to pay 65% of the salary and benefits for one (1) School Resource Officer. Based on the formula above, for this term, the City shall contribute an estimated \$153,500 for three (3) School Resource Officer positions assigned to the Porterville Unified School District. This represents 35% of the estimated salary and benefits costs for three (3) School Resource Officers, as well as an additional \$38,000 in estimated ancillary costs. Porterville Unified School District will contribute up to \$214,500 for the three (3) School Resource Officers, which represents 65% of salary and benefits costs for the School Resource Officers. Based on the formula above, for this term, the City shall contribute an estimated \$51,000 for one (1) School Resource Officer position assigned to the Burton School District. This represents 35% of the estimated salary and benefits costs for the School Resource Officer, as well as an additional \$12,500 in estimated ancillary costs. Burton School District will contribute up to \$71,500 for the School Resource Officer, which represents 65% of salary and benefits costs for the Officer.

Three of the four School Resource Officers will generally be assigned to the Porterville Unified School District, with each Officer generally responsible for one of the three major high schools and their respective feeder schools. The fourth School Resource Officer will generally be assigned to the Burton School District. These assignments will not preclude the ability of each Officer to respond to other areas as needed. Department staff is requesting Council

approval to enter into an agreement to continue the School Resource Officer program with PUSD and BSD.

RECOMMENDATION: That the City Council:
Approve the Agreements for Joint Funding for School Resource Officers for the period of July 1, 2022 through June 30, 2023; and authorize the Chief of Police to execute the agreements on behalf of the City of Porterville.

ATTACHMENTS: 1. PUSD SCHOOL JOINT FUNDING COOPERATIVE AGREEMENT 2022-2023
2. BSD SCHOOL JOINT FUNDING COOPERATIVE AGREEMENT 2022-2023

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Patrice Hildreth, Deputy City Manager



JOINT FUNDING COOPERATIVE AGREEMENT

This Agreement is entered into as of July 1, 2022, between the CITY OF PORTERVILLE ("CITY") and the PORTERVILLE UNIFIED SCHOOL DISTRICT ("PUSD") (each a "Party," and collectively, the "Parties"), with reference to the following:

- A. The Parties wish to continue efforts to create and maintain a safe environment for children attending school campuses in the city of Porterville, and the Parties believe this is vital to the educational process.
- B. The Parties desire to share in the costs of supplying "School Resource Officers" ("SROs") to respond to reports from PUSD officials concerning criminal and other activities occurring on the PUSD campuses that jeopardize the safety and security of the children attending these schools.
- C. The Parties are willing to enter into this Agreement on the terms and conditions set forth below:

ACCORDINGLY, IT IS AGREED:

- 1. The term of this Agreement shall be for one year, commencing on July 1, 2022, and ending on June 30, 2023.
- 2. The CITY shall provide three "School Resource Officers" effective at the beginning of the school year, August 2022, and concluding at the end of the school year, June 2023. The SROs shall respond to school reports of criminal activity or other activity threatening the safety and security of children occurring on PUSD school campuses located within the CITY's geographical limits. The guidelines and expectations of the SRO program are attached as Exhibit A. Nothing in this agreement prohibits SROs from assisting other law enforcement officers when necessary due to high priority needs of the department as determined by the on-duty supervisor.
- 3. The Department will be responsible for selecting which Department employees will serve as SRO's, or the acting SRO for days when the designated SRO may be on leave, absent for training, or otherwise not available.

4. The maximum estimated salary and benefit cost for an SRO during the term of this Agreement is \$110,000. This does not include any ancillary costs or overtime costs.
5. Three SROs shall be assigned to the PUSD District and the salary and benefit costs for the three SROs shall be divided as follows: The CITY shall pay 35% of the salary and benefits cost, as well as all ancillary costs; PUSD shall pay the remaining 65% in salary and benefits costs.
6. Based on the formula above, for this term, the CITY shall contribute an estimated amount of \$153,500 for three SRO positions. This represents 35% of maximum estimated costs of salary and benefits for each position, plus approximately \$38,000 in ancillary costs.
7. Based on the formula above, for this term, PUSD shall contribute up to, but no more than, \$214,500 for three SRO positions. This represents 65% of the maximum estimated salary and benefits costs (\$330,000).
8. The amounts to be contributed by PUSD shall be due and payable as follows: PUSD shall pay the amounts as invoiced by the CITY, on an annual basis, of the actual costs (excluding ancillary) but no more than the contribution amounts specified above, within thirty days of receiving said invoice(s). The full contribution amounts shall be paid by the end of the CITY's fiscal year (June 30, 2023).
9. It is understood and agreed that if the funding is either discontinued or reduced for specified positions, any Party shall have the right to terminate this Agreement. In such event, the affected Party shall provide the other Party(ies) with at least sixty (60) days prior written notice of such termination.
10. It is mutually understood and agreed that the SROs at all times while carrying out this Agreement shall be acting as CITY employees. The CITY shall retain the right to control and direct the services of the SROs pursuant to this Agreement, and shall retain the usual management rights, powers, and authority of an employer over such employees. The City will make every effort to ensure that scheduling of vacation leaves and training sessions for SROs are made with consideration of the needs of the school district.
11. The certificated administrators of each school shall be responsible for student discipline and shall make all decisions regarding the imposition of discipline for students enrolled at their campus.
12. The parties agree that the SRO shall be deemed to be a "school official" for the performance on SRO's duties on behalf of District. The SRO shall

therefore be allowed access to student records but the District is in direct control of the use, maintenance, and disclosure of student records in accordance with Education Code section 49076 and other applicable provisions of law. School officials shall allow the SRO to inspect and copy any student records maintained by the school for which the SRO has a "legitimate educational interest" within the scope of the SRO's service under this Agreement. This includes access to student directory information to the extent permitted by District policy, classroom assignments, attendance records, and discipline files. However, the SRO may not inspect or copy confidential student records outside the scope of the SRO's service, except as allowed by law.

If confidential student record information is needed in an emergency to protect the health or safety of a student or others, the District may disclose to the SRO information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.

If confidential student record information is needed by the SRO but no emergency situation exists, the information may be released only upon the issuance of a subpoena, a court order or written authorization of the parent/guardian.

Pursuant to Education Code section 48902, the principal or designee shall notify the SRO of any acts of a student that may violate specified provisions of the Penal Code and Education Code. This may require the disclosure of the student's name or other identifying information to the SRO, along with information related to the underlying offence.

13. Neither the District nor the Department shall discriminate because of race, religion, color, national origin, disability, marital status, age, or sex against any person by refusing any person or privilege offered to or engaged by the general public.
14. Indemnity-The District shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the assigned officer's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the City, or the gross or willful misconduct of the assigned officer.

The City shall indemnify, defend, and hold harmless the District, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the City or the gross or willful misconduct of the assigned officer during the performance of work hereunder.

If the District rejects a tender of defense by the City and/or the assigned officer under this Agreement, and it is later determined that the City and/or the officer breached no duty of care and/or was immune from liability, the District shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a liability claim, with or without participation by the District.

The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or its assigned officer that they would not owe in the absence of the Agreement. The Agreement does not create and affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) the City or the assigned officer and the absence of the assigned officer and/or patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

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

CITY:

City Clerk of the City of Porterville
291 N. Main Street
Porterville, CA 93257
Phone: 559-782-7442
Fax: 559-782-7452

PUSD:

Porterville Unified School District
600 W. Grand Avenue
Porterville, CA 93257

Phone: 559-793-2455
Fax: 559-793-1088

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission shall be deemed received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after mailing. Any Party may change the above address, phone number, or fax number by giving written notice pursuant to this paragraph.

a. No part of this Agreement may be assigned by any of the Parties without the prior written consent of the other Parties.

b. Termination.

i. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled to by law or under this Agreement.

1. This Agreement may be terminated by any Party should another Party:

- a. be adjudged bankrupt,
- b. become insolvent or have a receiver appointed,
- c. make a general assignment for the benefit of creditors,
- d. suffer any judgment which remains unsatisfied for 30 days and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- e. materially breach this Agreement.

2. For any occurrences except item (e), termination may be effected upon written notice by the terminating Party specifying the date of termination.

3. Upon a material breach, the Agreement may be terminated following the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party(ies) within five (5) days of written notice specifying the breach. If the breach is not remedied within the five (5) day period, the non-defaulting Party may terminate the Agreement on further written notice specifying the date of termination.

4. If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting Party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting Party(ies) consent to that proposal in writing, which consent shall not be unreasonable withheld, the defaulting Party shall immediately embark on its plan to cure. If the default is not cured within the time agreed upon, the non-defaulting Party(ies) may terminate upon written notice specifying the date of termination.
- ii. Effects of Termination. Termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports or pre-termination contract activities.
- c. This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager or City Attorney or equivalent.
 - d. This Agreement reflects the contributions of all Parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.
 - e. 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.
 - f. The failure of any 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 the breach or any subsequent breach. The acceptance of any Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by any other Party.
 - g. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or 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.

- h. Each Party agrees to execute any additional documents and to perform any further acts that may be reasonably required to effect the purposes of this Agreement.
- i. It is expected that this agreement will continue into coming years. In June of each year of the agreement, the Chief of Police and the Porterville Unified School District Superintendent, or their designees, shall convene a meeting to discuss the activities of the SROs during the previous school year. If the agreement is continued, the Chief of Police shall provide the new salary and benefits costs for the position, and the new agreement will indicate the amount of funding each party shall be responsible for.

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

CITY OF PORTERVILLE:

Jake Castellow, Chief of Police

PORTERVILLE UNIFIED SCHOOL DISTRICT:

Brad Rohrbach, Ed.D., Assistant Superintendent

EXHIBIT A

GUIDELINES AND EXPECTATION OF THE SCHOOL RESOURCE OFFICER PROGRAM

The School Resource Officer Program is a collaborative effort by the Porterville Police Department and the Porterville Unified School District focused on preventing juvenile delinquency, maintaining a safe school environment, and providing a positive law enforcement presence in the school community. This effort will help bridge the gap between law enforcement officers and students in order to increase positive attitudes toward law enforcement, and reduce juvenile crime.

The exclusive focus on the physical and social territory of the school is an important aspect of the SRO program. Unlike law enforcement officers who respond to school problems as a result of calls for service or 911 calls by school personnel, the SRO knows the school's physical layout and is aware of who belongs on school property and who does not.

School Resource Officers have two main functions: law enforcement officer and advisor.

As a law enforcement officer, the SRO maintains a safe and secure school environment in which "teachers feel safe to teach and students feel safe to learn."

The SRO acts as an advisor to students, parents, teachers and staff on the law, delinquency, violence, substance abuse, child abuse and other law enforcement related issues.

The SRO may talk to students, parents, teachers, administrators and staff about problems and concerns they may have, and help them find possible solutions through referrals to counselors or appropriate social service or legal agencies for additional support and assistance.

The most effective way a SRO can accomplish these functions is to be a positive role model and mentor. Students learn from every interaction they may have with a SRO. It is essential for a SRO to be a positive role model who endorses high moral standards, exercises good judgment and discretion, is consistent and fair, respects students, and displays a sincere concern for the school community.

School Resource Officers must maintain a professional appearance, be visible, accessible and willing to talk to students. The SRO shall attend and participate in school activities, interact positively with students and the community, taking their concerns seriously while maintaining a supportive and positive relationship with faculty and school administrators.

The SRO is an extension of his/her agency as well as the school principal's office, as the officer's duties are comprised of both law enforcement and education. The SRO reports to both his/her agency commander and the school principal. Although the SRO will not serve as a disciplinarian, and disciplining students will remain the responsibility of the school faculty and administrators, the SRO will serve as a means for establishing cooperation, order and safety so that learning can

take place, the business schools are about. This does not prevent the SRO from taking action in his/her official capacity.

Duties and expectations of the SRO shall include, but not be limited to the following:

- To protect lives and property for the citizens and public school students.
- To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct.
- To investigate criminal activity committed on or adjacent to school property.
- To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of the student.
- To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned.
- To provide security for special school events or functions, such as PTA meetings, at the request of the principal or other school official.
- To prevent juvenile delinquency through close contact with students and school personnel.
- To establish liaison with school principals, faculty, and students.
- To inform the students of their rights and responsibilities as lawful citizens.
- To provide liaison between students and social agencies which provide needed services.
- To participate in campus activities when invited and feasible.
- To be aware at all times of the responsibility to improve the image of the uniformed law enforcement officer in the eyes of the students and the community.
- To confer with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities.



JOINT FUNDING COOPERATIVE AGREEMENT

This Agreement is entered into as of July 1, 2022, between the CITY OF PORTERVILLE ("CITY" or "DEPARTMENT"), and the BURTON SCHOOL DISTRICT ("BSD" or "DISTRICT") (each a "Party," and collectively, the "Parties"), with reference to the following:

- A. The Parties wish to continue efforts to create and maintain a safe environment for children attending school campuses in the City of Porterville, and the Parties believe this is vital to the educational process.
- B. The Parties desire to share in the costs of supplying a "School Resource Officer" ("SRO") to respond to reports from BSD officials concerning criminal and other activities occurring on the BSD campuses that jeopardize the safety and security of the children attending these schools.
- C. The Parties are willing to enter into this Agreement on the terms and conditions set forth below:

ACCORDINGLY, IT IS AGREED:

1. The term of this Agreement shall be for one year, commencing on July 1, 2022, and ending on June 30, 2023.
2. The CITY shall provide one sworn police officer to act as a "School Resource Officer" effective at the beginning of the school year, August 2022, and concluding at the end of the school year, June 2023. The SRO shall respond to school reports of criminal activity or other activity threatening the safety and security of children occurring on BSD school campuses located within the CITY's geographical limits, as well as Summit Charter Collegiate Academy, Summit Charter Intermediate Academy and Lombardi Elementary School. The guidelines and expectations of the SRO program are attached as Exhibit A. Nothing in this agreement prohibits the SRO from assisting other law enforcement officers when necessary due to high priority needs of the DEPARTMENT as determined by the on-duty supervisor.

3. The DEPARTMENT will be responsible for selecting which DEPARTMENT employee will serve as the SRO, or the acting SRO for days when the designated SRO may be on leave, absent for training, or otherwise not available.
4. The maximum estimated salary and benefit cost for an SRO during the term of this Agreement is \$110,000. This does not include any ancillary costs or overtime costs.
5. One SRO shall be assigned to the BSD and the salary and benefit costs for the one SRO shall be divided as follows: The CITY shall pay 35% of the salary and benefits cost, as well as all ancillary costs; BSD shall pay the remaining 65% in salary and benefits costs.
6. Based on the formula above, for this term, the CITY shall contribute up to \$51,000 to the SRO position. This represents 35% of the maximum estimated costs of salary and benefits for the position, plus approximately \$12,500 in ancillary costs.
7. Based on formula above, for this term, BSD shall contribute up to, but no more than, \$71,500 for one SRO position. This represents 65% of the maximum estimated salary and benefits costs (\$110,000).
8. The amounts to be contributed by BSD shall be due and payable as follows: BSD shall pay the amount as invoiced by the CITY, on an annual basis, of the actual costs (excluding ancillary) but no more than the contribution amounts specified above, within thirty days of receiving said invoice(s). The full contribution amounts shall be paid by the end of the CITY's fiscal year (June 30, 2023).
9. It is understood and agreed that if the funding is either discontinued or reduced for specified positions, any Party shall have the right to terminate this Agreement. In such event, the affected Party shall provide the other Party(ies) with at least sixty (60) days prior written notice of such termination.
10. It is mutually understood and agreed that the SRO at all times while carrying out this Agreement shall be acting as a CITY employee. The CITY shall retain the right to control and direct the services of the SRO pursuant to this Agreement, and shall retain the usual management rights, powers, and authority of an employer over such employees. The CITY will make every effort to ensure that scheduling of vacation leaves and training sessions for the SRO are made with consideration of the needs of the DISTRICT.
11. The certificated administrators of each school shall be responsible for student discipline and shall make all decisions regarding the imposition of discipline for students enrolled at their campus.

12. The parties agree that the SRO shall be deemed to be a “school official” for the performance on SRO’s duties on behalf of the DISTRICT. The SRO shall therefore be allowed access to student records but the DISTRICT is in direct control of the use, maintenance, and disclosure of student records in accordance with Education Code section 49076 and other applicable provisions of law. School officials shall allow the SRO to inspect and copy any student records maintained by the school for which the SRO has a “legitimate educational interest” within the scope of the SRO’s service under this Agreement. This includes access to student directory information to the extent permitted by DISTRICT policy, classroom assignments, attendance records, and discipline files. However, the SRO may not inspect or copy confidential student records outside the scope of the SRO’s service, except as allowed by law.

If confidential student record information is needed in an emergency to protect the health or safety of a student or others, the DISTRICT may disclose to the SRO information that is needed to respond to the emergency situation based on the seriousness of the threat to someone’s health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.

If confidential student record information is needed by the SRO but no emergency situation exists, the information may be released only upon the issuance of a subpoena, a court order or written authorization of the parent/guardian.

Pursuant to Education Code section 48902, the principal or designee shall notify the SRO of any acts of a student that may violate specified provisions of the Penal Code and Education Code. This may require the disclosure of the student’s name or other identifying information to the SRO, along with information related to the underlying offence.

13. Neither the DISTRICT nor the CITY shall discriminate because of race, religion, color, national origin, disability, marital status, age, or sex against any person by refusing any person or privilege offered to or engaged by the general public.
14. Indemnity-The DISTRICT shall indemnify, defend, and hold harmless the CITY, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the SRO’s performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the CITY, or the gross or willful misconduct of the assigned officer.

The CITY shall indemnify, defend, and hold harmless the DISTRICT, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the CITY or the gross or willful misconduct of the assigned officer during the performance of work hereunder.

If the DISTRICT rejects a tender of defense by the CITY and/or the assigned officer under this Agreement, and it is later determined that the CITY and/or the officer breached no duty of care and/or was immune from liability, the DISTRICT shall reimburse the CITY and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the CITY and/or officer settles a liability claim, with or without participation by the DISTRICT.

The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the CITY or its assigned officer that they would not owe in the absence of the Agreement. The Agreement does not create and affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) the CITY or the assigned officer and the absence of the assigned officer and/or patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the CITY nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

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

CITY:

City Clerk of the City of Porterville
291 N. Main Street
Porterville, CA 93257
Phone: 559-782-7442
Fax: 559-782-7452

BSD:

Burton School District
264 N. Westwood
Porterville, CA 93257

Phone: 559-781-8020
Fax: 559-781-1403

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission shall be deemed received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after mailing. Any Party may change the above address, phone number, or fax number by giving written notice pursuant to this paragraph.

a. No modification, amendment or addendum to this Agreement shall be valid unless it is set forth in writing and is signed by the parties.

b. Termination.

i. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled to by law or under this Agreement.

1. This Agreement may be terminated by any Party should another Party:

- a. be adjudged bankrupt,
- b. become insolvent or have a receiver appointed,
- c. make a general assignment for the benefit of creditors,
- d. suffer any judgment which remains unsatisfied for 30 days and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- e. materially breach this Agreement.

2. For any occurrences except item (e), termination may be effected upon written notice by the terminating Party specifying the date of termination, with at least sixty (60) days advance written notice.

3. Upon a material breach, the Agreement may be terminated following the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party(ies) within five (5) days of written notice specifying the breach. If the breach is not remedied within the five (5) day period, the non-defaulting Party may terminate the Agreement on further written notice specifying the date of termination.

4. If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting Party

may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting Party(ies) consent to that proposal in writing, which consent shall not be unreasonable withheld, the defaulting Party shall immediately embark on its plan to cure. If the default is not cured within the time agreed upon, the non-defaulting Party(ies) may terminate upon written notice specifying the date of termination.

- ii. Effects of Termination. Termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports or pre-termination contract activities.
- c. This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the CITY shall be a person specifically authorized by the legislative body of the CITY to execute this Agreement, at the level of City Manager or City Attorney or equivalent.
- d. This Agreement reflects the contributions of all Parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.
- e. 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.
- f. The failure of any 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 the breach or any subsequent breach. The acceptance of any Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by any other Party.
- g. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or 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.

- h. Each Party agrees to execute any additional documents and to perform any further acts that may be reasonably required to effect the purposes of this Agreement.
- i. It is expected that this agreement will continue into coming years. In June of each year of the agreement, the Chief of Police and the Burton School District Superintendent, or their designees, shall convene a meeting to discuss the activities of the SRO during the previous school year. If the agreement is continued, the Chief of Police shall provide the new salary and benefits costs for the position, and the new agreement will indicate the amount of funding each party shall be responsible for.

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

CITY OF PORTERVILLE:

Jake Castellow, Chief of Police

BURTON SCHOOL DISTRICT:

Sergio Mendoza, Superintendent

EXHIBIT A

GUIDELINES AND EXPECTATION OF THE SCHOOL RESOURCE OFFICER PROGRAM

The School Resource Officer Program is a collaborative effort by the Porterville Police Department, Porterville Unified School District, and Burton School District focused on preventing juvenile delinquency, maintaining a safe school environment, and providing a positive law enforcement presence in the school community. This effort will help bridge the gap between law enforcement officers and students in order to increase positive attitudes toward law enforcement, and reduce juvenile crime.

The exclusive focus on the physical and social territory of the school is an important aspect of the SRO program. Unlike law enforcement officers who respond to school problems as a result of calls for service or 911 calls by school personnel, the SRO knows the school's physical layout and is aware of who belongs on school property and who does not.

School Resource Officers have two main functions: law enforcement officer and advisor.

As a law enforcement officer, the SRO maintains a safe and secure school environment in which "teachers feel safe to teach and students feel safe to learn."

The SRO acts as an advisor to students, parents, teachers and staff on the law, delinquency, violence, substance abuse, child abuse and other law enforcement related issues.

The SRO may talk to students, parents, teachers, administrators and staff about problems and concerns they may have, and help them find possible solutions through referrals to counselors or appropriate social service or legal agencies for additional support and assistance.

The most effective way a SRO can accomplish these functions is to be a positive role model and mentor. Students learn from every interaction they may have with a SRO. It is essential for a SRO to be a positive role model who endorses high moral standards, exercises good judgment and discretion, is consistent and fair, respects students, and displays a sincere concern for the school community.

School Resource Officers must maintain a professional appearance, be visible, accessible and willing to talk to students. The SRO shall attend and participate in school activities, interact positively with students and the community, taking their concerns seriously while maintaining a supportive and positive relationship with faculty and school administrators.

The SRO is an extension of his/her agency as well as the school principal's office, as the officer's duties are comprised of both law enforcement and education. The SRO reports to both his/her agency commander and the school principal. Although the SRO will not serve as a disciplinarian, and disciplining students will remain the responsibility of the school faculty and administrators, the SRO will serve as a means for establishing cooperation, order and safety so that learning can take place, the business schools are about. This does not prevent the SRO from taking action in his/her official capacity.

Duties and expectations of the SRO shall include, but not be limited to the following:

- To protect lives and property for the citizens and public school students.
- To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct.
- To investigate criminal activity committed on or adjacent to school property.
- To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of the student.
- To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned.
- To provide security for special school events or functions, such as PTA meetings, at the request of the principal or other school official.
- To prevent juvenile delinquency through close contact with students and school personnel.
- To establish liaison with school principals, faculty, and students.
- To inform the students of their rights and responsibilities as lawful citizens.
- To provide liaison between students and social agencies which provide needed services.
- To participate in campus activities when invited and feasible.
- To be aware at all times of the responsibility to improve the image of the uniformed law enforcement officer in the eyes of the students and the community.
- To confer with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities.



CITY COUNCIL AGENDA – JULY 19, 2022

SUBJECT: Joint Funding Agreement with Kern Community College District (Porterville College) for a Part-time Reserve Police Officer

SOURCE: Police

COMMENT: The Porterville Police Department currently has one Reserve Officer assigned to Porterville College on a part-time basis. This Reserve Police Officer provides police services six hours per day (Monday – Thursday) for Porterville College campus security/patrol. During school hours, this Officer is on campus and responds to reports of various types, including criminal activity, at the school site. In addition, this Officer provides requested security for after-school functions throughout the school year, as requested. All equipment, vehicle(s), and uniforms will be provided by the Porterville Police Department.

Kern Community College District has agreed to renew the Joint Funding agreement in which it pays the Reserve Officer at a rate of \$33.00/hour, an estimated \$32,000 annually, not to exceed \$64,000 during this two-year contract. Department staff is requesting City Council approval to enter into an agreement to continue the Reserve Police Officer program with Kern Community College District - Porterville College.

RECOMMENDATION: That the City Council:

1. Approve the Agreement for Joint Funding for a part-time Reserve Police Officer for the period of July 1, 2022 through June 30, 2024; and
2. Authorize the Chief of Police to execute the agreement on behalf of the City of Porterville.

ATTACHMENTS:

1. City of Porterville Police Department-Kern Comm College District Agreement
2. Kern Community College District Indemnification

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: John Lollis, City Manager

KERN COMMUNITY COLLEGE DISTRICT
AGREEMENT WITH INDEPENDENT CONTRACTOR (For Non-Public Works Services)

This Agreement is entered into by and between the Kern Community College District, on behalf of (Check One):

☐ District Office

☐ Bakersfield College

☐ District-Wide

☐ Cerro Coso Community College

☒ Porterville College

("District"), and City of Porterville Police Department, ("Contractor"), identified under social security number/taxpayer identification number (if using SSN, enter last 4 digits only) 94-6000398, with its principal place of business / office(s) located at 350 North D Street, Porterville, CA 93257.

1. **TERM OF AGREEMENT / DATE(S) of SERVICE(S):** July 1, 2022 thru June 30, 2024.

2. **SERVICES TO BE PERFORMED:** In consideration of the payment outlined in Paragraph 3 below, during the Term of Agreement / Date(s) of Service(s), Contractor agrees to perform services and, if applicable, provide materials and equipment to the District (hereinafter "Services"), as described below:
To provide Reserve Officer Services for Porterville College campus security/patrol.
All equipment, vehicles, and uniform will be provided by the City of Porterville Police Department.

It is understood and agreed that in the event any additional tasks or services are required from Contractor, prior to rendering any such tasks, the tasks shall be set forth in a writing duly signed by the parties, indicating the specific work to be accomplished, the approximate period of time over which performance will be completed, and the additional compensation, if any, to be paid for such additional tasks.

3. **COMPENSATION:** In consideration of the Services fully rendered to District as described above, District agrees to pay Contractor a total fee of \$ \$33.00 per hour, maximum 960 hours and not to exceed \$32,000 per year. The District will make reasonable good faith efforts to pay all compensation due to Contractor within thirty (30) days of completion of Contractor's Services pursuant to this Agreement and the District's receipt of a properly completed invoice from Contractor for Services rendered. Contractor further agrees that the District will not have any liability whatsoever as to any work or expense not specifically documented in this Agreement and properly invoiced by Contractor to District within sixty (60) days of completion of Services.

Other Consideration/Notes: _____

Office Use Only. To be completed by Initiator-(Required):

FOAPAL to be used for this expense RP502-530MOP-5118-677010

4. **REPRESENTATIONS AND WARRANTIES:** Contractor represents and warrants that possesses the skill, knowledge, expertise, and, as applicable, holds current license(s), certification(s) or educational credentials, as required under the laws of the State of California and in accordance with District policies and regulations, to fully perform the services required by this Agreement. Contractor represents that he/she/it has read and understands the terms and conditions of this Agreement.

5. **NON-EMPLOYEE / INDEPENDENT CONTRACTOR STATUS:** During the Term of this Agreement or Date(s) of Service(s), Contractor's Services for the District shall be rendered as an Independent Contractor. This Agreement is not intended, nor shall it be construed so as, to create the relationship of agent, employee, partnership, joint venture or association, or representative of the other for any purpose, or to imply any other relationship whatsoever between Contractor and District, except

as set forth in this Agreement. Neither party is granted any expressed or implied right or authority by the other party to assume or create any obligation or responsibility on behalf of or in the name of the other party, or to bind the other party in any manner or thing whatsoever. Please mark whichever is applicable:

☒ Contractor agrees that Contractor is free from control and direction of the District; performs work that is outside the usual course of District's business; and is customarily engaged in an independently established trade, occupation or business of the same nature as the Services Contractor will perform for District under this Agreement.

OR

☐ Contractor is performing one of the following services: marketing, human resources administration, travel agent, graphic designer, grant writer, fine artist, freelance writer, photographer, photojournalist, or cosmetologist. Contractor maintains a business location, which may include the Contractor's residence that is separate from the District's business locations. Contractor has a business license, in addition to any required professional licenses or permits for the Contractor to practice in their profession. Aside from project completion dates and reasonable business hours, the Contractor has the ability to set his/her own hours. Contractor is customarily engaged in the same type of Services for other entities and is available to perform the same type of Services as those performed pursuant to this Agreement for other potential customers. Contractor customarily and regularly exercises discretion and independent judgment in the performance of the Services.

6. RESPONSIBILITY FOR PAYMENT OF WAGES: Contractor shall be solely responsible for paying all salaries, wages, benefits and other compensation which the Contractor's employees or consultants, if any, may be entitled to receive in connection with Contractor's Services pursuant to this Agreement, including, without limitation, withholding and paying all applicable payroll taxes and contributions, including federal, state and local income taxes, FICA, FUTA, and state unemployment, workers' compensation and disability insurance. Nothing contained in this Agreement will confer upon the Contractor any right to continue to render Services to the District, or to become employed by the District. The District and Contractor acknowledge that Contractor's Services pursuant to this Agreement are non-exclusive and Contractor is free to accept other work.

7. INDEMNIFICATION: Contractor agrees to indemnify, defend, and hold harmless, the District (and its officers, employees, trustees, agents, successors and assigns) from and against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including, but not limited to, personal injury, death at any time, and property damage), arising out of or made necessary by Contractor's performance of this Agreement, breach of its terms, negligent acts or omissions, including as may arise resulting from Contractor's failure to make payments to Contractor's employees or consultants, if any, or self-employment taxes.

8. INSURANCE REQUIREMENTS: Unless otherwise specifically agreed to in writing in advance of execution of this Agreement, Contractor agrees to obtain, pay for and maintain in effect during the Term of this Agreement or Date(s) of Service(s), the following policies of insurance issued by an insurance company rated not less than "A-VI" in A.M. Best's Insurance Rating Guide:

- (i) Commercial General Liability insurance (including contractual, products and completed operations coverage, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence;
- (ii) Commercial Automobile Liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence;
- (iii) Professional Liability insurance (also known as "Errors and Omissions" insurance) with a limit of liability of not less than \$1,000,000 per occurrence; and
- (iv) Worker's Compensation and State Disability insurance as required under law.

Each policy shall contain an endorsement naming the Kern Community College District as an additional

named insured insofar as this Agreement is concerned, and provide that written notice shall be given to the District at least thirty (30) days prior to cancellation or material change in the form of the policy or reduction in coverage. Prior to rendering Services pursuant to this Agreement, and at Contractor's expense, Contractor shall furnish the District with a Certificate of Insurance evidencing the endorsements required above, and the District shall have the right to inspect the Contractor's original insurance policies upon request. Upon notification of a notice of cancellation, change or reduction in coverage, Contractor shall immediately file with the District a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this agreement concerning minimum insurance requirements shall reduce the Contractor's liabilities or obligations under the indemnification provisions of this Agreement.

9. CONFIDENTIALITY: Contractor acknowledges:

- a. District may disclose to Contractor certain confidential information relating to, without limitation, the District's past, present, and future research, marketing, development, or business activities ("Confidential Information"). Except as required by the duties under this Agreement, Contractor agrees that, until such time as the Confidential Information enters the public domain through no fault of Contractor, Contractor will never, directly or indirectly, use, disseminate, disclose, lecture upon, or publish articles concerning any of the Confidential Information disclosed to Contractor by or on behalf of District without the prior written consent of District. Such confidentiality shall survive the termination of this Agreement and will only be relieved by written consent of District.
- b. Upon expiration or termination of the Agreement or Contractor's performance pursuant to this Agreement, Contractor agrees to return to District all copies of Confidential information, all drawings, documents, records, notebooks, disks, tapes, data residing or recorded in electronic media, and all other representations of confidential information, whether prepared by District, Contractor or others.

10. PROPRIETARY RIGHTS/OWNERSHIP:

- a. All work accomplished pursuant to this Agreement, tangible and intangible, will be the sole and exclusive property of District; and in addition to the obligations imposed above, Contractor will deliver all such work to District prior to expiration or termination of this Agreement or Contractor's performance pursuant to this Agreement.
- b. Contractor agrees that all copyrightable material, inventions, improvements, developments and discoveries conceived, made, discovered or reduced to practice by Contractor solely, or in collaboration with others, during the period of this Agreement (i) relating in any manner to the business, research or development of District that Contractor may be directed to undertake, or (ii) which Contractor may become associated within work or in performing the services pursuant to this Agreement, or (iii) which are developed by Contractor using any supplies, facilities or Confidential Information of District are the sole property of District, and Contractor further agrees to grant to District any and all right, title and interest, of any kind or of all such copyrightable material, inventions, improvements, developments, and discoveries.
- c. Contractor assigns to the District any and all rights Contractor could have, may have, or does have, in the work or work product performed under this Agreement, and the District shall have all right, title, and interest in the name of the District and pursuant to Education Code section 72207. Contractor consents to the use of Contractor's name in conjunction with the sale, use, performance, and distribution of the works for any purpose and in any medium. If Contractor desires to make use of any such District work for any purpose not related to this agreement, Contractor must first secure prior written consent of District for work for such use. All copies of such Information in written, graphic or other tangible form shall be returned to the District upon termination of the Agreement. Information shall be kept confidential by Contractor, shall be used only in performing pursuant to this Agreement, and may be used for other purposes only

upon prior written approval of the Chancellor or Designee.

11. **GOVERNING LAW:** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules, and in accordance to District's policies and regulations, including, but not limited to, Section 3A15 of the District's Board Policy, as follows:

"3A15 Claims against the Kern Community College District:

3A15A *Any claims against the District for money or damages, which are not governed by any other statutes or regulations expressly relating thereto, shall be presented and acted upon in accordance with Title 1, Division 3.6, Part 3, Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of the California Government Code.*

3A15B *Claims must be presented according to this policy as a prerequisite for filing suit against the District. Claims that are subject to the requirements of this policy include, but are not limited to, the following:*

3A15B1 *Claims by public entities, claims by the state department or agency, or by another public entity.*

3A15B2 *Claims for fees, salaries or wages, mileage or other expenses and allowances*

3A15C *The designated place for service of claims, lawsuits or other types of legal process upon the District is:*

*The Office of the General
Counsel 2100 Chester Avenue
Bakersfield, California 93301
(661) 336-5040*

12. **TERMINATION / NOTICES:** This Agreement may be terminated by either party with or without cause and for any or no reason upon (30) days' written notice to the other party addressed as follows:

If to Contractor, notice will be addressed to:

Name: City of Porterville Police Department

Address: 350 North D Street

City/State/Zip: Porterville, CA 93257

If to District, notice will be addressed to:

Kern Community College District

c/o: Mike Giacomini, Interim Chief Financial Officer

2100 Chester Avenue, Bakersfield, CA 93301

or to such other address as may be designated by the parties from time to time. Any written notice sent by registered U.S. mail and addressed in accordance with this section will be deemed to have been made and delivered seven (7) days following deposit into the U.S. mail. Contractor's obligations pursuant to this Agreement shall survive the termination of this Agreement.

13. DISCLAIMER FOR RETIREES FROM STRS or PERS: If a Contractor is a retired annuitant through STRS or PERS, Contractor's pension or retirement allowance may be impacted based upon service to the District as an independent contractor. Contractor understands it is his or her responsibility to contact his or her retirement system to determine the impact of providing Services to the District as an independent contractor. Contractor agrees that the District can in no way be responsible for the loss or diminution of the Contractor's retirement benefits based on the receipt of payment pursuant to this Agreement.

14. NON-DISCRIMINATION/COMPLIANCE WITH DISTRICT RULES: Contractor agrees that he/she/it will comply with all applicable Federal and California state anti-discrimination laws and regulations and agree not to unlawfully discriminate against any person, on the basis of race, color, age, ancestry, national origin, sex, religious creed, marital status, or physical or mental disability, or sexual orientation or any other category protected by law, including but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12940. Contractor also agrees to comply with the Board Policies and Administrative Procedures of the District.

15. SEVERABILITY: If any section, condition, provision, or covenant of this Agreement is held to be invalid or unenforceable, either in itself or as to any particular party, the remainder of this Agreement will continue to be in force unless it would be inequitable and inconsistent with the purpose of the Agreement to continue to do so.

16. ASSIGNMENT: Neither party may assign any rights, or transfer any obligations, under this Agreement, without the prior written agreement of the parties.

17. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties and supersedes all prior or contemporaneous agreements, oral or written, with respect to the subject matter of this Agreement. This Agreement may not be amended, modified, revised or supplemented in any way, except in a writing signed by Contractor and District.

18. FORCE MAJURE: Neither party shall be responsible for performance of their respective obligations under this contract in the event of delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.

19. FEMA CLAUSES: District has received or may seek funding for this Agreement from the Federal Emergency Management Agency (FEMA). **FEMA Provisions Attachment A is only required if using FEMA funding.** If required, complete the FEMA Provisions Attachment A, in order to comply with federal requirements for such funding clauses in Attachment A to this Agreement are incorporated into this Agreement as if fully set forth herein.

AGREED TO AND ACCEPTED:

CONTRACTOR:

Signature: _____ **Date:** _____

Print Name: _____

The following signatures provide authorization for the use of this hiring category.

CAMPUS REPRESENTATIVES:

Initiator (College representative with authority to initiate the request for engagement for Services to be rendered pursuant to this Agreement):

Signature: _____ **Date:** _____

Print Name: _____

Budget Manager (Directors, Deans, etc. with approval authority under \$5,000):

Signature: _____ **Date:** _____

Manager (Vice-Presidents, Presidents, etc. with approval authority over \$5,000):

Signature: _____ **Date:** _____

CAMPUS REPRESENTATIVES:

Campus Director of Administration:

Signature: _____ **Date:** _____

Campus Director of Human Resources:

Signature: _____ **Date:** _____

DISTRICT OFFICE REPRESENTATIVES:

Interim Vice Chancellor, Human Resources:

Signature: _____ **Date:** _____
Dena Rhoades

Interim Chief Financial Officer:

Signature: _____ **Date:** _____
Mike Giacomini



KERN COMMUNITY COLLEGE DISTRICT OFFICE OF HUMAN RESOURCES

Independent Contractor Checklist

- A. Required documentation for contractors operating as corporation, non-profit entity, partnership, association or Doing Business as (DBA). If the contractor provided a product or supplies, rather than services, complete Item 3 only.

1. KCCD's Agreement with Independent Contractor or a specially negotiated agreement. Either must be signed by the Assistant Chancellor, Business Services and Director of Human Resources.
2. Business license, if required, fictitious business name statement, business card and/or business letterhead. Provide any of the above.
3. Brief description of services provided.
To provide Reserve Officer Services six (6) hours a day (Monday - Thursday) for Porterville College campus security / patrol.

IF THE RESPONSES/DOCUMENTATION FOR NUMBERS 1-3 OBVIOUSLY SUPPORT THE CATEGORIZATION OF AN INDEPENDENT CONTRACTOR, YOU MAY STOP. YOU DO NOT NEED TO RESPOND TO OR DOCUMENT ANY OF THE FOLLOWING COMMON LAW QUESTIONS.

- B. "Common Law Questionnaire" Please complete the following IRS 20 Common Law Questions. Also, Educational Administrators carefully read the "Who are Employees" document before completing the questionnaire, and refer to Page 10 of "Who Are Employees" for factors that indicate the right to direct and control. Where your answer is 'yes', please provide a detailed rationale.

IF THE ANSWERS ARE 'NO' FOR ALL QUESTIONS EXCEPT 15 & 16, THE POSITIONS SHOULD BE AN INDEPENDENT CONTRACTOR.

1. If a contractor is required to comply with instructions concerning when, where, and how he/she is to complete the work, that individual is generally an employee. Does the District require the contractor providing services to comply with instructions concerning when, where, and how the work is done? NO ☐ YES ☒ (If yes, please explain)
2. Training workers indicates that the workers are expected to perform their work in a specific manner or method. Does the District require the contractor to receive training? NO ☒ YES ☐ (If yes, please explain)



3. If the contractor's services are integrated into the business operations of the District, this generally shows that he/she is subject to direction and control. Are the services performed integrated into the KCCD business operations? NO ☒ YES ☐ (If yes, please explain)
4. If the services must be performed personally, it generally means that the employer will exercise control over the methods. Is the contractor required to personally perform services? NO ☐ YES ☒ (If yes, please explain)
A Reserve Police Officer will provide safety and security to Porterville College.
5. Contractors may hire, supervise and pay other workers. This is indicative of an independent contractor status. Is the District responsible for supervising and paying any of the contractor's assistants? NO ☒ YES ☐ (If yes, please explain)
6. A continuing relationship between a contractor and the District is a factor indicating control. Is the relationship between contractor and KCCD a continuing relationship (year-to-year)? NO ☐ YES ☒ (If yes, please explain)
A Reserve Police Officer will be assigned to Porterville College for the duration of this contract (July 1, 2022 - June 30, 2024).
7. Does KCCD dictate the hours of work? NO ☐ YES ☒ (If yes, please explain)
KCCD and the Porterville Police Department have a mutually agreed upon schedule for the Reserve Police Officer.
8. If a contractor is compelled to devote full attention and time to the performance of District business and is not free to attend to any of his/her other gainful work, then essentially full-time hours are required. Is contractor required to work full-time to provide services to KCCD? NO ☒ YES ☐ (If yes, please explain)
9. Is the majority of work performed at a designated location at KCCD? NO ☐ YES ☒ (If yes, please explain)
The Reserve Police Officer will be assigned to Porterville College Campus.
10. An employee/employer relationship is indicated when the worker is not free to follow his/her own pattern of work. Does the District determine the steps or sequence in which the work is completed? NO ☒ YES ☐ (If yes, please explain)
11. If a worker is required to submit oral or written reports, this indicates a desire to control by the District. Is contractor required to provide oral or written reports? NO ☐ YES ☒ (If yes, please explain)
Any and all written reports will be submitted to the Porterville Police Department.



12. Is contractor paid by the hour, week, month, or agreed contract amount, using installment payments? Please explain:
The Reserve Police Officer will be paid hourly at the rate of \$33.00, not to exceed 960 hours annually.
13. When business and traveling expenses are directly paid by the District rather than reimbursed according to the contract, then the contractor is generally considered to be an employee. Is business or traveling expenses directly paid by KCCD?
NO ☒ YES ☐ (If yes, please explain)
14. When the District furnishes the significant tools, materials and other equipment, and employer/employee relationship exists. Does contractor require significant use of KCCD equipment, supplies, and/or tools to complete work? NO ☒ YES ☐ (If yes, please explain)
15. Does contractor have a significant investment in his/her own facilities and equipment?
NO ☒ YES ☐ (If no, please explain)
16. The person who can realize a profit or suffer a loss as a result of his/her services is generally an independent contractor. Is contractor capable of gaining a profit or suffering a loss from the contract with KCCD? NO ☒ YES ☐ (If no, please explain)
17. Persons who work for a number of individuals or firms at the same time are generally independent contractors. Does the contractor work solely for the District during the calendar year? NO ☐ YES ☒ (If yes, please explain)
The Reserve Police Officer is employed by the City of Porterville - Porterville Police Department, assigned specifically to Porterville College Campus.
18. The fact that a person makes his/her services available to the general public on a regular basis usually indicates an independent contractor relationship. Does the District structure the work in such a manner as to require full-time hours for the calendar year or during the contract period? NO ☒ YES ☐ (If yes, please explain)
This agreement may be terminated by either party with or without cause and for any or no reason upon (30) days' written notice to the other party.
19. An independent contractor cannot be discharged so long as he/she produces a result that meets contract specifications. Does KCCD have the right to terminate contractor for reasons not based on contract specifications? NO ☐ YES ☒ (If yes, please explain)
This agreement may be terminated by either party with or without cause and for any or no reason upon (30) days' written notice to the other party.
20. To be able to terminate a working relationship without incurring a liability is a factor indicating that an employee/employer relationship exists. Does KCCD have the right to terminate without liability? NO ☐ YES ☒ (If yes, please explain)
This agreement may be terminated by either party with or without cause and for any or no reason upon (30) days' written notice to the other party.



IRS SECTION 530-SAFE HARBOR RULE

The "Safe Harbor" rules apply where past practice in an industry recognizes a trade, profession, or service provider as being an independent contractor. If the decision to categorize this individual is based on known industry practice, please provide the required documentation/information to justify this decision. Below is a list of the information required to apply the Safe Harbor rule:

1. List other California Community Colleges that categorizes individuals working in a similar capacity as independent contractors. Please list names and current title of the contact person. Establish and document when the practice began. Collect any written procedures or policies that the school may have.
2. Describe any personal experience and knowledge with this practice within the trade or profession gained from interviews, industry tax literature, seminars, legal readings, etc. that would substantiate this categorization. (Please attach documentation)

My signature below indicates my agreement that this individual is appropriately categorized as an Independent Contractor.

Educational Administrator (Signature & Date)

Director of Human Resources (Signature & Date)

I have read the Independent Contractor Checklist and agree with the categorization of Independent Contractor for the services that I will be providing Kern Community College District.

Independent Contractor (Signature & Date)

Police Department

350 North "D" Street
Porterville, CA 93257
(559) 782-7400/FAX (559) 784-1070
www.PortervillePolice.com

Jake Castellow

Chief of Police



June 29, 2022

To Whom it May Concern,

As of July 1, 2022, the updated cost for the service of one sworn Reserve Police Officer for Porterville College is \$33 per hour. This rate is not to exceed a maximum of 960 hours, with a not to exceed amount of \$32,000. This agreement will be valid from July 1, 2022 and will conclude June 30, 2024.

Sincerely,

Jake Castellow
CHIEF OF POLICE

Porterville Police Department Mission Statement

The members of the Porterville Police Department are committed to the safety and security of the community while providing quality service with excellence, honesty and integrity.

Kern Community College District-Agreement with Independent Contractor
Indemnity Addendum

The District shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the assigned officer's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the City, or the gross or willful misconduct of the assigned officer.

The City shall indemnify, defend, and hold harmless the District, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigations (including without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the City of the gross or willful misconduct of the assigned officer during the performance of work hereunder.

If the District rejects a tender of defense by the City and/or the assigned officer under this Agreement, and it is later determined that the City and/or the officer breached no duty of care and/or was immune from liability, the District shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a liability claim, with or without participation by the District.

The parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or its assigned officer that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) the City or the assigned officer and the absence of the assigned officer and/or patrol vehicle is not a material breach of this Agreement neither the City nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement⁴ of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authored agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement at the level of City Manager or City Attorney or equivalent.

Representative

Kern Community College District obo Porterville College

Jake Castellow, Chief of Police

Date

Date



CITY COUNCIL AGENDA – JULY 19, 2022

SUBJECT: Request for Renewal of Accela PublicStuff Three 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-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.

With the current contract set to expire on September 16, 2022, Accela has provided the City with a three-year renewal quote. The three-year contract offers a three percent (3%) increase per year. Year 1 is \$12,467.69, Year 2 is \$12,841.72 and Year 3 is \$13,226.98. Entering into a multi-year agreement is less expensive than entering a one-year contract with a higher increase. 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-year contract with Accela for the PublicStuff Pro application.

Funding for the contract renewal is included in the adopted Fiscal Year 2022-2023 budget under the Community Promotions account.

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

ATTACHMENTS: 1. Accela Renewal Order Form 2022-2025

Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

Final Approver: John Lollis, City Manager



2633 Camino Ramon, Suite 500
San Ramon, CA, 94583

Proposed by: Caitlin Carter
Contact Phone: (925) 359 - 3411
Contact Email: ccarter@accela.com
Quote ID: Q-26678
Valid Through: 8/17/2022
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 Name: Terry Mendez
Billing Phone: (559) 782-7466
Billing Email: tmendez@ci.porterville.ca.us

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
PublicStuff Pro	Year 1	9/17/2022	9/16/2023	12	\$12,467.69	1	\$12,467.69
TOTAL:							\$12,467.69

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
PublicStuff Pro	Year 2	9/17/2023	9/16/2024	12	\$12,841.72	1	\$12,841.72
TOTAL:							\$12,841.72

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
PublicStuff Pro	Year 3	9/17/2024	9/16/2025	12	\$13,226.98	1	\$13,226.98
TOTAL:							\$13,226.98

Pricing Summary

Period	Net Total
Year 1	\$ 12,467.69
Year 2	\$ 12,841.72
Year 3	\$ 13,226.98

Total	\$ 38,536.39
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Renewal Terms/Information:

General Information	
Governing Agreement(s)	This Order Form will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired or have otherwise been terminated, the following terms at https://www.accela.com/terms/ will govern as applicable, based on the Customer's purchase.
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 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 location.

Purchase Order	If Customer requires PO number on invoices, it must be provided below and Customer must provide a copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.
	PO#

Signatures	
Accela, Inc.	Customer
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:



CITY COUNCIL AGENDA – JULY 19, 2022

SUBJECT: Renewal of HR Test Rental and Use Agreement Between City of Porterville and CPS HR Consulting

SOURCE: Administrative Services

COMMENT:

As a public agency, the City hires personnel via a merit-based civil service selection system, which generally includes a minimum qualification application review process, written examination, and panel interview. Protecting against adverse impact and ensuring the validity and reliability in this process is critical. In order to achieve this and maintain the integrity of its recruitment process, the City utilizes the services of CPS HR Consulting.

The City's contract with CPS HR Consulting expired in June 2022. The terms of the proposed two-year agreement remain the same with no annual fee, nor any increase in costs for the bank of tests that the City utilizes. It is important to note that the agreement requires that the City pay a rental fee for only those tests it uses. A copy of the proposed agreement is provided herein for City Council's consideration.

RECOMMENDATION: That the City Council authorize the two-year renewal of the Test Rental and Use Agreement with CPS HR Consulting, and authorize the Administrative Services Director to sign on behalf of the City.

ATTACHMENTS: 1. CPS Agreement

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

TEST RENTAL AND USE AGREEMENT

This Test Rental and Use Agreement (“Agreement”) is by and between Cooperative Personnel Services, dba CPS HR Consulting, a California Joint Powers Authority (“CPS HR”) and the Agency or Organization named in the signature block at the end of the Agreement (“Client”).

- A. **Purpose.** This Agreement defines CPS HR test rental, use and security policies and procedures.

CPS HR develops and rents tests for a number of purposes and in a number of formats (including but not limited to print and electronic media). For that reason, some of the below paragraphs apply under certain circumstances. But, unless specifically limited, each paragraph applies to all testing purposes and formats.

- B. **Ownership of CPS HR Tests.**

1. CPS HR owns all rights, title and interest, including copyrights, in all tests provided under this Agreement. They are the property of CPS HR and shall remain the property of CPS HR, even while in the custody of Client.
2. Additionally, tests that have been constructed or modified based on information provided by the client shall not be considered works made for hire, as that term is defined under U.S. Copyright Law. CPS HR shall own all rights, title and interest, including the copyright, in any test it creates for the Client.
3. Ownership of tests specifically developed for a client and of individual test questions supplied by Client, if any, shall be governed by a separate Agreement between CPS HR and Client.

- C. **Test Materials.** Test Materials consist of all used and unused test booklets, proctors instructions, proctors manuals, scoring instructions, key sheets, key overlays, keyed booklets, scoring keys, instructions, CDs (for oral tests), and any other materials generated at the test administration, such as completed answer sheets (if applicable), scratch paper, note paper and the like.

- D. **Test Security.** CPS HR security standards are designed to protect the mutual interests of all Clients that use Test Materials as well as the interests of applicants who take CPS HR tests. In order that no person may gain special advantage by having improper access to the material, all users must sign this Agreement and agree to fulfill its terms, before the Agreement is effective.

1. Client agrees to take all reasonable and diligent steps to keep CPS HR tests, sample tests, and testing processes confidential and free from unauthorized access and use. This includes, but is not limited to, client agreeing not to divulge, convey, copy in whole or part, duplicate, convert to another format or medium, or otherwise disseminate tests, portions of tests, or test materials.
2. For on-line tests, client further agrees to take all reasonable and diligent steps to prevent any modification to or reverse engineering of the testing software, and any transfer, storage or dissemination of tests or testing software and data on any storage medium or computer server other than those specifically authorized by CPS HR.
3. Should Client suspect any breach of test security, Client agrees to immediately notify CPS HR and immediately take all steps necessary to preserve

evidence of or related to the breach, whether physical or electronic.

- E. **Test Review, Ordering and Administration.**

1. **Review Copies.** Review of CPS HR tests, regardless of format, is subject to the test security standards.

- (a) **Test Rental Division:** To help in deciding whether to rent exams, Client may review CPS HR stock tests and other stock test materials free of charge (e.g., stock supplements, structured interview packages, and specialized item sets).
- (b) **SLPP:** CPS HR does not offer review copies of the Spanish Language Proficiency Program (SLPP) tests. However, for new clients, CPS HR can provide a sample written test booklet showing the different components of the test.
- (c) **On-line Testing:** To help in deciding whether to utilize on-line testing, Client may review sample on-line tests free of charge.

2. **Ordering Testing Materials and Scheduling of Examinations.**

- (a) **Test Rental Division:**

- (i) To ensure materials are received in time, Client must notify CPS HR at least 10 business days prior to the test date of the total number of candidates in each job classification to be tested. If orders are placed less than 10-business-days prior to the test date, rush shipment charges may apply and timely delivery cannot be guaranteed.
- (ii) Client shall rent one test booklet per candidate to be tested. CPS HR shall provide Client with Test Materials including instructions for administering the test, sufficient test booklets and any other material CPS HR deems necessary.

- (b) **On-line Testing:**

- (i) To ensure Client equipment is functioning and capable of administering on-line testing, Client must request testing from CPS HR at least 10 business days prior to the test date on the first time Client utilizes on-line testing. After Client has successfully used on-line testing, 5 working days notice is normally sufficient for subsequent testing.
- (ii) Client recognizes that CPS HR has no control over the functioning of the internet, and any problems with on-line testing due to the failure thereof are not attributable to CPS HR.



3. After the test date.

(a) Test Rental Division:

- (i) Within 10 business days of the test date, Client shall return to CPS HR all Test Materials including all materials provided by CPS HR for the test administration.
- (ii) Client shall not reuse printed tests on the test date or on any other date but shall return Test Materials to CPS HR, whether or not the test was administered.

(b) On-line Testing:

- (i) After the scheduled test date(s), CPS HR will suspend access to the on-line test site.
- (ii) Within 10 business days of the test date, Client shall destroy all CPS HR Test Materials including scratch paper and note paper in a way that make the materials unrecoverable.

F. Billing, Pricing, and Payment.

- 1. CPS HR shall bill Client at the billing address provided in Exhibit A, unless notified in writing of a new billing address.
- 2. The bill shall be derived from the most current applicable Rate Sheet (s): Exhibit B for Test Rental, Exhibit C for Special Services, Exhibit D for Online Skills, and Exhibit E for Personality. Client acknowledges and understands that the Test Price List(s) are only effective as of the date shown each of them and are subject to change.
- 3. Client shall be billed for any work done on a canceled or postponed test up to the time CPS HR is notified of such cancellation or postponement. Under certain circumstances, and in CPS HR's sole discretion, credit may be given for work already performed if the test is rescheduled.
- 4. CPS HR may charge Client for lost or compromised tests if Test Materials are not returned according to 3(a) above. Client shall be liable for the actual cost associated with the creation of a substantially similar replacement test up to a maximum of \$15,000.
- 5. Client agrees to and shall pay all invoices within thirty (30) days of receipt of invoice.
- 6. Credits. For each unopened package of stock exams that is returned, a \$35.00 credit will be generated that can be applied towards the current or future test order. Credit has no cash value and will expire 12 months after the issue date.

G. Candidate Inspections

1. Test Materials.

CANDIDATE INSPECTION OF TEST MATERIALS SHALL **NOT** BE ALLOWED EXCEPT IN CASE OF ANSWER SHEETS AS DESCRIBED BELOW

2. Answer Sheets.

- (a) If a candidate files a protest regarding the scoring of his or her test, inspection of a candidate's own answer sheet(s) for the purpose of detecting whether any clerical or other error has been made in the scoring of the answer sheets shall be allowed, upon request by the Client, for a 10-business-day period immediately following the notification to the candidate of test results.
- (b) Candidates are not allowed to review the question booklet during this inspection period.

- (c) Not more than one hour will normally be allowed for answer sheet(s) review. A representative of Client's Personnel or Administrative office shall be present to assure that no changes or marks of any kind are made by the candidate on the answer sheet(s) or keyed answer sheet.

H. Client Responsibilities.

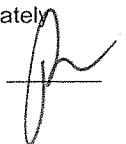
- 1. Client shall perform all parts of the testing process which are not performed by CPS HR. Client has the responsibility for assuring that the testing process performed by Client conforms to any applicable laws, rules or ordinances, and for the test as a whole. Under the federal Uniform Guidelines on Employee Selection Procedures, the Client as test user is responsible for local validation efforts (e.g., SME review, job analysis studies) and the results of the selection process, and Client understands and acknowledges that it must be prepared to demonstrate that the process is valid and meets other testing standards if it adversely affects groups protected by fair employment laws.
- 2. Client is responsible for insuring that all persons who handle or have access to Test Materials in any capacity for Client shall do so in compliance with this Agreement, and are trained to handle Test Materials and administer tests before they do so.
- 3. CPS HR retains score reports for 60 days after each test administration date. Test users must maintain the appropriate documentation of score report information for agency record purposes.
- 4. Client is responsible for making determinations regarding the merit of candidate appeals. CPS HR can assist with researching candidate appeals at the specified hourly rate.

I. Legal Proceedings Involving Test Materials.

- 1. If Client receives notice of any administrative or court proceeding involving a CPS HR test, or a request for disclosure of Test Materials, such as a subpoena, or a public records or freedom of information request, Client shall notify CPS HR of such request immediately and well before a response is due.
- 2. Upon CPS HR request, Client shall maintain the confidentiality of the Test Materials pending the grant or denial of a protective order or the decision of a court or administrative body as to whether the requested Test Materials must be disclosed under the applicable public records statute.
- 3. Client shall cooperate with CPS HR in seeking any relief necessary to maintain the confidentiality of the Test Materials.
- 4. Client shall indemnify and hold CPS HR harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorney fees and costs) arising out of or in connection with administration of a test, or with maintaining confidentiality of Test Materials.

J. Term and Termination of Agreement.

- 1. Term. This Agreement is effective beginning the date it is signed by both parties and continuing for two years thereafter unless earlier terminated by either party as stated below.
- 2. Immediate Termination upon Material Breach. Either party may terminate this Agreement immediately



upon any material breach by the other party. For purposes of this Agreement, but without limiting the meaning of material breach, any breach of the test security provisions, however minor, shall be considered a material breach. Client understands and acknowledges that immediate termination by CPS HR may result in the withholding or recall of Test Materials.

3. Termination Without Cause. CPS HR and Client may terminate the Agreement without cause upon thirty days written notice to the other party.
4. Return of Test Materials. Upon termination of the Agreement, Client shall immediately return to CPS HR any Test Materials that it possesses.

K. Miscellaneous.

1. **Notices.** Any notice to the parties required or permitted under this Agreement shall be given in writing and shall be sent to Client at the address provided for the Principal Signer and to CPS HR at 2450 Del Paso Rd., Ste. 160, Sacramento, CA 95834.
2. **Dispute Resolution; Remedies.**
 - (a) In the event of a dispute, the parties may agree to pursue mediation or either binding or nonbinding arbitration to resolve their dispute, under such rules as the parties may agree.
 - (b) Client acknowledges that breach of this Agreement may result in irreparable harm to CPS HR for which damages would be an inadequate remedy and, therefore, in the event of a breach, in addition to its rights and remedies otherwise available by law, CPS HR shall be entitled to seek equitable relief, including injunction.
3. **Attorneys Fees.** If any legal action or arbitration or other proceeding is brought to enforce or construe the term of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or

prevailing party shall be entitled to recover reasonable attorneys fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

4. **Waiver.** The failure of any party at any time or times to require performance of any provisions of this Agreement shall in no manner affect its right to enforce such provision at a later time. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself. No waiver shall be enforceable unless made in writing and signed by the party granting the waiver.
5. **Entire Agreement; Modifications.** This Agreement constitutes the entire Agreement between the parties regarding the subject matter hereof and supersedes all other Agreements, representations and warranties. All modifications and supplements to this Agreement must be in writing and signed by both parties.
6. **Counterparts; Facsimile Signature; Electronic Signature.** This Agreement may be executed in any number of counterparts. If this Agreement or any counterpart is signed and then faxed or e-mailed by PDF or otherwise, the faxed or e-mailed copy bearing the signature shall be as good as the original wet-ink signed copy for all intents and purposes.
7. **Interpretation; Jurisdiction.** This Agreement shall be interpreted and enforced under the laws of the State of California and jurisdiction shall be in Sacramento County, California. The Agreement shall be interpreted in a fair and balanced manner to best preserve its intent, and without bias against the drafter.
8. **Authority to Sign.** The person signing this Agreement on behalf of the Client (the Principal Signer) represents that he or she is the head of the agency or is otherwise duly authorized to sign this Agreement and to bind the Client.

Principal Signer By signing below, I represent that the persons(s) listed in Exhibit A and on any attached sheets is/are authorized to handle CPS HR Test Materials on Clients behalf. I affirm that I will handle all CPS HR Test Materials in accordance with the terms of the CPS HR Test Rental Agreement then in effect, and that I will ensure all individuals handling and/or administering tests are properly trained.

**Cooperative Personnel Services dba
CPS HR Consulting,
A California Joint Powers Authority**

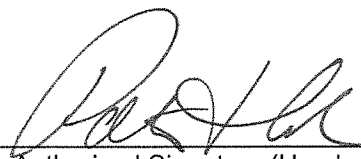
By: _____
Authorized Signature

Name: Amy Bigone

Title: Test Rental Program Manager

Date: _____

Client

By: 
Authorized Signature (Head of Agency)

Name: Patrice Hildreth

Title: Deputy City Manager

Email: phildreth@ci.porterville.ca.us

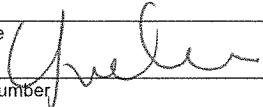
Date: 6/23/22

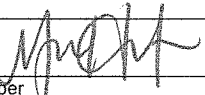
Client Initials 

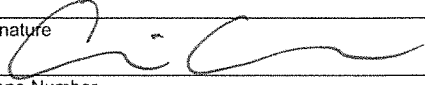
Exhibit A

Authorized Representative(s) *(use an additional page if needed)* By signing as an Authorized Representative, I affirm that I will handle all CPS HR Test Materials in accordance with the terms of the CPS HR Test Rental Agreement then in effect.

Name, Title Patrice Hildreth, Deputy City Manager	Signature 
E-mail Address phildreth@ci.porterville.ca.us	Phone Number 559-782-7447

Name, Title Yuliana Andrade, Admin Analyst I	Signature 
E-mail Address yandrade@ci.porterville.ca.us	Phone Number 559-782-7444

Name, Title Griselda Hurtado, HR Aide	Signature 
E-mail Address ghurtado@ci.porterville.ca.us	Phone Number 559-782-7443

Name, Title Aileen Calderon, HR Aide	Signature 
E-mail Address acalderon@ci.porterville.ca.us	Phone Number 559-782-7465

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

II. Billing Contact

Contact Name and Title Griselda Hurtado, HR Aide	
Agency City of Porterville	
Street Address, City, State, Zip 291 N Main St. Porterville, CA 93257	
E-Mail ghurtado@ci.porterville.ca.us	Phone Number 559-782-7443

III. Physical Address

Agency / Department Name City of Porterville, Administrative Services Department
Street Address, City, State, Zip 291 N Main St. Porterville, CA 93257

Exhibit B
CPS HR Test Rental Division Rates
Effective January 2022 - Subject to Change

	STOCK TESTS	SEMI-STOCK TESTS	CUSTOM TESTS	AGENCY TESTS
Base Fee (per order) ‡	\$295.00	\$595.00	\$995.00	\$350.00
1-100 Candidates (per candidate)	\$9.00	\$14.00	\$15.00	\$10.00
101-500 Candidates (per candidate)	\$8.50	\$13.00	\$14.00	\$9.50
501+ Candidates (per candidate)	\$8.00	\$12.00	\$13.00	\$9.00
New Item Writing/Entry	N/A	N/A	\$35 per item	N/A
Pick Up/Handling	5%	5%	5%	5%
Standard Shipping/Handling **	10%	10%	10%	10%
Expedited Shipping/Handling **	15%	15%	15%	15%
Shipping outside contiguous U.S.	20%	20%	20%	20%

Entry-Level Law, Entry-Level Fire and Entry-Level Clerical Candidate Materials (available online through Candidate Resource Center)	
Online Preparation Manuals	Online Practice Test
\$3.00 if purchased by client \$5.00 if purchased by candidate	\$10.00 if purchased by client \$15.00 if purchased by candidate

*CPS HR will apply a credit of \$35.00 for each **UNOPENED package of Stock Exams** of test booklets on the current or future **STOCK test order** (see additional terms listed on F.6.).

**Standard shipping applies to orders placed at least 10 business days prior to test date. Expedited shipping applies to orders placed less than 10 business days prior to test date.

‡ Base fee includes the following at no additional charge: Proctor's Manual, Scoring Manual, CPS HR Scoring, CPS HR answer sheets and a scoring report.

Online Testing Option for Written Exams*				
	Stock Tests	Semi-Stock Tests	Agency Tests	Custom Tests
Administrative Set Up Fee (per order)	\$95.00	\$95.00	\$95.00	\$95.00
One Time Exam Set Up Fee	N/A	\$595.00	\$350.00	\$995.00
Per Candidate Fee	\$15.00	\$15.00	\$15.00	\$15.00
Title Change (optional)	\$25.00	N/A	N/A	N/A
Additional Supplement (optional)	\$50.00	N/A	N/A	N/A

* The one time set-up fee will be applied for the first online administration of a semi-stock, agency or custom test.

* All exams must be administered in a proctored environment

Exhibit C
CPS HR Special Services
Effective January 2022 - Subject to Change

REMOTE PROCTOR SERVICES		
	Agency Price	Candidate Price
Administrative Set Up Fee (per order)		\$75.00
1 hour test (per candidate)	\$22.50	\$25.50
1 – 2 hour test (per candidate)	\$30.00	\$33.00
2 – 3 hour test (per candidate)	\$38.75	\$41.75
Over 3 hour test (per candidate)	\$47.50	\$50.50
Take it Now Premium Scheduling (Additional Fee as applicable per candidate)	\$12.00	\$12.00
Take It Soon Premium Scheduling (Additional Fee as applicable per candidate)	\$8.00	\$8.00

SPECIAL SERVICES	
Candidate Appeals Support	\$130 per hour
Cover Change – Stock Exams Only	\$100 base fee (unopened returned books will NOT qualify for a credit)
Re-Scoring/Hand-Scoring of Answer Sheet	\$ 30.00 (Requested directly by Agency)
Review Copies (Hardcopies sent via FedEx)	\$25.00 per order (online review copies are provided at no charge)
Scoring Keys	\$10.00 per Overlay, Key Sheet provided at no additional cost
Spanish Language Proficiency Oral Exam	\$295.00 Base Fee + \$120 per candidate (Professional Scoring Included)
Stock Supplements	\$ 2.00 per book when ordered with a Stock test
Structured Interview Packages	\$595.00 Base Fee + \$15.00 per candidate
Supplemental Orders	\$25 base fee, candidate count fee, and shipping/handling
Writing Proficiency Exam	\$ 350.00 Base Fee + \$ 15.00 per candidate (Professional Scoring included)
Non-specified special Services	CALL FOR DETAILS - Billed at the following rates Consultant Time \$130/hour Technician Time \$ 75/hour

Exhibit D

CPS HR On-line Skills Test Pricing Schedule Effective January 2022 - Subject to Change

ONLINE SKILLS TEST	
	Single-Subject Test
Administrative Set Up Fee (per order)	\$95.00
Per Candidate Fee	\$15.00

Exhibit E

CPS HR On-line Personality Test Pricing Schedule Effective January 2022 - Subject to Change

PERSONALITY TEST	
Report Option	Price Per Candidate
General Employability Report (if used with stock exam)	\$7.50
General Employability Report (if used without a stock exam)	\$10
Advantage Report	\$15
Express Report	\$55
Potential Report	\$155
Challenge Report	\$155
Values Report	\$155
Leader Basis	\$205
Leadership Forecast (includes Potential, Challenge and Values reports)	\$410
Coaching Report	<i>Free with order of Leadership Forecast Report</i>

Test Rental Contact Information:

CPS HR Consulting
Attn: Test Rental Division
2450 Del Paso Rd., Ste. 160, Sacramento CA 95834

Telephone: 916.263.1800 / Toll Free 866.867.5272
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CITY COUNCIL AGENDA – JULY 19, 2022

SUBJECT: Reaffirm Conditions of State Assembly Bill 361 to Continue Remote Attendance at Public Meetings

SOURCE: City Manager's Office

COMMENT:

During the prior eighteen (18) months, the City Council and its legislative bodies have conducted teleconferencing meetings as allowed pursuant to a series of Executive Orders, the most recent which expired on September 30, 2021 (Executive Order N-08-021, issued June 11, 2021), which waived all physical presence requirements under the Brown Act as a means of limiting the spread of COVID-19. Pursuant to adopted State law effective September 30, 2021, Assembly Bill 361 (AB 361), extends the authority of public agencies to conduct meetings by teleconference, including video conference, without compliance with all of the Brown Act's limitations on such meetings, which the status of emergency resulting from the COVID-19 pandemic and accompanying recommendations for social distancing remain in place. Consistent with AB 361, the Council must adopt a Resolution consistent with the Governor's State of Emergency, and must review and renew such Resolution every thirty (30) days thereafter. AB 361 will sunset on January 1, 2024. The Council last adopted its Resolution consistent with AB 361 at its meeting on June 20, 2022.

RECOMMENDATION: That the City Council consider adoption of the draft Resolution to continue allowing the option to participate in the City's public meetings remotely through the use of the teleconferencing provisions of AB 361.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

Final Approver: John Lollis, City Manager

RESOLUTION ____-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY ASSEMBLY
BILL 361 ISSUED ON SEPTEMBER 16, 2021, AND AUTHORIZING REMOTE
TELECONFERENCE MEETINGS OF ALL LEGISLATIVE BODIES OF THE CITY OF
PORTERVILLE FOR THE PERIOD OF THIRTY (30) DAYS PURSUANT TO BROWN
ACT PROVISIONS

WHEREAS, the City Council is committed to preserving and nurturing public access and participation in meetings of all City of Porterville legislative bodies; and,

WHEREAS, all meetings of the City's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950-54963), so that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business; and,

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(s), subject to the existence of certain conditions; and,

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and,

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme period to the safety of persons and property within the jurisdictions that are within the City's boundaries, caused by natural, technological, or human-caused disasters; and,

WHEREAS, it is further required that State or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and,

WHEREAS, a State of Emergency has been proclaimed by the Governor of the State of California; and,

WHEREAS, State and local officials continue to promote social distancing measures and City's conference chambers limited capacity would present imminent risk to health and safety of attendees; and,

WHEREAS, as a consequence of the State emergency, the City does hereby find that the legislative bodies of the City shall conduct their meetings without compliance with paragraph three (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph two (2) of subdivision (c) of section 54953; and,

WHEREAS, the City will give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body; and,

WHEREAS, the legislative body will not take any further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored; and,

WHEREAS, the legislative body will not require public comments to be submitted in advance of the meeting and specifies that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time; and,

WHEREAS, the legislative body will not close the public comment until the public comment period has elapsed or until a reasonable amount of time has elapsed as specified.

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

SECTION 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference; and,

SECTION 2. Ratification of Governor's Proclamation of a State of Emergency. The City hereby ratifies the Governor of the State of California's Proclamation of March 2, 2020; and,

SECTION 3. Remote Teleconference Meetings. The City Manager and legislative bodies of City of Porterville are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act; and,

SECTION 4. Effective Date of Resolutions. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of August 18, 2022, or such time the Council adopts a subsequent Resolution in accordance with Government Code section 54953 (e)(3) to extend the time during which the legislative bodies of City of Porterville may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED, APPROVED, AND ADOPTED this 19th day of July, 2022.

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____

Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – JULY 19, 2022

SUBJECT: Status and Review of Local Emergency: Drought

SOURCE: City Manager's Office

COMMENT:

At its meeting of May 5, 2015, the City Council took action to approve a Resolution Declaring a Drought Emergency in the City of Porterville. At its meeting of June 20, 2022, the Council reviewed the status of existence of local emergency, and acted to continue its Resolution of local emergency.

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 twenty-five percent (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 twenty-five (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 thirty-two percent (32%) to twenty-six percent (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.

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 fifty-five (55) gallons per-person per-day in 2022, reducing to 52.5 gallons per-person per-day in 2025, and finally to fifty (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 will need to submit its plan for compliance for approval by the State Water Resources Control Board.

On March 5, 2021, Secretary Vilsack of the United States Department of Agriculture federally-designated Tulare County as a primary natural disaster area due to ongoing drought conditions. On April 21, 2021, Governor Newsom issued a State of Emergency Proclamation due to drought conditions, including Tulare County. On April 27, 2021, the Tulare County Board of Supervisors adopted a Resolution Proclaiming a Local Emergency due to severe drought conditions. On January 4, 2022, the State Water Resources Control Board adopted emergency regulations to supplement voluntary water conservation.

On March 28, 2022, Governor Newsom issued Executive Order N-7-22, that requires the state's largest water providers (including the City of Porterville) to put in place "Level 2" of water shortage contingency plans, which the City is currently in "Level 4." On June 10, 2022, the State Water Resources Control Board adopted emergency regulations to prohibit the watering of nonfunctional or purely decorative grass in commercial, industrial or institutional properties with potable water.

Initially within the city of Porterville, twenty-six (26) residences within the city were 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 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 initial 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 five hundred (500) single-family residential units. The City indicated its significant interest that the E. Vandalia Avenue area and its eighty (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. On May 7, 2022, Tulare County OES notified the City that due to deteriorating conditions across the county involving small water systems dependent upon the Friant-Kern Canal that may result in the complete lack of water or "Do Not Drink" orders, the State and County may have to invoke the provision of water from the well.

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 forty (40) homes that are located along existing City water mains. Subsequently, the State officially requested that the City approve the connection of an additional thirty (30) residences as part of the first immediate connections, for up to a total of seventy (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 its meeting on 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 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 continued to work with County staff toward the transfer of the well's ownership from the County to the City, which at its meeting on April 20, 2021, the Council approved the draft Transfer Agreement subject to the City Attorney's final form.

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, twenty-three (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 eight hundred (800) residences in East Porterville to the City's water system.

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 began on the project. At its meeting on October 1, 2019, the Council accepted the public works segment of the project in the installation of water mains as complete, with Self-Help and CSET continuing to collaborate on the completion of the individual private connections and abandonment of private wells. City staff has recently been made aware that there may be a couple of additional residences whose wells are dry that are located along existing City water mains or may require further extension of water mains. Staff is coordinating with State staff on addressing these new isolated needs.

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 forty-one (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 30, 2019, 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. At its meeting on October 1, 2019, the Council directed staff to proceed with the amendment of the UDB to facilitate annexation, which a public meeting with the affected residents was conducted on Wednesday, October 9, 2019. At its meeting on April 21, 2020, the Council conducted a Public Hearing and approved Resolutions of approval of the environmental determination and amendment to the UDB to facilitate annexation. At its meeting on June 1, 2021, the Council approved the State Water Board funding agreement for the development of a City-owned production well, distribution mains and water meters to serve each customer, as well as fire hydrants. On July 20, 2021, the City received notification from the State Water Board that the Akin/Central Water Consolidation Project funding agreement had been formally approved and executed.

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 fourteen (14) residences and approximately forty-five (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.

DDW has further reported to the City that the Beverly Grand Mutual Water Company water system, located north of West North Grand Avenue, is experiencing problems with its existing well and water quality issues, and desires its connection to the City's system to serve the thirty-one (31) residences the system serves. 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 has agreed to pay appropriate fees toward developing a capacity development project, which at its meeting of October 3, 2017, the Council approved a purchase agreement with Smee Homes, Inc. for the acquisition of property along the Tule River for the development of a new municipal well. At its meeting of October 1, 2019, the Council approved proceeding with the consolidation of the Beverly Grand water system.

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. City of Porterville Resolution Declaring Local Drought Emergency: May 5, 2015
2. United States Department of Agriculture Drought Natural Disaster Area Designation: March 5, 2021
3. State of California State of Emergency Proclamation: April 21, 2021
4. County of Tulare Drought Local Emergency Resolution: April 27, 2021
5. State Water Resources Control Board: Emergency Regulation - Water Conservation; January 4, 2022
6. Governor Newsom Executive Order N-7-22: March 28, 2022
7. State Water Resources Control Board: Emergency Regulation - Water Conservation; June 10, 2022
8. State Water Resources Control Board Funding Agreement: Akin/Central Water Consolidation Project

Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

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

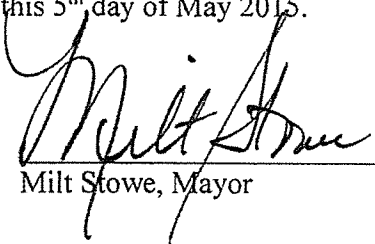
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

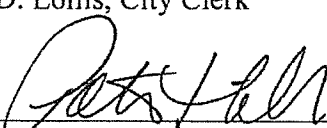
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance, 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



United States Department of Agriculture

Office of the Secretary
Washington, D.C. 20250

March 5, 2021

The Honorable Gavin Newsom
Governor
State of California
Sacramento, California 95814

Dear Governor Newsom:

In accordance with 7 CFR 759.5(a), I am designating 50 California counties as primary natural disaster areas due to a recent drought.

According to the U.S. Drought Monitor (see <http://droughtmonitor.unl.edu/>), these counties suffered from a drought intensity value during the growing season of 1) D2 Drought-Severe for 8 or more consecutive weeks or 2) D3 Drought-Extreme or D4 Drought-Exceptional.

In accordance with section 321(a) of the Consolidated Farm and Rural Development Act, additional areas of your state and adjacent states are named as contiguous disaster counties. Enclosed you will find documentation that provides a detailed list of all primary and contiguous counties impacted by this disaster.

A Secretarial disaster designation makes farm operators in primary counties and those counties contiguous to such primary counties eligible to be considered for certain assistance from the Farm Service Agency (FSA), provided eligibility requirements are met. This assistance includes FSA emergency loans. Farmers in eligible counties have 8 months from the date of a Secretarial disaster declaration to apply for emergency loans. FSA considers each emergency loan application on its own merits, taking into account the extent of production losses on the farm and the security and repayment ability of the operator.

Local FSA offices can provide affected farmers with further information.

Sincerely,

A handwritten signature in blue ink, reading "Tom J. Vilsack", is positioned above the printed name of the Secretary.

Thomas J. Vilsack
Secretary

Enclosure

Disaster Designation Areas for California and Contiguous States

Primary Counties:

California	(50)			
Alameda	Glenn	Marin	Riverside	Solano
Alpine	Humboldt	Mariposa	Sacramento	Sonoma
Amador	Imperial	Mendocino	San Bernardino	Stanislaus
Butte	Inyo	Merced	San Francisco	Sutter
Calaveras	Kern	Modoc	San Joaquin	Tehama
Colusa	Kings	Mono	San Mateo	Trinity
Contra Costa	Lake	Napa	Santa Clara	Tulare
Del Norte	Lassen	Nevada	Shasta	Tuolumne
El Dorado	Los Angeles	Placer	Sierra	Yolo
Fresno	Madera	Plumas	Siskiyou	Yuba

Contiguous Counties:

California	(8)		
Monterey	San Benito	San Luis Obispo	Santa Cruz
Orange	San Diego	Santa Barbara	Ventura

In addition, in accordance with section 321(a) of the Consolidated Farm and Rural Development Act, counties in adjacent states are named as contiguous disaster areas. Those states, counties, and numbers are:

Contiguous Counties in Adjacent States:

Arizona	(3)		
La Paz	Mohave	Yuma	
Nevada	(8)		
Clark	Esmeralda	Mineral	Washoe
Douglas	Lyon	Nye	Carson City
Oregon	(5)		
Curry	Josephine	Lake	
Jackson	Klamath		

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

State of Emergency Proclamation

WHEREAS climate change is intensifying the impacts of droughts on our communities, environment and economy, and California must therefore improve drought resiliency and prepare to respond to more frequent, prolonged, and intense dry periods; and

WHEREAS much of the West is experiencing severe to exceptional drought and California is in a second consecutive year of dry conditions, resulting in drought or near-drought throughout many portions of the State; and

WHEREAS these drought conditions can result in degraded water quality, fallowing of productive farmland, setbacks to vulnerable and rural communities through job losses and longer-lasting recoveries, significant impacts to tribal, commercial, and recreational salmon fisheries, constraints on access to traditional lifeways, loss of aquatic and terrestrial biodiversity, and ecosystem impacts; and

WHEREAS drought conditions vary across the State and some watersheds, including the Russian River and Klamath Basin, are extremely dry and are facing substantial water supply and ecosystem challenges; and

WHEREAS it is necessary to expeditiously mitigate the effects of the drought conditions within the Russian River Watershed, located within Mendocino and Sonoma counties, to ensure the protection of health, safety, and the environment; and

WHEREAS experience in the last drought has demonstrated the value of preparing earlier for potential sustained dry conditions, the need to improve our monitoring and forecasting capabilities, and many other lessons that are captured in the Administration's *Report to the Legislature on the 2012-2016 Drought*; and

WHEREAS the State and its many partners have strengthened drought resilience since the last drought including state investments in water management systems, implementation of the Sustainable Groundwater Management Act, establishment of the Safe and Affordable Fund for Equity and Resilience Program, development of the Administration's *Water Resilience Portfolio*, and continued water conservation by Californians whose current statewide urban water use is 16% lower than at the beginning of the last drought; and

WHEREAS state agencies have been actively responding to current drought conditions and preparing for the possibility of a third dry year including through convenings of the interagency drought team, which was established at my direction, to organize, focus, and track changing conditions, coordinate state agency responses, and work closely with partners across the State; and

WHEREAS under the provisions of Government Code section 8558(b), I find that the conditions caused by the drought conditions, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to appropriately respond; and

WHEREAS under the provisions of Government Code section 8625(c), I find that local authority is inadequate to cope with the drought conditions; and

WHEREAS to protect public health and safety, it is critical the State take certain immediate actions without undue delay to prepare for and mitigate the effects of, the drought conditions within the Russian River Watershed, and under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Proclamation would prevent, hinder, or delay the mitigation of the effects of the drought conditions of the Russian River Watershed, located within Mendocino and Sonoma counties.

NOW THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist in Mendocino and Sonoma counties due to drought conditions in the Russian River Watershed.

IT IS HEREBY ORDERED THAT:

1. To further the success of California's water conservation efforts and increase our drought preparedness, state agencies shall partner with local water districts and utilities to make all Californians aware of drought, and encourage actions to reduce water usage by promoting the Department of Water Resources' Save Our Water campaign (<https://saveourwater.com>) and other water conservation programs.
2. To continue coordination with partners across the State for the potential of prolonged drought impacts, the Department of Water Resources, the State Water Resources Control Board (Water Board), the Department of Fish and Wildlife, and the Department of Food and Agriculture shall work with regional and local governments, including groundwater sustainability agencies, to identify watersheds, communities, public water systems, and ecosystems that may require coordinated state and local actions to address issues stemming from continued dry conditions, to ensure that we can respond to water shortages and protect people, natural resources and economic activity.
3. To continue partnership and coordination with Californian Native American tribes, state agencies shall engage in consultation, collaboration, and communication with California Native American tribes to assist them in necessary preparation and response to drought conditions on tribal lands and potential impacts to cultural and traditional resources within ancestral lands.
4. To prioritize drought response and preparedness resources, the Department of Water Resources, the Water Board, the Department of Fish and Wildlife and the Department of Food and Agriculture, in consultation with the Department of Finance, shall:
 - a. Accelerate funding for water supply enhancement, water conservation, or species conservation projects.
 - b. Identify unspent funds that can be repurposed to enable projects to address drought impacts to people, ecosystems, and economic activities.
 - c. Recommend additional financial support for water resilience infrastructure projects and actions for potential inclusion in the upcoming May Revision.

5. To increase resilience of our water supplies during drought conditions, the Department of Water Resources shall:
 - a. Work with counties to encourage reporting of household water shortages, such as dry residential wells, on the website the Department maintains for that purpose, to enable tracking of drought impacts.
 - b. Work with counties, and groundwater sustainability agencies as appropriate, to help ensure that well drillers submit required groundwater well logs for newly constructed and deepened wells in a timely manner.
 - c. Work with agricultural water suppliers and agricultural water users to provide technical assistance, including implementation of efficient water management practices and use of technology such as the California Irrigation Management Information System.
 - d. Work with urban and agricultural water suppliers to encourage timely submittal by water districts and public posting of urban water management and water shortage contingency plans and agricultural water management and drought plans.
 - e. Accelerate updating the land subsidence data it is providing to support implementation of the Sustainable Groundwater Management Act.
6. To increase resilience of our water systems during drought conditions, the Water Board shall:
 - a. Use its authority, provide technical assistance, and where feasible provide financial assistance, to support regular reporting of drinking water supply well levels and reservoir water levels where the Water Board determines that there is risk of supply failure because of lowering groundwater levels or reservoir levels that may fall below public water system intakes.
 - b. Prioritize the permitting of public water systems that anticipate the need to activate additional supply wells where water quality is a concern and treatment installation needs to proceed to relieve a system's potential supply concerns.
 - c. Provide annual water demand data, information on water right priority, and other communications on water availability on its website.
 - d. Identify watersheds where current diversion data is insufficient to evaluate supply impacts caused by dry conditions, and take actions to ensure prompt submittal of missing data in those watersheds.
7. To address the acutely dry conditions in the Russian River Watershed, the Water Board shall consider:
 - a. Modifying requirements for reservoir releases or diversion limitations in that watershed to ensure adequate, minimal water supplies for critical purposes.
 - b. Adopting emergency regulations to curtail water diversions when water is not available at water rights holders' priority of right or to protect releases of stored water.

For purposes of carrying out this directive, Public Resources Code, Division 13 (commencing with section 21000) and regulations adopted pursuant to that Division are suspended in the counties of Mendocino and Sonoma to the extent necessary to address the impacts of the drought in the Russian River Watershed. The Water Board shall identify the projects

eligible for the suspensions pursuant to this paragraph and maintain on its websites a list of the activities or approvals for which these provisions are suspended.

8. To ensure that equipment and services necessary for drought response in the Russian River Watershed can be procured quickly, the provisions of the Government Code and the Public Contract Code applicable to procurement, state contracts, and fleet assets, including, but not limited to, advertising and competitive bidding requirements, are hereby suspended to the extent necessary to address the effects of the drought in the Russian River Watershed, located within Mendocino and Sonoma counties. Approval of the Department of Finance is required prior to the execution of any contract entered into pursuant to this provision.
9. To increase the resilience of our natural habitats to protect vulnerable species during drought conditions, the Department of Fish and Wildlife shall:
 - a. Evaluate and take actions to protect terrestrial and aquatic species and, wherever possible, work with water users and other parties on voluntary measures to protect species.
 - b. Work to improve State hatcheries and increase water use efficiency on State wildlife areas and ecological reserves to maintain habitat for vulnerable species.
 - c. Respond to human-wildlife interactions related to ongoing dry conditions and increase public messaging and awareness.
 - d. Work with commercial and recreational salmon fishing and tribal representatives to anticipate and develop strategies to mitigate and respond to salmon fishery impacts, with particular emphasis on addressing impacts to salmon fisheries in the Klamath Basin.
10. To support our agricultural economy and food security during drought conditions, the Department of Food and Agriculture shall:
 - a. Provide technical assistance to support conservation planning, on-farm water and energy conservation practices and technologies, including augmenting the State Water Efficiency and Enhancement Program.
 - b. Conduct an economic analysis of drought impacts to agriculture, including land use, jobs, and rural food economies, expanding on existing research done in the last drought to include thorough regional analysis especially in the Central Valley, and in the implementation of the Sustainable Groundwater Management Act and alternative land uses for fallowed land.
 - c. Maintain a web page with drought resources for farmers and ranchers, including the United States Department of Agriculture and other federal and state resources.
 - d. Work with federal agencies to assist Klamath Basin farmers and ranchers contending with reduced water supplies.
11. To ensure the potential impacts of drought on communities are anticipated and proactively addressed, the Department of Water Resources, in coordination with the Water Board, shall develop groundwater management principles and strategies to monitor, analyze, and minimize impacts to drinking water wells.
12. To provide critical information on the different drought conditions across the State, the Department of Water Resources, in consultation with the Department of Fish and Wildlife, the Department of Food and Agriculture,

and the Water Board, shall develop a California Drought Monitor by December 31, 2021, as recommended in the Administration's Report to the Legislature on the 2012-2016 Drought.

13. To prepare for potential salinity issues in the Delta, the Department of Water Resources, in consultation with the Water Board, the Department of Fish and Wildlife, the Delta Stewardship Council, and the Central Valley Flood Protection Board, shall initiate actions necessary to prepare for and address potential Delta salinity issues during prolonged drought conditions.

14. To prepare for potential impacts of drought conditions on species, the Water Board and the Department of Fish and Wildlife shall work with federal agency partners to manage temperature conditions for the preservation of fish in the Sacramento River downstream of Shasta Dam while balancing water supply needs.

This Proclamation 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 Proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Proclamation.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 21st day of April 2021



GAVIN NEWSOM
Governor of California

ATTEST:

DR. SHIRLEY WEBER
Secretary of State

RESOLUTION PROCLAIMING A LOCAL EMERGENCY BY THE BOARD OF SUPERVISORS COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF A)
LOCAL EMERGENCY DUE TO)
SEVERE DROUGHT CONDITIONS)

RESOLUTION NO. 2021-0290

WHEREAS, California's most recent drought spanning from approximately 2012 to 2018 required the proclamation of a Local Emergency by the County of Tulare from February 2014 to November 2019, as well as a Governor's State of Emergency and the combined resources of multiple local, state, and federal agencies, commercial entities, and non-profit organizations to mitigate; and

WHEREAS, over 3,000 failed or dry wells – including private domestic, community, and agricultural wells – were reported to Tulare County from 2014 to 2017 as a result of the prior drought, causing significant health, safety, and economic issues for Tulare County residents and businesses; and

WHEREAS, well over \$100 million in emergency relief and permanent infrastructure projects were expended to mitigate the effects of the prior drought; and

WHEREAS, a hydrological year ("water year") runs from October 1 to September 30 of the following year; and

WHEREAS, the current water year beginning October 1, 2020 is, to date, the third-driest on record, with potential to become the driest on record without significant additional precipitation which is unlikely to occur during the traditionally dry months; and

WHEREAS, the United States Drought Monitor shows that 94.51% of Tulare County is currently experiencing "Extreme Drought" (D3) conditions and the remaining 5.49% is in "Severe Drought" (D2) conditions, and the County of Tulare anticipates that these conditions will progress to "Exceptional Drought" (D4) conditions as occurred in the prior drought based on the current Southern Sierra snowpack measured at only 15% of historical average for April 1st, drastically reduced surface water allocations on the State Water Project and Central Valley Project, and correspondingly low water levels in local reservoirs; and

WHEREAS, surface water supply constraints create a demonstrable and unsustainable increase in demand for groundwater which is likely to cause additional dry wells for community water systems, private domestic wells, and agricultural wells, creating economic hardships and conditions of extreme peril to the health and safety of individuals within Tulare County requiring the combined forces of all levels of government to mitigate; and

WHEREAS, California Government Code section 8630 empowers the Board of Supervisors to proclaim the existence or threatened existence of a local emergency; and

WHEREAS, Section 1-15-1005 of the Tulare County Ordinance Code defines "emergency" to include "the actual or threatened existence of conditions of disaster or of

extreme peril to the safety of persons and property within [Tulare] County caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, earthquake, or other conditions, ... which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of [Tulare] County, requiring the combined forces of other political subdivisions to combat"; and

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout said Tulare County due to drought which has created conditions of disaster and extreme peril to the safety of persons and property within the County, and that such conditions are or are likely to be beyond the control of the services, personnel, equipment, and/or facilities of this County, thus requiring the combined forces of other political subdivisions to combat; and

IT IS FURTHER PROCLAIMED that this local emergency is proclaimed pursuant to the California Emergency Services Act, California Government Code §8550 et seq.; and

IT IS REQUESTED that the Governor of the State of California find and proclaim Tulare County to be in a State of Emergency, and make available any and all material and financial support and resources necessary to combat the conditions of disaster, including but not limited to California Disaster Assistance Act funding for emergency protective measures and increased funding to relevant programs of the State Water Resources Control Board and Department of Water Resources; and

IT IS FURTHER REQUESTED that the Governor waive and all regulations and statutes that may hinder response to this emergency; and

IT IS PROCLAIMED AND ORDERED that during the existence of said local emergency, the powers, functions, and duties of the emergency organization of Tulare County shall be those prescribed by State law, by ordinances and resolutions of Tulare County, and by the Tulare County Operational Area Emergency Operations Plan, as approved by the Board of Supervisors.

UPON MOTION OF SUPERVISOR MICARI, SECONDED BY SUPERVISOR TOWNSEND, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD APRIL 27, 2021, BY THE FOLLOWING VOTE:

AYES: SUPERVISORS MICARI, VANDER POEL, SHUKLIAN, VALERO AND TOWNSEND

NOES: NONE

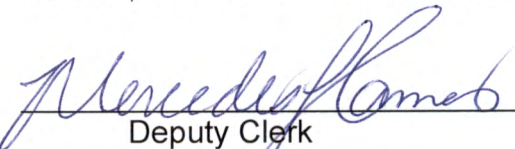
ABSTAIN: NONE

ABSENT: NONE

ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS



BY:


Deputy Clerk

**STATE WATER RESOURCES CONTROL BOARD
RESOLUTION NO. 2022-0002**

**TO ADOPT AN EMERGENCY REGULATION
TO SUPPLEMENT VOLUNTARY WATER CONSERVATION**

WHEREAS:

1. On April 21, May 10, and July 8, 2021, Governor Newsom issued proclamations that a state of emergency exists in a total of 50 counties due to severe drought conditions and directed state agencies to take immediate action to preserve critical water supplies and mitigate the effects of drought and ensure the protection of health, safety, and the environment.
2. On October 19, 2021, Governor Newsom signed a proclamation extending the drought emergency statewide and further urging Californians to reduce their water use.
3. There is no guarantee that winter precipitation will alleviate the current drought conditions.
4. Many Californians have taken bold steps over the years to reduce water use; nevertheless, the severity of the current drought and uncertainty about Water Year 2022 require additional conservation actions from residents and businesses.
5. Water conservation is the easiest, most efficient, and most cost-effective way to quickly reduce water demand and extend supplies into the next year, providing flexibility for all California communities. Water saved is water available next year, giving water suppliers the flexibility to manage their systems efficiently. The more water that is conserved now, the less likely it is that a community will experience such dire circumstances or that water rationing will be required.
6. Most Californians use more water outdoors than indoors. In many areas, 50 percent or more of daily water use is for lawns and outdoor landscaping. Outdoor water use is generally discretionary, and many irrigated landscapes would not suffer greatly from receiving a decreased amount of water.

7. Public information and awareness are critical to achieving conservation goals, and the Save Our Water campaign ([SaveOurWater.com](https://www.saveourwater.com)), run jointly by the Department of Water Resources (DWR) and the Association of California Water Agencies, is an excellent resource for conservation information and messaging that is integral to effective drought response.
8. [SaveWater.CA.Gov](https://www.savewater.ca.gov) is an online tool designed to help save water in communities. This website lets anyone easily report water waste from their phone, tablet, or computer by simply selecting the type of water waste they see, typing in the address where the waste is occurring, and clicking send. These reports are filed directly with the State Water Resources Control Board (State Water Board or Board) and relevant local water supplier.
9. Enforcement against water waste is a key tool in conservation programs. When conservation becomes a social norm in a community, the need for enforcement is reduced or eliminated.
10. On October 19, 2021, the Governor suspended the environmental review required by the California Environmental Quality Act to allow State Water Board-adopted drought conservation emergency regulations and other actions to take place quickly to respond to emergency conditions.
11. Water Code section 1058.5 grants the State Water Board the authority to adopt emergency regulations in certain drought years in order to: “prevent the waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion, of water, to promote water recycling or water conservation, to require curtailment of diversions when water is not available under the diverter’s priority of right, or in furtherance of any of the foregoing, to require reporting of diversion or use or the preparation of monitoring reports.”
12. On November 30, 2021, the State Water Board issued public notice that the State Water Board would consider the adoption of the regulation at the Board’s regularly scheduled January 4, 2022 public meeting, in accordance with applicable State laws and regulations. The State Water Board also distributed for public review and comment a Finding of Emergency that complies with State laws and regulations.
13. The emergency regulation sets a minimum standard that many communities are already doing more but not everyone is taking these low-cost, easy to implement actions that can save significant amounts of water during a drought emergency.

14. Disadvantaged communities may require assistance in increasing water conservation, and state and local agencies should look for opportunities to provide assistance in promoting water conservation, including but not limited to translation of regulation text and dissemination of water conservation announcements into languages spoken by at least 10 percent of the people who reside in a water supplier's service area, such as in newspaper advertisements, bill inserts, website homepage, social media, and notices in public libraries.
15. The Board directs staff to consider the following in pursuing any enforcement of section 995, subdivision (b)(1)(A)-(F): before imposing monetary penalties, staff shall provide one or more warnings; monetary penalties must be based on an ability to pay determination, consider allowing a payment plan of at least 12 months, and shall not result in a tax lien; and Board enforcement shall not result in shutoff.
16. The Board encourages entities other than Board staff that consider any enforcement of this regulation to apply these same factors identified in resolved paragraph 15. Nothing in the regulation or in the enforcement provisions of the regulation precludes a local agency from exercising its authority to adopt more stringent conservation measures. Moreover, the Water Code does not impose a mandatory penalty for violations of the regulation adopted by this resolution, and local agencies retain their enforcement discretion in enforcing the regulation, to the extent authorized, and may develop their own progressive enforcement practices to encourage conservation.

THEREFORE BE IT RESOLVED THAT:

1. The State Water Board adopts California Code of Regulations, title 23, section 995, as appended to this resolution as an emergency regulation.
2. State Water Board staff will submit the regulation to the Office of Administrative Law (OAL) for final approval.
3. If, during the approval process, State Water Board staff, the State Water Board, or OAL determines that minor corrections to the language of the regulation or supporting documentation are needed for clarity or consistency, the State Water Board Executive Director or designee may make such changes.

4. This regulation shall remain in effect for one year after filing with the Secretary of State unless the State Water Board determines that it is no longer necessary due to changed conditions or unless the State Water Board renews the regulation due to continued drought conditions, as described in Water Code section 1058.5.
5. The State Water Board directs State Water Board staff to work with the Department of Water Resources and the Save Our Water campaign to disseminate information regarding the emergency regulations.
6. Nothing in the regulation or in the enforcement provisions of the regulation precludes a local agency from exercising its authority to adopt more stringent conservation measures. Local agencies are encouraged to develop their own progressive enforcement practices to promote conservation.

CERTIFICATION

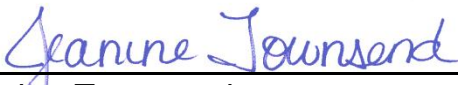
The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on January 4, 2022.

AYE: Vice Chair Dorene D'Adamo
Board Member Sean Maguire
Board Member Laurel Firestone
Board Member Nichole Morgan

NAY: None

ABSENT: Chair E. Joaquin Esquivel

ABSTAIN: None



Jeanine Townsend
Clerk to the Board

ADOPTED TEXT OF EMERGENCY REGULATION

Title 23. Waters

Division 3. State Water Resources Control Board and Regional Water Quality Control Boards

Chapter 3.5. Urban Water Use Efficiency and Conservation

Article 2. Prevention of Drought Wasteful Water Uses

§ 995. Wasteful and Unreasonable Water Uses.

(a) As used in this section:

(1) "Turf" has the same meaning as in section 491.

(2) "Incidental runoff" means unintended amounts (volume) of runoff, such as unintended, minimal overspray from sprinklers that escapes the area of intended use. Water leaving an intended use area is not considered incidental if it is part of the facility or system design, if it is due to excessive application, if it is due to intentional overflow or application, or if it is due to negligence.

(b)(1) To prevent the unreasonable use of water and to promote water conservation, the use of water is prohibited as identified in this subdivision for the following actions:

(A) The application of potable water to outdoor landscapes in a manner that causes more than incidental runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;

(B) The use of a hose that dispenses water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;

(C) The use of potable water for washing sidewalks, driveways, buildings, structures, patios, parking lots, or other hard surfaced areas, except in cases where health and safety are at risk;

(D) The use of potable water for street cleaning or construction site preparation purposes, unless no other method can be used or as needed to protect the health and safety of the public;

(E) The use of potable water for decorative fountains or the filling or topping-off of decorative lakes or ponds, with exceptions for those decorative fountains, lakes, or ponds that use pumps to recirculate water and only require refilling to replace evaporative losses;

(F) The application of water to irrigate turf and ornamental landscapes during and within 48 hours after measurable rainfall of at least one fourth of one inch of rain. In determining whether measurable rainfall of at least fourth of one inch of rain occurred in a given area, enforcement may be based on records of the National Weather Service, the closest CIMIS station to the parcel, or any other reliable source of rainfall data available to the entity undertaking enforcement of this subdivision; and

(G) The use of potable water for irrigation of ornamental turf on public street medians.

(2) Notwithstanding subdivision (b)(1), the use of water is not prohibited by this section to the extent necessary to address an immediate health and safety need. This may include, but is not limited to, the use of potable water in a fountain or water feature when required to be potable because human contact is expected to occur.

(c)(1) To prevent the unreasonable use of water and to promote water conservation, any homeowners' association or community service organization or similar entity is prohibited from:

(A) Taking or threatening to take any action to enforce any provision of the governing documents or architectural or landscaping guidelines or policies of a common interest development where that provision is void or unenforceable under section 4735, subdivisions (a) and (b) of the Civil Code;

(B) Imposing or threatening to impose a fine, assessment, or other monetary penalty against any owner of a separate interest for reducing or eliminating the watering of vegetation or lawns during a declared drought emergency, as described in section 4735, subdivision (c) of the Civil Code; or

(C) Requiring an owner of a separate interest upon which water-efficient landscaping measures have been installed in response to a declared drought emergency, as described in section 4735, subdivisions (c) and (d) of the Civil Code, to reverse or remove the water-efficient landscaping measures upon the conclusion of the state of emergency.

(2) As used in this subdivision:

(A) "Architectural or landscaping guidelines or policies" includes any formal or informal rules other than the governing documents of a common interest development.

(B) "Homeowners' association" means an "association" as defined in section 4080 of the Civil Code.

(C) "Common interest development" has the same meaning as in section 4100 of the Civil Code.

(D) "Community service organization or similar entity" has the same meaning as in section 4110 of the Civil Code.

(E) "Governing documents" has the same meaning as in section 4150 of the Civil Code.

(F) "Separate interest" has the same meaning as in section 4185 of the Civil Code.

(3) If a disciplinary proceeding or other proceeding to enforce a rule in violation of subdivision (c)(1) is initiated, each day the proceeding remains pending shall constitute a separate violation of this regulation.

(d) To prevent the unreasonable use of water and to promote water conservation, any city, county, or city and county is prohibited from imposing a fine under any local maintenance ordinance or other relevant ordinance as prohibited by section 8627.7 of the Government Code.

(e) The taking of any action prohibited in subdivision (b), (c) or (d) is an infraction punishable by a fine of up to five hundred dollars (\$500) for each day in which the violation occurs. The fine for the infraction is in addition to, and does not supersede or limit, any other remedies, civil or criminal.

(f) A decision or order issued under this section by the Board or an officer or employee of the Board is subject to reconsideration under article 2 (commencing with section 1122) of chapter 4 of part 1 of division 2 of the Water Code.

Authority: Section 1058.5, Water Code.

References: Article X, Section 2, California Constitution; Sections 4080, 4100, 4110, 4150, 4185, and 4735, Civil Code; Section 8627.7, Government Code; Sections 102, 104, 105, 275, 350, 491, and 1122, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463; *Stanford Vina Ranch Irrigation Co. v. State of California* (2020) 50 Cal.App.5th 976.

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-7-22

WHEREAS on April 12, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, I proclaimed states of emergency that continue today and exist across all the counties of California, due to extreme and expanding drought conditions; and

WHEREAS climate change continues to intensify the impacts of droughts on our communities, environment, and economy, and California is in a third consecutive year of dry conditions, resulting in continuing drought in all parts of the State; and

WHEREAS the 21st century to date has been characterized by record warmth and predominantly dry conditions, and the 2021 meteorological summer in California and the rest of the western United States was the hottest on record; and

WHEREAS since my October 19, 2021 Proclamation, early rains in October and December 2021 gave way to the driest January and February in recorded history for the watersheds that provide much of California's water supply; and

WHEREAS the ongoing drought will have significant, immediate impacts on communities with vulnerable water supplies, farms that rely on irrigation to grow food and fiber, and fish and wildlife that rely on stream flows and cool water; and

WHEREAS the two largest reservoirs of the Central Valley Project, which supplies water to farms and communities in the Central Valley and the Santa Clara Valley and provides critical cold-water habitat for salmon and other anadromous fish, have water storage levels that are approximately 1.1 million acre-feet below last year's low levels on this date; and

WHEREAS the record-breaking dry period in January and February and the absence of significant rains in March have required the Department of Water Resources to reduce anticipated deliveries from the State Water Project to 5 percent of requested supplies; and

WHEREAS delivery of water by bottle or truck is necessary to protect human safety and public health in those places where water supplies are disrupted; and

WHEREAS groundwater use accounts for 41 percent of the State's total water supply on an average annual basis but as much as 58 percent in a critically dry year, and approximately 85 percent of public water systems rely on groundwater as their primary supply; and

WHEREAS coordination between local entities that approve permits for new groundwater wells and local groundwater sustainability agencies is important to achieving sustainable levels of groundwater in critically overdrafted basins; and

WHEREAS the duration of the drought, especially following a multiyear drought that abated only five years ago, underscores the need for California to redouble near-, medium-, and long-term efforts to adapt its water management and delivery systems to a changing climate, shifting precipitation patterns, and water scarcity; and

WHEREAS the most consequential, immediate action Californians can take to extend available supplies is to voluntarily reduce their water use by 15 percent from their 2020 levels by implementing the commonsense measures identified in operative paragraph 1 of Executive Order N-10-21 (July 8, 2021); and

WHEREAS to protect public health and safety, it is critical the State take certain immediate actions without undue delay to prepare for and mitigate the effects of the drought conditions, and under Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Proclamation would prevent, hinder, or delay the mitigation of the effects of the drought conditions.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. The orders and provisions contained in my April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021 Proclamations remain in full force and effect, except as modified by those Proclamations and herein. State agencies shall continue to implement all directions from those Proclamations and accelerate implementation where feasible.
2. To help the State achieve its conservation goals and ensure sufficient water for essential indoor and outdoor use, I call on all Californians to strive to limit summertime water use and to use water more efficiently indoors and out. The statewide Save Our Water conservation campaign at [SaveOurWater.com](https://www.SaveOurWater.com) provides simple ways for Californians to reduce water use in their everyday lives. Furthermore, I encourage Californians to understand and track the amount of water they use and measure their progress toward their conservation goals.
3. By May 25, 2022, the State Water Resources Control Board (Water Board) shall consider adopting emergency regulations that include all of the following:
 - a. A requirement that each urban water supplier, as defined in section 10617 of the Water Code, shall submit to the Department of Water Resources a preliminary annual water supply and demand assessment consistent with section 10632.1 of the Water Code no later than June 1, 2022, and submit a final annual water

supply and demand assessment to the Department of Water Resources no later than the deadline set by section 10632.1 of the Water Code;

- b. A requirement that each urban water supplier that has submitted a water shortage contingency plan to the Department of Water Resources implement, at a minimum, the shortage response actions adopted under section 10632 of the Water Code for a shortage level of up to twenty percent (Level 2), by a date to be set by the Water Board; and
- c. A requirement that each urban water supplier that has not submitted a water shortage contingency plan to the Department of Water Resources implement, at a minimum, shortage response actions established by the Water Board, which shall take into consideration model actions that the Department of Water Resources shall develop for urban water supplier water shortage contingency planning for Level 2, by a date to be set by the Water Board.

To further conserve water and improve drought resiliency if the drought lasts beyond this year, I encourage urban water suppliers to conserve more than required by the emergency regulations described in this paragraph and to voluntarily activate more stringent local requirements based on a shortage level of up to thirty percent (Level 3).

- 4. To promote water conservation, the Department of Water Resources shall consult with leaders in the commercial, industrial, and institutional sectors to develop strategies for improving water conservation, including direct technical assistance, financial assistance, and other approaches. By May 25, 2022, the Water Board shall consider adopting emergency regulations defining “non-functional turf” (that is, a definition of turf that is ornamental and not otherwise used for human recreation purposes such as school fields, sports fields, and parks) and banning irrigation of non-functional turf in the commercial, industrial, and institutional sectors except as it may be required to ensure the health of trees and other perennial non-turf plantings.
- 5. In order to maximize the efficient use of water and to preserve water supplies critical to human health and safety and the environment, Public Resources Code, Division 13 (commencing with section 21000) and regulations adopted pursuant to that Division are hereby suspended, with respect to the directives in paragraphs 3 and 4 of this Order and any other projects and activities for the purpose of water conservation to the extent necessary to address the impacts of the drought, and any permits necessary to carry out such projects or activities. Entities that desire to conduct activities under this suspension, other than the directives in paragraphs 3 and 4 of this Order, shall first request that the Secretary of the Natural Resources Agency make a determination that the proposed activities are eligible to be conducted under this suspension. The Secretary shall use sound discretion in applying this Executive Order to ensure that the suspension serves the purpose of accelerating conservation projects that are necessary to address impacts of the drought, while at the same time

protecting public health and the environment. The entities implementing these directives or conducting activities under this suspension shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

6. To support voluntary approaches to improve fish habitat that would require change petitions under Water Code section 1707 and either Water Code sections 1425 through 1432 or Water Code sections 1725 through 1732, and where the primary purpose is to improve conditions for fish, the Water Board shall expeditiously consider petitions that add a fish and wildlife beneficial use or point of diversion and place of storage to improve conditions for anadromous fish. California Code of Regulations, title 23, section 1064, subdivisions (a)(1)(A)(i)-(ii) are suspended with respect to any petition that is subject to this paragraph.
7. To facilitate the hauling of water for domestic use by local communities and domestic water users threatened with the loss of water supply or degraded water quality resulting from drought, any ordinance, regulation, prohibition, policy, or requirement of any kind adopted by a public agency that prohibits the hauling of water out of the water's basin of origin or a public agency's jurisdiction is hereby suspended. The suspension authorized pursuant to this paragraph shall be limited to the hauling of water by truck or bottle to be used for human consumption, cooking, or sanitation in communities or residences threatened with the loss of affordable safe drinking water. Nothing in this paragraph limits any public health or safety requirement to ensure the safety of hauled water.
8. The Water Board shall expand inspections to determine whether illegal diversions or wasteful or unreasonable use of water are occurring and bring enforcement actions against illegal diverters and those engaging in the wasteful and unreasonable use of water. When access is not granted by a property owner, the Water Board may obtain an inspection warrant pursuant to the procedures set forth in Title 13 (commencing with section 1822.50) of Part 3 of the Code of Civil Procedure for the purposes of conducting an inspection pursuant to this directive.
9. To protect health, safety, and the environment during this drought emergency, a county, city, or other public agency shall not:
 - a. Approve a permit for a new groundwater well or for alteration of an existing well in a basin subject to the Sustainable Groundwater Management Act and classified as medium- or high-priority without first obtaining written verification from a Groundwater Sustainability Agency managing the basin or area of the basin where the well is proposed to be located that groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in any applicable Groundwater Sustainability Plan adopted by that Groundwater Sustainability

Agency and would not decrease the likelihood of achieving a sustainability goal for the basin covered by such a plan; or

- b. Issue a permit for a new groundwater well or for alteration of an existing well without first determining that extraction of groundwater from the proposed well is (1) not likely to interfere with the production and functioning of existing nearby wells, and (2) not likely to cause subsidence that would adversely impact or damage nearby infrastructure.

This paragraph shall not apply to permits for wells that will provide less than two acre-feet per year of groundwater for individual domestic users, or that will exclusively provide groundwater to public water supply systems as defined in section 116275 of the Health and Safety Code.

10. To address household or small community drinking water shortages dependent upon groundwater wells that have failed due to drought conditions, the Department of Water Resources shall work with other state agencies to investigate expedited regulatory pathways to modify, repair, or reconstruct failed household or small community or public supply wells, while recognizing the need to ensure the sustainability of such wells as provided for in paragraph 9.
11. State agencies shall collaborate with tribes and federal, regional, and local agencies on actions related to promoting groundwater recharge and increasing storage.
12. To help advance groundwater recharge projects, and to demonstrate the feasibility of projects that can use available high water flows to recharge local groundwater while minimizing flood risks, the Water Board and Regional Water Quality Control Boards shall prioritize water right permits, water quality certifications, waste discharge requirements, and conditional waivers of waste discharge requirements to accelerate approvals for projects that enhance the ability of a local or state agency to capture high precipitation events for local storage or recharge, consistent with water right priorities and protections for fish and wildlife. For the purposes of carrying out this paragraph, Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division, and Chapter 3 (commencing with section 85225) of Part 3 of Division 35 of the Water Code and regulations adopted pursuant thereto are hereby suspended to the extent necessary to address the impacts of the drought. This suspension applies to (a) any actions taken by state agencies, (b) any actions taken by local agencies where the state agency with primary responsibility for the implementation of the directives concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b). The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.
13. With respect to recharge projects under either Flood-Managed Aquifer Recharge or the Department of Water Resources Sustainable

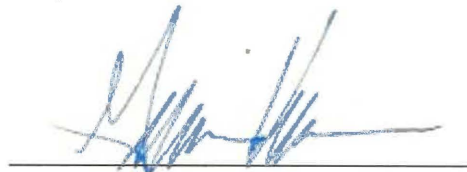
Groundwater Management Grant Program occurring on open and working lands to replenish and store water in groundwater basins that will help mitigate groundwater conditions impacted by drought, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Department of Water Resources concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b), Public Resources Code, Division 13 (commencing with section 21000) and regulations adopted pursuant to that Division are hereby suspended to the extent necessary to address the impacts of the drought. The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

14. To increase resilience of state water supplies during prolonged drought conditions, the Department of Water Resources shall prepare for the potential creation and implementation of a multi-year transfer program pilot project for the purpose of acquiring water from willing partners and storing and conveying water to areas of need.
15. By April 15, 2022, state agencies shall submit to the Department of Finance for my consideration proposals to mitigate the worsening effects of severe drought, including emergency assistance to communities and households and others facing water shortages as a result of the drought, facilitation of groundwater recharge and wastewater recycling, improvements in water use efficiency, protection of fish and wildlife, mitigation of drought-related economic or water-supply disruption, and other potential investments to support short- and long-term drought response.

IT IS FURTHER ORDERED 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.

This 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.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 28th day of March 2022.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State

**State of California
Office of Administrative Law**

In re:
State Water Resources Control Board

Regulatory Action:

Title 23, California Code of Regulations

Adopt sections: 996

Amend sections:

Repeal sections:

**NOTICE OF APPROVAL OF EMERGENCY
REGULATORY ACTION**

**Government Code Sections 11346.1 and
11349.6**

OAL Matter Number: 2022-0606-03

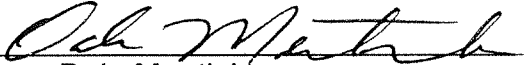
OAL Matter Type: Emergency (E)

This emergency action by the State Water Resources Control Board adopts a new regulation which requires urban water suppliers to submit preliminary supply and demand assessments to the Department of Water Resources and to implement Level 2 demand reduction actions (actions intended to result in a 10 to 20 percent savings). The regulation bans the irrigation of non-functional turf with potable water in commercial, industrial, and institutional sectors and establishes that such irrigation is an infraction punishable by a fine of up to five hundred dollars for each day in which the violation occurs pursuant to Water Code section 1058.5(d).

OAL approves this emergency regulatory action pursuant to sections 11346.1 and 11349.6 of the Government Code. Pursuant to Water Code section 1058.5(b), the Finding of Emergency in this matter was exempt from Office of Administrative Law Review.

This emergency regulatory action is effective on 6/10/2022 and, pursuant to Water Code section 1058.5(c), will expire on 6/10/2023. The Certificate of Compliance for this action is due no later than 6/9/2023.

Date: June 10, 2022


Dale Mentink
Assistant Chief Counsel

For: Kenneth J. Pogue
Director

**Original: Eileen Sobeck, Executive
Director**

Copy: Garrett Lenahan

EMERGENCY

For use by Secretary of State only

OAL FILE NUMBERS	NOTICE FILE NUMBER Z-	REGULATORY ACTION NUMBER 2022	EMERGENCY NUMBER -0606-03E
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For use by Office of Administrative Law (OAL) only

OFFICE OF ADMIN. LAW
2022 JUN 6 PM 3:18

NOTICE

REGULATIONS

AGENCY WITH RULEMAKING AUTHORITY

State Water Resources Control Board

AGENCY FILE NUMBER (If any)

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

JUN 10 2022

2:06 PM

A. PUBLICATION OF NOTICE (Complete for publication in Notice Register)

1. SUBJECT OF NOTICE		TITLE(S)	FIRST SECTION AFFECTED	2. REQUESTED PUBLICATION DATE	
3. NOTICE TYPE ☐ Notice re Proposed Regulatory Action ☐ Other		4. AGENCY CONTACT PERSON		TELEPHONE NUMBER	FAX NUMBER (Optional)
OAL USE ONLY	ACTION ON PROPOSED NOTICE ☐ Approved as Submitted ☐ Approved as Modified ☐ Disapproved/Withdrawn		NOTICE REGISTER NUMBER	PUBLICATION DATE	

B. SUBMISSION OF REGULATIONS (Complete when submitting regulations)

1a. SUBJECT OF REGULATION(S) Water Demand Reduction Emergency Regulation		1b. ALL PREVIOUS RELATED OAL REGULATORY ACTION NUMBER(S)	
2. SPECIFY CALIFORNIA CODE OF REGULATIONS TITLE(S) AND SECTION(S) (Including title 26, if toxics related)			
SECTION(S) AFFECTED (List all section number(s) individually. Attach additional sheet if needed.)		ADOPT 996 AMEND REPEAL	
TITLE(S) 23			
3. TYPE OF FILING			
☐ Regular Rulemaking (Gov. Code §11346) ☐ Resubmittal of disapproved or withdrawn nonemergency filing (Gov. Code §§11349.3, 11349.4) ☒ Emergency (Gov. Code, §11346.1(b)) ☐ Certificate of Compliance: The agency officer named below certifies that this agency complied with the provisions of Gov. Code §§11346.2-11347.3 either before the emergency regulation was adopted or within the time period required by statute. ☐ Resubmittal of disapproved or withdrawn emergency filing (Gov. Code, §11346.1) ☐ Emergency Readopt (Gov. Code, §11346.1(h)) ☐ Changes Without Regulatory Effect (Cal. Code Regs., title 1, §100) ☐ File & Print ☐ Print Only ☒ Other (Specify) <u>Water Code Section 1058.5</u>			
4. ALL BEGINNING AND ENDING DATES OF AVAILABILITY OF MODIFIED REGULATIONS AND/OR MATERIAL ADDED TO THE RULEMAKING FILE (Cal. Code Regs. title 1, §44 and Gov. Code §11347.1)			
5. EFFECTIVE DATE OF CHANGES (Gov. Code, §§ 11343.4, 11346.1(d); Cal. Code Regs., title 1, §100) ☐ Effective January 1, April 1, July 1, or October 1 (Gov. Code §11343.4(a)) ☒ Effective on filing with Secretary of State ☐ \$100 Changes Without Regulatory Effect ☐ Effective other (Specify)			
6. CHECK IF THESE REGULATIONS REQUIRE NOTICE TO, OR REVIEW, CONSULTATION, APPROVAL OR CONCURRENCE BY, ANOTHER AGENCY OR ENTITY ☐ Department of Finance (Form STD. 399) (SAM §6660) ☐ Fair Political Practices Commission ☐ State Fire Marshal ☐ Other (Specify)			
7. CONTACT PERSON Garrett Lenahan		TELEPHONE NUMBER (916) 341-5179	FAX NUMBER (Optional) E-MAIL ADDRESS (Optional)

8. I certify that the attached copy of the regulation(s) is a true and correct copy of the regulation(s) identified on this form, that the information specified on this form is true and correct, and that I am the head of the agency taking this action, or a designee of the head of the agency, and am authorized to make this certification.

SIGNATURE OF AGENCY HEAD OR DESIGNEE

Eric Oppenheimer

Digitally signed by Eric Oppenheimer
Date: 2022.06.06 14:24:44 -0700

DATE

6/6/2022

TYPED NAME AND TITLE OF SIGNATORY

Eric Oppenheimer, Chief Deputy Director, State Water Resources Control Board

For use by Office of Administrative Law (OAL) only

AUTHORIZED FOR FILING AND PRINTING

JUN 10 2022

Office of Administrative Law

ADOPTED EMERGENCY REGULATION TEXT

Title 23. Waters

Division 3. State Water Resources Control Board and Regional Water Quality Control Boards

Chapter 3.5. Urban Water Use Efficiency and Conservation

Article 2. Prevention of Drought Wasteful Water Uses

§ 996. Urban Drought Response Actions

(a) As used in this section:

(1) "Commercial, industrial and institutional" refers to commercial water users, industrial water users, and institutional water users as respectively defined in Water Code, section 10608.12, subdivisions (e), (i), and (j), and includes homeowners' associations, common interest developments, community service organizations, and other similar entities but does not include the residences of these entities' members or separate interests.

(2) "Common interest development" has the same meaning as in section 4100 of the Civil Code.

(3) "Community service organization or similar entity" has the same meaning as in section 4110 of the Civil Code.

(4) "Homeowners' association" means an "association" as defined in section 4080 of the Civil Code.

(5) "Non-functional turf" means turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events. Non-functional turf does not include sports fields and turf that is regularly used for human recreational purposes or for civic or community events.

(6) "Plant factor" has the same meaning as in section 491.

(7) "Separate interest" has the same meaning as in section 4185 of the Civil Code.

(8) "Turf" has the same meaning as in section 491.

(9) "Urban water supplier" has the same meaning as Water Code section 10617.

(10) "Water shortage contingency plan" means the plan required by Water Code section 10632.

(b) Each urban water supplier shall submit to the Department of Water Resources a preliminary annual water supply and demand assessment consistent with section 10632.1

of the Water Code no later than June 1, 2022 or the effective date of this section, whichever comes later, and submit a final annual water supply and demand assessment to the Department of Water Resources no later than the deadline set by section 10632.1 of the Water Code.

(c) (1) Each urban water supplier that has submitted a water shortage contingency plan to the Department of Water Resources shall implement by June 10, 2022, at a minimum, all demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code 10632 for a shortage level of ten (10) to twenty (20) percent (Level 2).

(2) Notwithstanding subdivision (c)(1), urban water suppliers shall not be required to implement new residential connection moratoria pursuant to this section.

(3) Notwithstanding subdivision (c)(1), an urban water supplier may implement the actions identified in subdivision (d) in lieu of implementing the demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code section 10632 for a shortage level of ten (10) to twenty (20) percent (Level 2), provided the supplier meets all of the following:

(i) The supplier's annual water supply and demand assessment submitted to the Department of Water Resources demonstrates an ability to maintain reliable supply until September 30, 2023.

(ii) The supplier does not rely on, for any part of its supply, the Colorado River, State Water Project, or Central Valley Project, and no more than ten (10) percent of its supply comes from critically overdrafted groundwater basins as designated by the Department of Water Resources.

(iii) The supplier's average number of gallons of water used per person per day by residential customers for the year 2020 is below 55 gallons, as reported to the Board in the Electronic Annual Report.

(d) Each urban water supplier that has not submitted a water shortage contingency plan to the Department of Water Resources shall, by June 10, 2022, and continuing until the supplier has implemented all demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code 10632 for a shortage level of ten (10) to twenty (20) percent (Level 2), implement at a minimum the following actions:

(1) Initiate a public information and outreach campaign for water conservation and promptly and effectively reach the supplier's customers, using efforts such as email, paper mail, bill inserts, customer app notifications, news articles, websites, community events, radio and television, billboards, and social media.

(2) Implement and enforce a rule or ordinance limiting landscape irrigation with potable water to no more than two (2) days per week and prohibiting landscape irrigation with potable water between the hours of 10:00 a.m. and 6:00 p.m.

(3) Implement and enforce a rule or ordinance banning, at a minimum, the water uses prohibited by section 995. Adoption of a rule or ordinance is not required if the supplier has authority to enforce, as infractions, the prohibitions in section 995 and takes enforcement against violations.

(e) (1) To prevent the unreasonable use of water and to promote water conservation, the use of potable water is prohibited for the irrigation of non-functional turf at commercial, industrial, and institutional sites.

(2) Notwithstanding subdivision (e)(1), the use of water is not prohibited by this section to the extent necessary to ensure the health of trees and other perennial non-turf plantings or to the extent necessary to address an immediate health and safety need.

(3) Notwithstanding subdivision (e)(1), an urban water supplier may approve a request for continued irrigation of non-functional turf where the user certifies that the turf is a low water use plant with a plant factor of 0.3 or less, and demonstrates the actual use is less than 40% of reference evapotranspiration.

(f) The taking of any action prohibited in subdivision (e) is an infraction punishable by a fine of up to five hundred dollars (\$500) for each day in which the violation occurs. The fine for the infraction is in addition to, and does not supersede or limit, any other remedies, civil or criminal.

(g) A decision or order issued under this section by the Board, or an officer or employee of the Board, is subject to reconsideration under article 2 (commencing with section 1122) of chapter 4 of part 1 of division 2 of the Water Code.

Authority: Section 1058.5, Water Code.

References: Article X, Section 2, California Constitution; Sections 4080, 4100, 4110, and 4185, Civil Code; Section 8627.7, Government Code; Sections 102, 104, 105, 275, 350, 377, 491, 1058.5, 1122, 10608.12, 10617, 10632, and 10632.1, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463; *Stanford Vina Ranch Irrigation Co. v. State of California* (2020) 50 Cal.App.5th 976



DRINKING WATER CONSTRUCTION LOAN

AGREEMENT NO. SWRCB0000000000D2002017

by and between

CITY OF PORTERVILLE ("Recipient")

and

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD ("State Water Board")



for the purpose of the

AKIN/CENTRAL WATER CONSOLIDATION PROJECT
5410010-018C AND 5400655-001C ("Project")

- Section 116760 et seq. of the Health and Safety Code and Resolution Nos. 2019-0065 and 2020-0022.

PROJECT FUNDING AMOUNT: \$4,787,664
PRINCIPAL FORGIVENESS COMPONENT: \$4,787,664

ESTIMATED REASONABLE PROJECT COST: \$4,787,664
ELIGIBLE WORK START DATE: JULY 1, 2016
ELIGIBLE CONSTRUCTION START DATE: SEPTEMBER 22, 2020
CONSTRUCTION COMPLETION DATE: OCTOBER 1, 2023
FINAL REIMBURSEMENT REQUEST DATE: APRIL 1, 2024
RECORDS RETENTION END DATE: OCTOBER 1, 2059

1. The State Water Board and the Recipient mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement, including the following Exhibits, which are attached hereto or are incorporated by reference:
 - Exhibit A – Scope of Work and Schedule
 - Exhibit B – Specific Funding Provisions
 - Exhibit C – GENERAL TERMS AND CONDITIONS 2019-NOV
 - Exhibit D – Special Conditions
2. The following documents are also incorporated by reference:
 - the Drinking Water System Permit No. 03-12-06P-004;
 - the Davis-Bacon requirements found at:
https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/davisbacon/2020_dwsrf_governmental_entities.pdf
3. Party Contacts during the term of this Agreement are:

State Water Board		City of Porterville	
Section:	Division of Financial Assistance		
Name:	Pete Stamas, Project Manager	Name:	Monte Reyes, Mayor
Address:	1001 I Street, 16th Floor	Address:	291 North Main Street
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Porterville, CA 93257
Phone:	(916) 552-9983	Phone:	(559) 782-7499
Fax:		Fax:	
Email:	Pete.Stamas@waterboards.ca.gov	Email:	montereyes@portervilleca.gov

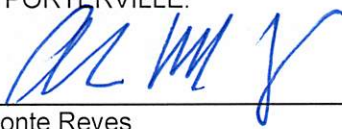
Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

4. Conditions precedent to this Agreement are set forth as follows:
 - (a) The Recipient must deliver an opinion of general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement.
 - (b) The Recipient must deliver to the Division a resolution authorizing this Agreement and identifying its authorized representative by title.
 - (c) The Recipient must deliver to the Division a resolution certifying that its decision-making body reviewed and considered the Mitigated Negative Declaration filed by the State Water Board for the Akin Water Company Water Supply Project together with the Mitigation Monitoring and Reporting Program and reached its own conclusions on whether and how to approve the Project, pursuant to Section 15050 (b) of the CEQA Guidelines.
5. The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date:
 - (a) The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.
 - (b) The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

- (c) None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.
- (d) The Recipient is in compliance with all State Water Board funding agreements to which it is a party.

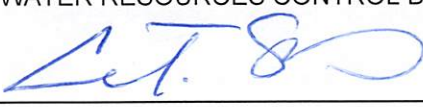
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CITY OF PORTERVILLE:

By: 
Name: Monte Reyes
Title: Mayor

Date: 6/1/2021

STATE WATER RESOURCES CONTROL BOARD:

By: 
Name: Leslie Laudon
Title: Deputy Director *for*
Division of Financial Assistance

Date: 7/15/21

EXHIBIT A – SCOPE OF WORK AND SCHEDULE

A.1. PROJECT PURPOSE AND DESCRIPTION.

The Project is for the benefit of the Recipient and has a Useful Life of at least 40 years. The funding under this Agreement shall be used to provide the residents of two small disadvantaged communities currently served by Akin Water Company (Akin WC) and Central Mutual Water Company (Central MWC) with a sustainable source of safe drinking water.

A.2. SCOPE OF WORK.

The Recipient agrees to do the following: consolidate with Akin WC and Central MWC. Recipient also agrees to construct a new production well, estimated to produce between 1,300 and 1,800 gallons per minute, to provide the needed source capacity for the consolidation of Akin WC, the consolidation of Central MWC, as well as satisfy the remainder of East Porterville residents' capacity needs.

The Recipient agrees to do the following for the Akin WC service area: construct approximately 1,500 feet of 8-inch waterline to provide water service to each customer currently served by Akin WC; install approximately three new fire hydrants and twenty-six new service laterals and meters; and destroy Akin WC's two existing wells.

The Recipient agrees to do the following for the Central MWC service area: construct approximately 1,400 feet of 6-inch waterline to provide water service to each customer currently served by Central MWC; install approximately four new fire hydrants and thirty-four new service laterals and meters; and destroy Central MWC's existing well.

Upon Completion of Construction, the Recipient must expeditiously initiate Project operations.

A.3 SIGNAGE

The Recipient must place a professionally prepared sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and must maintain the sign in good condition for the duration of Project implementation. The sign may include another agency's required information and must include, prominently displayed, the following disclosure statement and color logos (available from the Division):



"Funding for this project has been provided in full or in part under the Drinking Water State Revolving Fund, which may include capitalization funding from the United States Environmental Protection Agency through an agreement with the State Water Resources Control Board."

A.4 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the "Estimated Due Date" column of this table, but Critical Due Date adjustments will require an amendment to this Agreement. The Recipient

must complete and submit all work in time to be approved by the Division prior to the Project Completion Date. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final Reimbursement Request prior to the Final Reimbursement Request Date set forth on the Cover Page.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A – SCOPE OF WORK			
A.	ADDITIONAL SUBMITTAL(S) TO DIVISION		
1.	Final Plans and Specifications		September 1, 2021
2.	Final Budget Approval Package		February 1, 2022
3.	Completion of Construction	October 1, 2023	
B.	REPORTS		
1.	Progress Reports		Quarterly
2.	Final Inspection and Certification		October 1, 2023
3.	Project Completion Report		December 1, 2023
4.	As Needed Reports		TBD
EXHIBIT B – REIMBURSEMENTS, BUDGET DETAIL, AND REPORTING PROVISIONS			
A.	REIMBURSEMENTS		
1.	Reimbursement Requests		Quarterly
2.	Final Reimbursement Request	April 1, 2024	

The Recipient must award the prime construction contract and begin construction timely. The Recipient must deliver any request for extension of the Completion of Construction Date no less than 90 days prior to the Completion of Construction Date.

A.5 PROGRESS REPORTS.

The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement. The Recipient must provide a progress report with each Reimbursement Request. Failure to provide a complete and accurate progress report may result in the withholding of Project Funds, as set forth in Exhibit B. A progress report must contain the following information:

- 1) A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;
- 2) A description of compliance with environmental requirements;
- 3) A listing of change orders including amount, description of work, and change in contract amount and schedule; and
- 4) Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

A.6 SPECIAL REPORTS.

(a) The Recipient must submit a Project Completion Report to the Division with a copy to the appropriate District Office on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must include the following:

- i. Description of the Project,
- ii. Description of the water quality problem the Project sought to address,
- iii. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, and
- iv. Summary of compliance with applicable environmental conditions.

(b) If the Recipient fails to submit a timely Project Completion Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold reimbursements under this Agreement or other agreements, and begin administrative proceedings.

(c) The Recipient must report Disadvantaged Business Enterprise (DBE) utilization to the Division on the DBE Utilization Report, State Water Board Form DBE UR334. The Recipient must submit such reports to the Division annually within ten (10) calendar days following October 1 until such time as the "Notice of Completion" is issued. The Recipient must comply with 40 CFR § 33.301 and require its contractors and subcontractors on the Project to comply.

A.7 FINAL PROJECT INSPECTION AND CERTIFICATION.

Upon completion of the Project, the Recipient must provide for a final inspection and must certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involves the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification must be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification must be submitted to the Project Manager.

EXHIBIT B – FUNDING AMOUNTS

B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.

The estimated reasonable cost of the total Project is set forth on the Cover Page of this Agreement and is greater than or equal to the funding anticipated to be provided by the State Water Board under this Agreement. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.2 RECIPIENT CONTRIBUTIONS.

(a) The loan component of this Agreement is forgiven. The estimated amount of principal that will be due to the State Water Board from the Recipient under this Agreement is Zero dollars and no cents (\$0.00).

(b) The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

(c) If the Recipient recovers funds from any responsible parties, the Recipient shall immediately notify the Division. The amount of this Agreement may be reduced to reflect the recovered funds.

B.3 VERIFIABLE DATA.

Upon request by the Division, the Recipient must submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

B.4 BUDGET COSTS

Budget costs are contained in the Summary Project Cost Table below:

LINE ITEM	TOTAL ESTIMATED COST	PROJECT FUNDING AMOUNT
Construction	\$3,194,720	\$3,194,720
Pre-Purchased Material/Equipment	\$0	\$0
Purchase of Land	\$0	\$0
Contingency	\$638,944	\$638,944
Allowances (Soft Costs)	\$954,000	\$954,000
TOTAL	\$4,787,664	\$4,787,664

The Division's Final Budget Approval and related Form 259 and Form 260 will document a more detailed budget of eligible Project Costs and Project funding amounts.

The Recipient is prohibited from requesting disbursement amounts that represent Recipient's mark-ups to costs invoiced or otherwise requested by consultants or contractors.

Reasonable indirect costs may be allowable upon approval by the Division.

B.5 LINE ITEM ADJUSTMENTS.

Upon written request by the Recipient, the Division may adjust the line items of the Summary Project Cost Table at the time of Division's Final Budget Approval. Upon written request by the Recipient, the Division may also adjust the line items of the Summary Project Cost Table as well as the detailed budget at the time of Recipient's submittal of its final claim. Any line item adjustments to the Summary Project Cost Table that are due to a change in scope of work will require an Agreement amendment. The sum of adjusted line items in both the Summary

Project Cost Table and the detailed budget must not exceed the Project Funding Amount. The Division may also propose budget adjustments.

Under no circumstances may the sum of line items in the budget approved through the Final Budget Approval process exceed the Project Funding Amount. Any increase in the Project Funding Amount will require an Agreement amendment.

B.6 REIMBURSEMENT PROCEDURE.

(a) Except as may be otherwise provided in this Agreement, reimbursements will be made as follows:

1. Upon execution and delivery of this Agreement by both parties, the Recipient may request immediate reimbursement of any eligible incurred costs as specified below through submission to the State Water Board of the Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed.
2. The Recipient must submit a Reimbursement Request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late Reimbursement Requests may not be honored.
3. Additional Project Funds will be promptly disbursed to the Recipient upon receipt of Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of progress reports due under Exhibit A.
4. The Recipient must not request reimbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of reimbursement. Supporting documentation (e.g., receipts) must be submitted with each Reimbursement Request. The amount requested for Recipient's administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed Reimbursement Request. Upon request by the Division, supporting documents for professional and administrative services must include the employees' names, classifications, labor rates, hours worked, and descriptions of the tasks performed. Reimbursement Requests submitted without supporting documents may be wholly or partially withheld at the discretion of the Division.
5. The Recipient must spend Project Funds within 30 days of receipt. If the Recipient earns interest earned on Project Funds, it must report that interest immediately to the State Water Board. The State Water Board may deduct earned interest from future reimbursements.
6. The Recipient shall not request a reimbursement unless that Project Cost is allowable, reasonable, and allocable.
7. Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.

(b) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

(c) Except as follows, construction costs and disbursements are not available until after the Division has approved the final budget form submitted by the Recipient. The Deputy Director of the Division may authorize the disbursement of up to ten percent (10%) of Project Funds for the reimbursement of eligible construction costs and pre-purchased materials prior to Division approval of the final budget form submitted by the Recipient. All other construction costs are not eligible for reimbursement until after this the Division has approved the final budget form submitted by the Recipient. Construction costs incurred prior to the Eligible Construction Start Date are not eligible for reimbursement.

B.7 REVERTING FUNDS AND DISENCUMBRANCE.

In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement by the Final Reimbursement Request Date, any remaining funds revert to the State. The State Water Board may notify the Recipient that the project file is closed, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV

GENERAL TERMS AND CONDITIONS 2019-NOV is incorporated by reference and is posted at
https://www.waterboards.ca.gov/water_issues/programs/grants_loans/general_terms.html

EXHIBIT D – SPECIAL CONDITIONS

1. Notwithstanding Exhibit C, the following terms have no meaning for the purposes of this Agreement:
 - Work Completion
 - Work Completion Date
2. Each capitalized term used in this Agreement has the following meaning:
 - "Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.
 - "Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.
 - "Completion of Construction" means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete, and is established on the Cover Page of this Agreement.
 - "District Office" means District Office of the Division of Drinking Water of the State Water Board.
 - "Division of Drinking Water" means the Division of Drinking Water of the State Water Board.
 - "Eligible Construction Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which construction costs may be incurred and eligible for reimbursement hereunder.
 - "Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any non-construction costs may be incurred and eligible for reimbursement hereunder.
 - "Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.
 - "Event of Default" means, in addition to the meanings set forth in Exhibit C, the occurrence of any of the following events:
 - a) A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
 - b) Failure to operate the System or the Project without the Division's approval;
 - "Final Budget Approval" means the Division-approved final budget for the Project, as set forth in Exhibit B.
 - "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.
 - "Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.
 - "Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.
 - "Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with GAAP, including all

reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.

- "Reimbursement Request" means the Recipient's request for Project Funds from the State Water Board as set forth in Exhibit B.
- "Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.
- "System" means all drinking water collection, transport, treatment, storage, and delivery facilities, including land and easements thereof, owned by the City of Porterville, or its successor agency, and all other properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.
- "Useful Life" means the economically useful life of the Project beginning at Project Completion and is set forth in Exhibit A.

3. Acknowledgements.

The Recipient must include the following acknowledgement in any document, written report, or brochure to be shared with the general public prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part under the Drinking Water State Revolving Fund, which may include capitalization funding from the United States Environmental Protection Agency through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

4. Rates and Charges. The Recipient must, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs, and must ensure that Net Revenues are in an amount necessary to meet its obligations under this Agreement. The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.
5. [RESERVED]
6. [RESERVED].

7. Environmental/Technical Special Conditions

Technical:

1. The Recipient shall submit its professional engineering services contract to the Division prior to disbursement of funds for costs incurred under such contract.
2. The Recipient shall not solicit bids, award a contract, or commence construction activities until final plans and specifications are approved by the Division of Drinking Water Tulare District Office Engineer and the Project Manager.
3. The Recipient must submit final consolidation agreements with Akin WC and Central MWC, in a form satisfactory to the Division, and receive written approval from the Project Manager to proceed before Project Funds may be disbursed for any Project Costs under the Agreement.
4. Upon completion of the Project the Recipient shall submit a water supply permit amendment request for review to the Division of Drinking Water Tulare District Office.

Environmental:

1. The documents identified below are incorporated by reference and the Recipient shall comply with the conditions and recommendations therein:
 - a. The Mitigation Monitoring and Reporting Program adopted by the State Water Board on June 16, 2016 for the Project. The Recipient shall implement all mitigation measures therein.
 - b. The letter dated February 12, 2020, from Patricia Cole of the United States Fish and Wildlife Service, San Joaquin Valley Division to Douglas E. Eberhardt of the United States Environmental Protection Agency, including, but not limited to, the following:
 - i. Implement Avoidance and Minimization Measures and Best Management Practices prior to and during construction activities to minimize and avoid effects to the San Joaquin kit fox.
 - c. The Mitigation Monitoring and Reporting Program adopted by the City of Porterville on April 21, 2020 for the Central Mutual Water Company Consolidation Project. The Recipient shall implement all mitigation measures therein.
2. In the Recipient's Quarterly Reports submitted pursuant to this Agreement, the Recipient shall include a discussion of the status of its compliance with environmental measures identified in this Exhibit D, with separate sections clearly labeled and titled, discussing the status of Recipient's compliance.
3. In the Recipient's Project Completion Report submitted pursuant to this Agreement, the Recipient shall include a discussion of its compliance with environmental measures identified in this Exhibit D, with separate sections clearly labeled and titled, discussing the status of Recipient's compliance.
8. [RESERVED].
9. Appointment of Receiver/Custodian. Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the State Water Board under this Agreement, the State Water Board may make application for the appointment of a receiver or custodian of the Revenues, pending such proceeding, with such power as the court making such appointment may confer.
10. [RESERVED].
11. Damages for Breach of Federal Conditions. In the event that any breach of any of the provisions of this Agreement by the Recipient results in the failure of Project Funds to be used pursuant to the provisions of this Agreement, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

12. [RESERVED].

13. Operation and Maintenance. The Recipient shall sufficiently and properly staff, operate, and maintain the facility and structures constructed or improved as part of the project throughout the term of this Agreement, consistent with the purposes of this Agreement. The Recipient assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation.

14. Insurance. The Recipient will procure and maintain or cause to be maintained insurance on the System and Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System or Project) as are usually covered in connection with systems similar to the System or Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program. In the event of any damage to or destruction of the System or Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System or Project. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the System and Project must be free and clear of all claims and liens. Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

15. Notice Events. Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Party Contacts by phone and email within the time specified below:

- a. The Recipient must notify the Division within 24 hours by phone at (916) 327-9978 and by email to DrinkingWaterSRF@waterboards.ca.gov of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.
- b. The Recipient must notify the Division promptly of the occurrence of any of the following events:
 - i. Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
 - ii. Change of ownership of the Project (no change of ownership may occur without written consent of the Division);
 - iii. Loss, theft, damage, or impairment to Project;
 - iv. Events of Default, except as otherwise set forth in this section;

- v. A proceeding or action by a public entity to acquire the Project by power of eminent domain.
- vi. Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity or the Recipient's continued existence;
- vii. Consideration of dissolution, or disincorporation;
- viii. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.
- ix. The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this funding, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
- x. Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
- xi. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more;
- xii. Any Project monitoring, demonstration, or other implementation activities required in this Agreement;
- xiii. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
- xiv. Any event requiring notice to the Division pursuant to any other provision of this Agreement.
- xv. Completion of work on the Project.
- xvi. The Recipient must promptly notify the Division and Party Contacts of cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- xvii. The Recipient must promptly notify the Division and Party Contacts of the discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during implementation of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
- xviii. The Recipient must promptly notify the Division and Party Contacts of Completion of Construction, and Project Completion;
- xix. The Recipient must promptly notify the Division and Party Contacts of the award of the prime construction contract for the Project; and the Recipient must promptly notify the Division and Party Contacts of Initiation of construction of the Project.

xx. The occurrence of a material breach or event of default under any Recipient obligation that results in the acceleration of principal or interest or otherwise requires immediate prepayment, repurchase or redemption.

xxi. [RESERVED].

16. Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project. The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.
17. State Cross-Cutters. Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:
- a) The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
 - b) Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
 - c) Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
 - d) Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
 - e) Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
 - f) Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
 - g) Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
 - h) Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
 - i) Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
 - j) Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
 - k) The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.
18. Financial Management Systems. The Recipient must comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been

used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Recipient is bound by, and must comply with, the provisions and requirements of the federal Single Audit Act of 1984 and 2 CFR Part 200, subpart F, and updates or revisions, thereto.

19. Access and Inspection. In addition to the obligations set forth in section 2 of the General Terms and Conditions incorporated in Exhibit C of this Agreement, the Recipient must ensure that the United States Environmental Protection Agency, the Office of Inspector General, any member of Congress, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during the term of the Agreement.
20. Fraud, Waste, and Abuse. The Recipient shall prevent fraud, waste, and the abuse of Project Funds, and shall cooperate in any investigation of such activities that are suspected in connection with this Agreement. The Recipient understands that discovery of any evidence of misrepresentation or fraud related to reimbursement requests, invoices, proof of payment of invoices, or other supporting information, including but not limited to double or multiple billing for time, services, or any other eligible cost, may result in referral to the Attorney General's Office or the applicable District Attorney's Office for appropriate action. The Recipient further understands that any suspected occurrences of false claims, misrepresentation, fraud, forgery, theft or any other misuse of Project Funds may result in withholding of reimbursements and/or the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder.
21. Disputes. The Recipient must continue with the responsibilities under this Agreement during any dispute. The Recipient may, in writing, appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute. This provision does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law. This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.
22. Additional Representations and Warranties. The Recipient makes the following representations and warranties:
 - a. [RESERVED].
 - b. The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application, a material fact that makes the statements in its application not misleading.
 - c. The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.
 - d. The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the Cover Page.

- e. Except as set forth in this paragraph, there are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the Revenues, and/or the Project.
 - f. There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.
 - g. The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.
 - h. Any financial statements or other financial documentation of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements or other financial documentation: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements or other financial documentation, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements or other financial documentation been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.
 - i. The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.
 - j. The Recipient has no conflicting or material obligations, except as set forth in this paragraph.
 - k. The Recipient legally possesses all real property rights necessary for the purposes of this Agreement, not subject to third party revocation, which rights extend at least to the Records Retention End Date of this Agreement, except as set forth in this paragraph.
 - l. The Recipient and its principals, to the best of the Recipient's knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized; nor have they engaged or permitted the performance of services covered by this Agreement from parties that are debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized.
 - m. The Recipient possesses all water rights necessary for this Project.
23. Federal SRF Requirements. The Recipient acknowledges, warrants compliance with, and covenants to continuing compliance with the following federal terms and conditions for the Useful Life of the Project:
- a. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient shall not purchase "iron and steel products" produced outside of the United States on this Project. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the

Recipient hereby certifies that all "iron and steel products" used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

- b. The Recipient must include in full the Wage Rate Requirements (Davis-Bacon) language incorporated by reference in Section 2 of this Agreement in all construction contracts and subcontracts.
- c. The Recipient shall notify the State Water Board and the USEPA contact of public or media events publicizing the accomplishment of significant events related to this Project and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
- d. The Recipient shall comply with applicable EPA general terms and conditions found at <http://www.epa.gov/ogd>.
- e. No Recipient may receive funding under this Agreement unless it has provided its DUNS number to the State Water Board.
- f. [RESERVED]
- g. The Recipient represents and warrants that it and its principals are not excluded or disqualified from participating in this transaction as such terms are defined in Parts 180 and 1532 of Title 2 of the Code of Federal Regulations (2 CFR). If the Recipient is excluded after execution of this Agreement, the Recipient shall notify the Division within ten (10) days and shall inform the Division of the Recipient's exclusion in any request for amendment of this Agreement. The Recipient shall comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR. Such compliance is a condition precedent to the State Water Board's performance of its obligations under this Agreement. When entering into a covered transaction as defined in Parts 180 and 1532 of 2 CFR, the Recipient shall require the other party to the covered transaction to comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR.
- h. To the extent applicable, the Recipient shall disclose to the State Water Board any potential conflict of interest consistent with USEPA's Final Financial Assistance Conflict of Interest Policy at <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>. A conflict of interest may result in disallowance of costs.
- i. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.
- j. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the Recipient. The Recipient must utilize the Interagency Edison extramural invention reporting system at <http://Edison.gov> and shall notify the Division when an invention report, patent report, or utilization report is filed.

- k. The Recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the Disclosure statement set forth in Exhibit A.
- l. The Recipient acknowledges that it is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.
- m. The Recipient, its employees, contractors and subcontractors and their employees warrants that it will not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement if the Recipient that is a private entity is determined to have violated the foregoing.
- n. The Recipient certifies to the best of its knowledge and belief that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the State Water Board.
 - iii. The Recipient shall require this certification from all parties to any contract or agreement that the Recipient enters into and under which the Recipient incurs costs for which it seeks disbursements under this Agreement.
- o. The Recipient must comply with the following federal non-discrimination requirements:
 - i. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
 - ii. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
 - iii. The Age Discrimination Act of 1975, which prohibits age discrimination.
 - iv. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
 - v. 40 CFR Part 7, as it relates to the foregoing.
 - vi. Executive Order 13798, including, to the greatest extent practicable and to the extent permitted by law, the requirement to respect and protect the freedom of persons and organizations to engage in political and religious speech
 - vii. All applicable federal civil rights regulations, including statutory and national policy requirements (2 CFR section 200.300).

- p. Executive Order No. 11246. The Recipient shall include in its contracts and subcontracts related to the Project the following provisions:

"During the performance of this contract, the contractor agrees as follows:"(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(d) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

- q. The Recipient agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises as set forth in this Agreement.
- r. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, the Recipient may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: <http://www.sam.gov/>.
- s. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655. The Recipient must comply with the Act's implementing regulations at 49 CFR 24.101 through 24.105.
- t. The Recipient agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure.
- u. All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov.
- v. If the Recipient is a water system that serves 500 or fewer persons, the Recipient represents that it has considered publicly-owned wells as an alternative drinking water supply.
- w. The Recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- x. The Recipient agrees to immediately notify the Project Manager in writing about any allegation of research misconduct involving research activities that are supported in whole or in part with EPA funds under this Project, including fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, or ordering, advising, or suggesting that subordinates engage in research misconduct.
- y. The Recipient agrees to comply with, and require all contractors and subcontractors to comply with, EPA's Scientific Integrity Policy, available at <https://www.epa.gov/osa/policy-epa-scientific-integrity>, when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.
- z. The Recipient shall not suppress, alter, or otherwise impede the timely release of scientific findings or conclusions; intimidate or coerce scientists to alter scientific data, findings, or professional opinions or exert non-scientific influence on scientific advisory boards; knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty; or otherwise violate the EPA's Scientific Integrity Policy. The Recipient must refrain from acts of research misconduct, including publication or reporting, as described in EPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C, and must ensure scientific findings are generated and

disseminated in a timely and transparent manner, including scientific research performed by contractors and subcontractors.

- aa. The Recipient agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training," available at <http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples>.
- bb. The Recipient certifies that no Project Funds will be used on:
 - i. Video surveillance or telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - ii. Telecommunications or video surveillance services produced by such entities;
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; or
 - iv. Other telecommunications or video surveillance services or equipment in violation of [2 CFR 200.216](#).



CITY COUNCIL AGENDA – JULY 19, 2022

SUBJECT: Landscape and Lighting District Annual Assessments

SOURCE: Parks and Leisure Services

COMMENT: The City has created seventy-four (74) Landscape and Lighting Maintenance Districts (LLMD's) since 1989. The original District has seventeen (17) areas annexed for new developments, in addition to the original area. Since 1996, new districts have been formed for each new development, representing Districts 2 through 56.

Annually, a process of evaluating maintenance needs and establishing an assessment for each LLMD must be followed. At its meeting on June 20, 2022, the City Council preliminarily approved the annual Engineer's Report which indicates the proposed assessments for the 2022-2023 Fiscal Year. The assessments, once approved by the Council, are placed upon the tax bill of property owners as a special assessment, and collected by the County of Tulare by August 10, 2022, in order to be placed upon the tax rolls.

The Engineer's Report provides the financial detail on each district. District fund balances are reviewed on an annual basis to determine funding needs for maintenance, as well as determining assessment requirements. Based on this analysis, staff was able to determine that not all districts will be assessed this fiscal year.

RECOMMENDATION: That the City Council:

1. Conduct a Public Hearing on the 2022-2023 assessments for the Landscape and Lighting Maintenance Districts to take comments or receive protests on the proposed assessments; and
2. Adopt the draft Resolution ordering the continued maintenance of Landscape and Lighting Maintenance Districts and confirming the Engineer's Report and Assessments for the 2022-2023 Fiscal Year.

ATTACHMENTS:

1. Draft Resolution
2. Engineer's Report for Fiscal Year 2022-2023

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

RESOLUTION NO.: -2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ORDERING THE CONTINUED MAINTENANCE OF LANDSCAPING AND LIGHTING MAINTENANCE DISTRICTS AND CONFIRMING THE ENGINEER'S REPORT AND ASSESSMENT FOR 2022-2023 FISCAL YEAR

WHEREAS, the City Council of the City of Porterville did on the 20th day of June, 2022 adopt its Resolution of Intention No. 50-2022 to order the therein described work in connection with the continuation of assessment procedures in Landscape and Lighting Maintenance Districts, which Resolution of Intention No. 50-2022 was duly and legally published in the time, form and manner as required by Law, shown by the Affidavit of Publication of said Resolution of Intention on file in the Office of the City Clerk; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in the proceeding and concerning the necessity for the contemplated work and the benefits to be derived there from, and said City Council having now acquired jurisdiction to order the proposed work;

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

SECTION 1. **IT IS HEREBY RESOLVED** by the City Council of the City of Porterville that the public interest and convenience require the continuation of assessment procedures for the districts, and said City Council hereby orders that the work and assessment, as set forth and described in said Resolution of Intention No. 50-2022 be done and made; and

SECTION 2. **BE IT FURTHER RESOLVED** that the report filed by the Engineer is hereby finally approved; and

SECTION 3. **BE IT FURTHER RESOLVED** that the assessments for fiscal year 2022-2023 and method of assessment in the Engineer's Report are hereby approved; and

SECTION 4. **BE IT FINALLY RESOLVED** that the assessments are in compliance with California Code, that they are without regard to property valuation, and in compliance with Chapter 1, Article 4, and Chapter 3, Division 15 of the Streets and Highway Code allowing the placement of the charge on the tax roll for collection.

APPROVED, PASSED AND ADOPTED this 19th day of July, 2022.

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

**CITY OF PORTERVILLE, CALIFORNIA
ENGINEER'S REPORT FOR
LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS
2022-2023 FISCAL YEAR**

SECTION 1. Authority for Report

This report is prepared by order of the City Council of the City of Porterville, Resolution Number. The report is in compliance with the requirements of Chapter 1, Article 4, and Chapter 3, Division 15 of the Streets and Highways Code, State of California (Landscaping and Lighting Act of 1972).

SECTION 2. General Description

The City Council has heretofore elected to place the permanent landscape area along Westwood Street of Westwood Estates, Unit 1, 2, and 3 subdivisions, into Landscape and Lighting Maintenance District No. 1 and to annex the permanent landscape areas along the perimeter streets of the following developments:

1. Annexation No. 2 = Hillcrest Street right-of-way, fire access road, Jasmine Drive entries; west perimeter including the parcel on which the water tank is located, viewpoint look-out parcel at the northwest corner of Jasmine Ranch Subdivision, and the pedestrian access to each cul-de-sac from Hillcrest Street.
2. Annexation No. 4 = LaVida Park Subdivision green belt, east on Plum Way Street and the entries east along Beverly Street.
3. Annexation No. 5 = Westwood Estates #4 Subdivision, along the north and south entries adjacent to the block wall on Westwood Street and the median divider on White Chapel Lane including all trees in front yard planting strip.
4. Annexation No. 6 = Northpointe Subdivision includes lighting located south of Westfield Avenue and east of Mathew Street.
5. Annexation No. 10 = Westview Subdivision located on the corner of Westfield Avenue and Cobb Street.
6. Annexation No. 11 = New Horizons Phase One Subdivision and the remainder parcel located along Springville Ave, and Indiana Street.
7. Annexation No. 14 = Wisconsin Manor I Subdivision located on the corner of Wisconsin Way.
8. Annexation No. 19 = Castle Woods Phase I Subdivision location along Castle Avenue and Newcomb Street.
9. District No. 4 = River Springs Phase 1 Subdivision located along Newcomb Street.
10. District No. 5 = Castle Woods Phase II Subdivision located at Median Avenue and Salisbury.
11. District No. 7 = Ford Estates located on the corner of Roby and Westwood Avenue.

12. District No. 8 = River Breese located on Newcomb Street Between Pasty and Spring Streets.
13. District No. 12 = Westwood Estates, Unit5, Phase 2, located on Henderson Avenue and Brandy Way.
14. District No. 15 = Meadowood, Phase One Subdivision, located on Newcomb Street, Cheryl Avenue and York Street.
15. District No. 19 = Williams Ranch, Phase One Located south of Westfield Avenue on Silver Maple Street, Wall Court and San Lucia Court.
16. District No. 20 = West View Place Subdivision located on Median Avenue.
17. District No. 23 = River Estates Phase Three Subdivision located Roby Avenue, Belmont, Orange Avenue, Forest Avenue and Parkwest Street.
18. District No. 24 = Orchard Ridge, Phase Eight Subdivision located on Mathew Street, Michael Street, Pamela Avenue and Santa Maria Avenue.
19. District No. 25 = Casas Del Rio Subdivision located on Date Street, Casas Del Rio Avenue, Presidio Avenue, Rio Bonito Street, Alamo Court, Camallia Street, Tule Court and Rio Vista Avenue.
20. District No. 28 = Meadowood, Phase Three Subdivision located on Westfield Avenue, Cheryl Avenue, Salisbury Street, Julieann Avenue and Pioneer Avenue.
21. District No. 29 = River Springs Phase 3 Subdivision located on Date Avenue, River Springs Drive and Atkins Court.
22. District No. 30 = Sierra Meadows, Phase 1, Subdivision located at Indiana Street and Gibbons Avenue.
23. District No. 31 = Williams Ranch, Phase 2 and 3 Subdivision on Westwood Street between Henderson and Westfield Avenues.
24. District No. 33 = New Expressions, Phase 4 Subdivision located on Indiana Street, between Springville Avenue and the Tule River.
25. District No. 34 = Meadow Breeze, Phase 3 Subdivision located on Matthew Street, Michael Place, Verdugo Place, Lu Ann Place, Belmont Place, Brian Avenue and Castle Avenue.
26. District No. 35 = Meadow Breeze, Phase 1 Subdivision located on Pioneer Avenue and Salisbury Street.
27. District No. 37 = River View Estates Phase 4 Subdivision located south of Olive Avenue, and east of Mathew Street, including Union Lane and Parkwest Street.
28. District No. 38 = Ranch Victoria, Phase One Subdivision located on the north side of Putnam Avenue and east of Mathew Street
29. District No. 39 = Williams Ranch Phase 4 Subdivision, including Theta Avenue, Bel-Aire Court, Terry Court, Silver Maple Street and Red Oak Street.

30. District No. 40 = Amalene Estates Subdivision located on Westwood between the Tule River and Olive Avenue, including Vine Avenue, Clare Avenue, Clare Court, and Dogwood Street.
31. District No. 43 = Sierra Meadows Phase Two Subdivision located on Jaye Street and Gibbons Avenue and including Stacie, Yates and Melinda Avenues and Mesa Oak and Pearson Streets.
32. District No. 44 = Summit Estates, Phase One Subdivision located along Mathew Street and includes Orange Avenue and Lombardi and Argyle Streets.
33. District No. 46 = Moorea Manor Subdivision located along Newcomb and includes San Lucia Lane.
34. District No. 47 = Chelsea Glen Subdivision located east of Newcomb Avenue and south of Linda Vista Avenue including Chelsea Way, Shelly Lane, Becky Way, Kimberly Place and Ben Circle.
35. District No. 53 = Trooper Terrace Subdivision located on the west side of Westwood Street between Henderson Avenue and Luisa Avenue.

SECTION 3. Plans and Specifications

The plans and specifications for the landscaping have been prepared by the developers' engineers and have been approved as part of the improvement plans for the various developments. The plans and specifications for the landscaping are in conformance with the requirements of the City Council's conditions of approval of said Parcel Maps and Subdivisions.

Reference is hereby made to said subdivision maps, parcel maps and assessment diagrams for the exact location of the landscape areas. The plans and specifications by reference are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto.

SECTION 4. Improvements

Landscaping improvements will include landscaping the entry ways, medians and areas behind subdivision block wall.

SECTION 5. Estimated Maintenance Costs

Maintenance is currently being performed by City staff and contract services. Accordingly, the City's record-keeping will be required to be sufficiently accurate to detail the expenses incurred on behalf of each individual annexation so that these costs may be recaptured through assessments.

The City Finance Department presently maintains records of expenditures for each annexation. Because of the restrictions placed upon municipal budgets through the passage of Proposition No. 218 and the lag between the time assessments are made and revenues are collected by the City, it

is appropriate that assessments be made in advance of the anticipated expenditures to provide working capital for the maintenance effort. The fund balance for some districts would appear to justify a refund, however, it is clear that some of the costs for some of the districts have not been properly recognized. The staff is committed to identifying the discrepancies and rectifying during this fiscal year. Refunds have been included in the form of one-time adjustments to the assessment reducing the amount actually assessed per lot.

The assessments include costs accumulated to date and estimated costs for the 2022-2023 Fiscal Year for Landscape and Lighting District No. 1, including Annexations 2, 4, 5, 6, 10, 11, 14 and 19; Districts 1, 4, 5, 7, 8, 12, 15, 19, 20, 23, 24, 25, 28, 29, 30, 31, 33, 34, 35, 37, 38, 39, 40, 43, 44, 46, 47, and 53.

SECTION 6. Assessment Diagram

Copies of the assessment diagrams were attached to each individual Engineer's Reports and were labeled "Exhibit A". An Index Map is attached to this report identifying the location of the original district and each annexation.

SECTION 7. Assessment

The City Council, in forming Landscape and Lighting Maintenance District No. 1 and in annexing territories to the district, has maintained the philosophy that the subdivider or developer is responsible for the plantings, irrigation system and the maintenance of the improvements until they become well established. The assessments for maintenance thus only include anticipated costs incurred subsequent to the acceptance of the system by the City Council on behalf of the Maintenance District.

An exception to this philosophy is at Annexation No. 1, Airport Industrial Park, where the owners and the City will share costs for the plantings and irrigation system and the maintenance of improvements.

The maintenance of the landscaping is vital for the protection of both economic and humanistic values of the development. The City Council has heretofore determined that for the preservation of values incorporated within developments adjacent to landscaped areas, the landscaped areas should be included in a maintenance district to ensure satisfactory levels of maintenance. The establishment of the assessment for each development must be on a unit by unit basis which will preserve the integrity of each project. There should be a review of each annexation and District to determine if there are changed conditions that effect the assessment.

The determination of benefit for the lots within the districts takes into consideration the facts for the original districts and all annexations thereto.

Following are estimated maintenance costs and assessments for each District and Annexation.

Annexation No. 2 - Jasmine Ranch
Fiscal Year 2022/2023
Maximum Assessment \$8,000.00

Estimated Accumulated Costs 2021/2022 \$ 7,303.81

Maintenance:	22,100	sq.ft. of landscaping area
Project Management:	22	lots
Fund Balance:	\$ 2,344.54	

1. Landscape	22,100	sq.ft.	@	\$ 0.190	=	\$ 4,199.00
2. Utilities	22,100	sq.ft.	@	\$ 0.150	=	\$ 3,315.00
3. Repair/Maintenance	22,100	sq.ft.	@	\$ 0.100	=	\$ 2,210.00
4. Tree Maintenance	22,100	sq.ft.	@	\$ 0.005	=	\$ 110.50
5. Printing/Postage	22,100	sq.ft.	@	\$ 0.004	=	\$ 77.35
				\$ 0.449	=	\$ 9,911.85

Maintenance	22,100	sq.ft.	x	\$ 0.449	=	\$ 9,911.85
Administrative Fee	\$ 9,911.85		x	\$0.10		\$ 991.19
County Fee	22		x	\$1.00/per lot		\$ 22.00
Reserves 15% of total cost of maintenance						\$ 1,486.78
Eliminate deficit fund balance over 10 years - 10% of fund deficit						\$ 8.46
						\$ 12,420.27

FORMULA FOR ASSESSMENT

$$A = \text{Assessment per lot} = \frac{\text{Total Assessment} - F}{L}$$

$$L = \text{Number of lots}$$

$$F = \text{Assessment for remainder parcel}$$

The 2022/2023 assessment will be spread based upon the above formula. There are 22 lots in Unit One. The 47.89 acre remainder parcel is included on the final subdivision map and will be assessed 20% of the total estimated cost for landscaping maintenance until it is developed at which time it will be combined with the other completed units and assessed fully.

Estimated Assessment $F = \$12,453.25 \times .20 = \$2,490.85$ for remainder
 $A = \$12,453.25 - \$2,490.85 = \$452.84$ per lot in Unit One

2021/2022 Assessment $F = \$8,000 \times .20 = \$1,600.00$ for remainder
 $A = \$8,000 - \$1,600 = \$290.90$ per lot in Unit One
 22

2022/2023 Assessment $F = \$8,000 \times .20 = \$1,600.00$ for remainder
 $A = \$8,000 - \$1,600 = \$290.90$ per lot in Unit One
 22

Annexation No. 4 - La Vida Park
Fiscal Year 2022/2023
Maximum Assessment \$2,469.42

Estimated Accumulated Costs 2021/2022 \$ 3,199.84

Maintenance:	3,790	sq. ft. of landscaping area, 437 feet of wall
Project Management:	17	lots
Fund Balance:	\$ (1,616.23)	

1. Landscape	3,790	sq.ft.	@	\$	0.450	=	\$ 1,705.50
2. Utilities	3,790	sq.ft.	@	\$	0.400	=	\$ 1,516.00
3. Repair/Maintenance	3,790	sq.ft.	@	\$	0.150	=	\$ 568.50
4. Tree Maintenance	3790	sq.ft.	@	\$	0.100	=	\$ 379.000
5. Printing/Postage	3,790	sq.ft.	@	\$	0.020	=	\$ 75.80
				\$	1.120	=	\$ 4,244.80

Maintenance	3,790	sq.ft.	x	\$	1.120	=	\$ 4,244.80
Administrative Fee	\$ 2,842.50		x	\$	0.10		\$ 284.25
County Fee	17 lots		x	\$1.00/per lot			\$ 17.00
Reserves 15% of total cost of maintenance							\$ 636.72
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit							\$ 161.62
							\$ 5,344.39

Estimated Cost Per Year	\$	5,344.39	=	\$	197.18
		17			

2021/2022 Assessment	\$	2,469.42	=	\$	145.26
		17			

2022/2023 Assessment	\$	2,469.42	=	\$	145.26
		17			

Annexation No. 6 - Northpointe Subdivision
Fiscal Year 2022/2023
Maximum Assessment \$ 1,722.52

Estimated Accumulated Costs 2021/2022 \$ 526.30

Maintenance:	lighting:	6 ea. @ 5,800 lumens
		11 ea. @ 9,500 lumens
		2 ea. @ 16,000 lumens
Project Management:	81	lots
Fund Balance:	\$	634.34

1. Utilities	11 @ 5,800 lumens	x	\$ 104.16	=	\$ 624.96
	8 @ 9,500 lumens	x	\$ 125.16	=	\$ 1,376.76
2. Printing/Postage	1	@	\$ 75.000	=	\$ 75.00
					<u>\$ 2,076.72</u>

e

Maintenance	\$	2,076.72	x	1	=	\$ 2,076.72
Administrative Fee	\$	2,076.72	x	\$ 0.10	=	\$ 207.67
County Fee		81	x	\$1.00/per lot	=	\$ 81.00
Reserves 15% of total cost of maintenance						\$ 311.51
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						<u>\$ -</u>
						<u>\$ 2,676.90</u>

Estimated Cost Per Year		<u>\$ 2,676.90</u>	=	\$ 33.05
		81		

2022/2023 Assessment		<u>\$ 1,045.80</u>	=	\$ 12.90
		81		

Annexation No. 10 - Westview Subdivision
Fiscal Year 2022/2023
Maximum Assessment \$1,824.30

Estimated Accumulated Costs 2021/2022 \$ 2,266.24

Maintenance:	1,307	sq.ft. of landscaping area
Lighting	4	ea. @ 5,800 lumens
Project Management:	16	lots
Fund Balance:	\$ (226.40)	

1. Landscape	1,307	sq.ft. @ \$	0.600	=	\$ 784.20
2. Utilities	1,307	sq.ft. @ \$	0.400	=	\$ 522.80
3. Repair/Maintenance	1,307	sq.ft. @ \$	0.300	=	\$ 392.10
4. Printing/Postage	1,307	sq.ft. @ \$	0.058	=	\$ 75.81
			<u>\$ 1.358</u>	=	<u>\$ 1,774.91</u>

Maintenance	1,307	sq.ft. x \$	1.358	=	\$ 1,774.91
Administrative Fee	\$ 1,774.91	x \$0.10		=	\$ 177.49
County Fee	16	x \$1.00/per lot		=	\$ 16.00
Reserves 15% of total cost of maintenance				=	\$ 266.24
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$ 22.64
					<u>\$ 2,257.27</u>

Estimated Cost Per Year	\$ <u>2,257.27</u>	=	\$ 141.08
	16		

2021/2022 Assessment	\$ <u>1,824.30</u>	=	\$ 114.02
	16		

2022/2023 Assessment	\$ <u>1,824.30</u>	=	\$ 114.02
	16		

Annexation No. 11 - New Horizons Phase 1 Subdivision
Fiscal Year 2022/2023
Maximum Assessment \$1,045.80

Estimated Accumulated Costs 2021/2022 \$ 539.95

Maintenance:	lighting:	6 ea. @ 5,800 lumens 11 ea. @ 9,500 lumens 2 ea. @ 16,000 lumens
Project Management:	63	lots
Fund Balance:	\$ (1,211.30)	

1. Utilities	6 @ 5,800 lumens	x	\$ 104.16	=	\$ 624.96
	11 @ 9,500 lumens	x	\$ 125.16	=	\$ 1,376.76
	2 @ 16,000 lumens	x	\$ 327.36	=	\$ 327.36
2. Printing/Postage	1	@	\$ 75.000	=	\$ 75.00
					\$ 2,404.08
				=	

Maintenance	\$ 2,404.08	x	1	=	\$ 2,404.08
Administrative Fee	\$ 2,404.08	x	\$ 0.10	=	\$ 240.41
County Fee	63	x	\$1.00/per lot	=	\$ 63.00
Reserves 15% of total cost of maintenance				=	\$ 360.61
Eliminate Deficit Fund Balance over 10 years - 10% of fund del				=	\$ 121.13
					\$ 3,189.23

Estimated Cost Per Year	\$ 3,189.23	=	\$ 50.62
	63		

2022/2023 Assessment	\$ 1,045.80	=	\$ 16.60
	63		

Annexation No. 14 - Wisconsin Manor 1 Subdivision Fiscal Year 2022/2023 Maximum Assessment \$1,824.69

Estimated Accumulated Costs 2021/2022 \$ 562.41

Maintenance: 3,030 sq.ft. of landscaping area
 Lighting: 3 ea. @ 5,800 lumens
 Project Management: 8 lots
 Fund Balance: \$ (1,129.15)

1. Landscape	3,030	sq.ft.	@	\$ 0.050	=	\$ 151.50
2. Utilities	3,030	sq.ft.	@	\$ 0.130	=	\$ 393.90
3. Repair/Maintenance	3,030	sq.ft.	@	\$ 0.030	=	\$ 90.90
4. Printing/Postage	3,030	sq.ft.	@	\$ 0.025	=	\$ 75.75
				<u>\$ 0.235</u>	=	<u>\$ 712.05</u>

Maintenance	3,030	sq.ft.	x	\$ 0.235	=	\$ 712.05
Administrative Fee	\$ 712.05		x	\$0.10	=	\$ 71.21
County Fee	8 lots		x	\$1.00/per lot	=	\$ 8.00
Reserves	15% of total cost of maintenance					\$ 106.81
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						\$ 112.92
						<u>\$ 1,010.98</u>

Estimated Cost Per Year	<u>\$ 1,010.98</u>	=	\$ 126.37
	8		
2021/2022 Assessment	<u>\$ 1,824.69</u>	=	\$ 228.08
	8		
2022/2023 Assessment	<u>\$ 1,824.69</u>	=	\$ 228.08
	8		

Annexation No. 19 - Castle Woods Phase 1 Subdivision Fiscal Year 2022/2023 Maximum Assessment \$919.20
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Estimated Accumulated Costs 2021/2022

276.88

Maintenance:	lighting:	9 ea. @ 5,800 lumens
		1 ea. @ 16,000 lumens
Project Management:	30	lots
Fund Balance:	\$	(269.30)

1. Utilities	9 @ 5,800 lumens	x \$	104.160	=	\$	937.44
	1 @ 16,000 lumens	x \$	327.36	=	\$	327.36
2. Printing/Postage	1	@ \$	75.00	=	\$	75.00
					<u>\$</u>	<u>1,339.80</u>

Maintenance	\$	1,339.80	x	1	=	\$	1,339.80
Administrative Fee	\$	1,339.80	x \$	0.10	=	\$	133.98
County Fee		30	x \$1.00/per lot	=	\$	30.00	
Reserves 15% of total cost of maintenance					\$	200.97	
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					<u>\$</u>	<u>26.93</u>	
					<u>\$</u>	<u>1,731.68</u>	

Estimated Cost Per Year	<u>\$</u>	<u>1,731.68</u>	=	\$	57.72
		30			

2022/2023 Assessment	<u>\$</u>	<u>919.20</u>	=	\$	30.64
		30			

District No. 4 - River Springs Phase 1 Subdivision
Fiscal Year 2022/2023
Approved CPI 2003 (Adjusted 2003)
Maximum Assessment \$3,134.58

Estimated Accumulated Costs 2021/2022 \$ 3,233.66

Maintenance: 2,100 sq.ft. of landscaping area
Project Management: 51 lots
Fund Balance: \$ (615.66)

1. Landscape	2,100	sq.ft. @ \$	0.980	= \$	2,058.00
2. Utilities	2,100	sq.ft. @ \$	0.380	= \$	798.00
3. Repair/Maintenance	2,100	sq.ft. @ \$	0.030	= \$	63.00
4. Printing/Postage	2,100	sq.ft. @ \$	0.036	= \$	75.39
			<u>\$ 1.426</u>	= <u>\$</u>	<u>2,994.39</u>

Maintenance	2,100	sq.ft. x \$	1.426	= \$	2,994.39
Administrative Fee	\$ 2,994.39	x \$	0.10	= \$	299.44
County Fee	51 lots	x \$1.00/per lot		= \$	51.00
Reserves	15% of total cost of maintenance			= \$	449.16
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				= \$	61.57
				<u>\$</u>	<u>3,855.55</u>

Estimated Cost Per Year \$ 3,855.55 = \$ 54.71
51

2021/2022 Assessment \$ 2,397.56 = \$ 47.00
51

2022/2023 Assessment \$ 3,134.58 = \$ 61.46
51

District No. 5 - Castle Woods Phase 2 Subdivision

Fiscal Year 2022/2023

Maximum Assessment \$1,021.48

Approved CPI 2002 (Adjusted 2008)

Estimated Accumulated Costs 2021/2022 \$ 1,511.42

Maintenance: 1,715 sq.ft. of landscaping area
 Lighting: 8 ea. @ 5,800 lumens
 Project Management: 25 lots
 Fund Balance: \$ (11,540.85)

1. Landscape	1,715	sq.ft.	@ \$	0.400	=	\$	686.00
2. Utilities	1,715	sq.ft.	@ \$	0.300	=	\$	514.50
3. Repair/Maintenance	1,715	sq.ft.	@ \$	0.030	=	\$	51.45
4. Printing/Postage	1,715	sq.ft.	@ \$	0.044	=	\$	75.46
				<u>\$ 0.774</u>	=	<u>\$</u>	<u>1,327.41</u>

Maintenance	1,715	sq.ft.	x \$	0.774	=	\$	1,327.41
Administrative Fee	\$ 1,327.41		x \$	0.10	=	\$	132.74
County Fee	25 lots		x \$1.00/per lot		=	\$	25.00
Reserves	15% of total cost of maintenance				=	\$	199.11
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$	<u>1,154.09</u>
						\$	<u>2,838.35</u>

Estimated Cost Per Year	<u>\$ 2,838.35</u>	=	\$	113.53
	25			

2021/2022 Assessment	<u>\$ 1,021.48</u>	=	\$	40.86
	25			

2022/2023 Assessment	<u>\$ 1,021.48</u>	=	\$	40.86
	25			

District No. - 7 Ford Estates
Fiscal Year 2022/2023
Approved CIP 1999
(Adjusted 1999)
Maximum Assessment \$2,857.88

Estimated Accumulated Costs 2021/2022 \$ 2,025.44

Maintenance:	1,365	sq.ft. of landscaping area
Lighting:	5	4 ea. @ 5,800 lumens
		1 ea. @ 16,000 lumens
Project Management:	20	lots
Fund Balance:	\$ (212.19)	

1. Landscape	1,365	sq.ft.	@	\$ 1.150	=	\$ 1,569.75
2. Utilities	1,365	sq.ft.	@	\$ 0.500	=	\$ 682.50
3. Repair/Maintenance	1,365	sq.ft.	@	\$ 0.130	=	\$ 177.45
4. Printing/Postage	1,365	sq.ft.	@	\$ 0.055	=	\$ 75.08
				<u>\$ 1.835</u>	=	<u>\$ 2,504.78</u>

Maintenance	1,365	sq.ft.	x	\$ 1.835	=	\$ 2,504.78
Administrative Fee	\$ 2,504.78		x	\$0.10	=	\$ 250.48
County Fee	20 lots		x	\$1.00/per lot	=	\$ 20.00
Reserves	15% of total cost of maintenance					\$ 375.72
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						\$ (31.83)
						<u>\$ 3,119.14</u>

Estimated Cost Per Year	<u>\$ 3,119.14</u>	=	\$	155.96
	20			

2022/2023 Assessment	<u>\$ 2,857.88</u>	=	\$	142.88
	20			

District No. 8 - River Breeze Subdivision
Fiscal Year 2022/2023
Approved CPI 2003
(Adjusted 2003)
Maximum Assessment \$5,043.35

Estimated Accumulated Costs 2021/2022 \$ 1,927.25

Maintenance: 1,000 sq.ft. of landscaping area , 25,600 sq.ft. of
fire break
Lighting: 9 8 ea. @ 5,800 lumens
1 ea. @ 16,000 lumens
Lot: 37
Fund Balance: \$ 1,666.24

1. Landscape	1,000	sq.ft.	@	\$	2.000	=	\$	2,000.00
2. Utilities	1,000	sq.ft.	@	\$	0.750	=	\$	750.00
3. Repair/Maintenance	1,000	sq.ft.	@	\$	0.030	=	\$	30.00
4. Tree Maintenance	1,000	sq.ft.	@	\$	0.450	=	\$	450.00
5. Printing/Postage	1,000	sq.ft.	@	\$	0.075	=	\$	75.00
					<u>\$ 3.305</u>	=		<u>\$ 3,305.00</u>

Maintenance	1,000	sq.ft.	x	\$	3.305	=	\$	3,305.00
Administrative Fee	\$ 3,305.00		x		\$0.10	=	\$	330.50
County Fee	37 lots		x		\$1.00/per lot	=	\$	37.00
Reserves	15% of total cost of maintenance						\$	495.75
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit							\$	-
							<u>\$</u>	<u>4,168.25</u>

Estimated Cost Per Year \$ 4,168.25 = \$ 112.66
37

2022/2023 Assessment \$ 1,862.00 = \$ 50.32
37

District No. 15 - Meadowood Phase 1
Fiscal Year 2022/2023
Approved CPI 2001 (Adjusted 2001)
Maximum Assessment \$8,191.95

Estimated Accumulated Costs 2021/2022

\$ 4,276.72

Maintenance:	7,723	sq.ft. of landscaping area
Lighting:	14	10 ea. @ 5,800 lumens
		1 ea. @ 9,500 lumens
		3 ea. @ 16,000 lumens
Project Management:	48	
Fund Balance:	\$ 993.54	

1. Landscape	7,723	sq.ft.	@	\$ 0.025	=	\$ 193.08
2. Utilities	7,723	sq.ft.	@	\$ 0.500	=	\$ 3,861.50
3. Repair/Maintenance	7,723	sq.ft.	@	\$ 0.020	=	\$ 154.46
4. Tree Maintenance	7,723	sq.ft.	@	\$ 0.020	=	\$ 154.46
5. Printing/Postage	7,723	sq.ft.	@	\$ 0.0098	=	\$ 75.69
				<u>\$ 0.575</u>		<u>\$ 4,439.18</u>

Maintenance	7,723	sq.ft.	x	\$ 0.575	=	\$ 4,439.18
Administrative Fee	\$ 4,439.18		x	\$ 0.10	=	\$ 443.92
County Fee	48 lots		x	\$1.00/per lot	=	\$ 48.00
Reserves 15% of total cost of maintenance					=	\$ 665.88
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ -
						<u>\$ 5,596.98</u>

Estimated Cost Per Year	<u>\$ 5,596.98</u>	=	\$ 116.60
	48		

2021/2022 Assessment	<u>\$ 5,596.98</u>	=	\$ 116.60
	48		

2022/2023 Assessment	<u>\$ 5,596.98</u>	=	\$ 116.60
	48		

District No.19 - William Ranch Phase 1
Fiscal Year 2022/2023
Approved CPI 2002 (Adjusted 2008)
Maximum Assessment \$7,027.83

Estimated Accumulated Costs 2021/2022

\$ 3,130.49

Maintenance:	7,723	sq.ft. of landscaping area
Lighting:	14	10 ea. @ 5,800 lumens
		1 ea. @ 9,500 lumens
		3 ea. @ 16,000 lumens
Project Management:	41	
Fund Balance:	\$ 989.80	

1. Landscape	13,910	sq.ft.	@	\$ 0.120	=	\$ 1,669.20
2. Utilities	13,910	sq.ft.	@	\$ 0.150	=	\$ 2,086.50
3. Repair/Maintenance	13,910	sq.ft.	@	\$ 0.020	=	\$ 278.20
5. Tree Maintenance	13,910	sq.ft.	@	\$ 0.050	=	\$ 695.50
4. Printing/Postage	13,910	sq.ft.	@	\$ 0.0054	=	\$ 75.11
				<u>\$ 0.3454</u>		<u>\$ 4,804.51</u>

Maintenance	13,910	sq.ft.	x	\$ 0.3454	=	\$ 4,804.51
Administrative Fee	\$ 4,804.51		x	\$ 0.10	=	\$ 480.45
County Fee	48 lots		x	\$1.00/per lot	=	\$ 48.00
Reserves 15% of total cost of maintenance					=	\$ 720.68
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ -
						<u>\$ 6,053.64</u>

Estimated Cost Per Year	<u>\$ 6,053.64</u>	=	\$ 147.65
	41		

2021/2022 Assessment	<u>\$ 4,209.51</u>	=	\$ 102.67
	41		

2022/2023 Assessment	<u>\$ 5,472.36</u>	=	\$ 133.46
	41		

District No. 20 - West View Place Subdivision
Fiscal Year 2022/2023
Approved CPI 2007
(Adjusted 2007)
Maximum Assessment \$280.32

Estimated Accumulated Costs 2021-2022 \$ 175.15

Maintenance:	lighting:	3 ea @ 5,800 lumens
		1 ea @ 9,500 lumens
Project Management:	10	lots
Fund Balance:	\$	120.08

1. Utilities	3 ea. @ 5,800 lumens	@ \$	104.160	=	\$ 104.16
	1 ea. @ 9,500 lumens	@ \$	36.270	=	\$ 36.27
2. Printing/Postage	1	@ \$	75.000	=	\$ 75.00
					\$ 215.43

Maintenance	\$	215.43	x	1	=	\$ 215.43
Administrative Fee	\$	215.43	x	\$ 0.10	=	\$ 21.54
County Fee		10 lots	x	\$1.00/per lot	=	\$ 10.00
Reserves 15% of total cost of maintenance						\$ 32.31
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						\$ -
						\$ 279.29

Estimated Cost Per Year	\$	279.29	=	\$	27.93
		10			

2021/2022 Assessment	\$	280.32	=	\$	28.02
		10			

2022/2023 Assessment	\$	280.32	=	\$	28.02
		10			

District No.23 - River View
Fiscal Year 2022/2023
Approved CPI 2002
Maximum Assessment \$840.44

Estimated Accumulated Costs 2021/2022 \$ 377.17

Maintenance: lighting 11 ea. @ 5,800 lumens
Project Management: 66 lots
Fund Balance: \$ 117.25

1. Utilities	11 @ 5,800 lumens	@ \$	104.1600	=	\$ 1,145.76
2. Printing/ Postage	1	@ \$	75.0000	=	\$ 75.00
					\$ 1,220.76

Maintenance	\$ 1,220.76	x	1	=	\$ 1,220.76
Administrative Fee	\$ 1,220.76	x \$	0.10	=	\$ 122.08
County Fee	66	x \$1.00/per lot		=	\$ 66.00
Reserves 15% of total cost of maintenance				=	\$ 183.11
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$ -
					\$ 1,591.95

Estimated Cost Per Year	\$ 1,591.95	=	\$ 24.49
	66		

2021/2022 Assessment	\$ 840.44	=	\$ 12.72
	66		

2022/2023 Assessment	\$ 840.44	=	\$ 12.72
	66		

District No. 24 - Orchard Ridge Phase 8
Fiscal Year 2022/2023
Approved CIP 2003
Adjusted 2008
Maximum Assessment \$2,607.14

Estimated Accumulated Costs 2021/2022 \$ 2,527.53

Maintenance: 3,538 sq.ft. of landscaping area
Project Management: 44 lots
Fund Balance: \$ (13,456.84)

1. Landscape	3,538	sq.ft. @ \$	0.190	=	\$	672.22
2. Utilities	3,538	sq.ft. @ \$	0.360	=	\$	1,273.68
3. Repair/Maintenance	3,538	sq.ft. @ \$	0.030	=	\$	106.14
4. Tree Maintenance	3,538	sq.ft. @ \$	0.050	=	\$	176.90
5. Printing/Postage	3,538	sq.ft. @ \$	0.021	=	\$	75.01
		<u>\$</u>	<u>0.651</u>	=	<u>\$</u>	<u>2,303.95</u>

Maintenance	3,538	sq.ft. x \$	0.65	=	\$	2,303.95
Administrative Fee	\$ 2,303.95	x \$	0.10	=	\$	230.39
County Fee	44	x \$1.00/per lot		=	\$	44.00
Reserves	15% of total cost of maintenance			=	\$	345.59
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$	1,345.68
					<u>\$</u>	<u>4,269.62</u>

Estimated Cost Per Year \$ 4,269.62
44 = \$ 97.04

2021/2022 Assessment \$ 2,607.14
44 = \$ 59.24

2022/2023 Assessment \$ 2,607.14
44 = \$ 59.24

District No. 25 - Casas del Rio Subdivision

Fiscal Year 2022/2023

Approved CPI 2003

(Adjusted 2003)

Maximum Assessment \$33,112.96

Estimated Accumulated Costs 2021/2022	\$ 16,736.39
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Maintenance:	55,950	sq. ft. of landscaping are
Project Management:	118	lots
Fund Balance:	\$ (721.63)	

1. Landscape	55,950	sq.ft.	@	\$	0.150	=	\$	8,392.50
2. Utilities	55,950	sq.ft.	@	\$	0.060	=	\$	3,357.00
3. Repair/Maintenance	55,950	sq.ft.	@	\$	0.070	=	\$	3,916.50
4. Tree Maintenance	55,950	sq.ft.	@	\$	0.020		\$	1,119.00
5. Printing/Postage	55,950	sq.ft.	@	\$	0.00135	=	\$	75.53
6. Graffiti Maintenance	55,950	sq.ft.	@	\$	0.005	=	\$	279.75
				\$	0.306		\$	17,140.28

Maintenance	55,950	sq.ft.	x	0.306	=	\$	17,140.28
Administrative Fee	\$ 17,140.28		x	\$0.10	=	\$	1,714.03
County Fee	118		x	\$1.00/per lot	=	\$	118.00
Reserves	15% of total cost of maintenance				=	\$	2,571.04
Eliminate deficit fund balance over 10 years - 10% of fund deficit					=	\$	72.16
						\$	21,615.52

Estimated Cost Per Year	\$	<u>21,615.52</u>	=	\$	183.18
		118			

$$\frac{\text{2021/2022 Assessment} \quad \$ \quad 17,392.56}{118} = \$ \quad 147.39$$

$$\text{2022/2023 Assessment} \quad \frac{\$ \quad 22,610.32}{118} = \quad \$ \quad 191.60$$

District No. 28 - Meadowood Ph.3 Fiscal Year 2022/2023 Approved CPI 2004 (Adjustment 2004) Maximum Assessment \$1,808.45

\$ 964.91

Maintenance:	lighting:	17 ea. @ 5,800 lumens 9 ea. @ 9,500 lumens
Project Management:	78	lots
Fund Balance:	\$	1,192.67

1. Utilities	17 @ 5,800 lumens	@ \$	104.16	=	\$	1,770.72
	9 @ 9,500 lumens:	@ \$	36.27		\$	326.43
2. Printing/Postage	1	@ \$	75.00	=	\$	75.00
					\$	<u>2,172.15</u>

Maintenance	\$	2,172.15	x	1	=	\$	2,172.15
Administrative Fee	\$	2,172.15	x	\$ 0.10	=	\$	217.22
County Fee		78	x	1.00/per lot	=	\$	78.00
Reserves 15% of total cost of maintenance					=	\$	325.82
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$	-
						\$	2,793.19

Estimated Cost Per Year	\$ 2,793.19	=	\$ 35.81
	78		

$$\text{2021/2022 Assessment} \quad \frac{\$ \quad 1,808.45}{78} = \quad \$ \quad 23.18$$
$$\text{2022/2023 Assessment} \quad \frac{\$ \quad 1,808.45}{78} = \quad \$ \quad 23.18$$

District No.29 - River Springs Phase 3 Subdivision

Fiscal Year 2022/2023

Approved CPI 2007

Adjusted (2007)

Maximum Assessment \$ 751.74

Estimated Accumulated Costs 2021/2022 \$ 649.17

Maintenance:	lighting:	9 ea. @ 5,800 lumens
Project Management:	36	lots
Fund Balance:	\$	17.14

1. Utilities	9 @ 5,800 lumens	x \$ 104.160 =	\$ 624.96
2. Printing/Postage	1	@ \$ 75.000 =	\$ 75.00
			<u>\$ 699.96</u>
		=	

Maintenance	\$ 699.96	x 1 =	\$ 699.96
Administrative Fee	\$ 699.96	x \$ 0.10 =	\$ 70.00
County Fee	36	x \$1.00/per lot =	\$ 63.00
Reserves 15% of total cost of maintenance			\$ 104.99
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit			\$ -
			<u>\$ 937.95</u>

Estimated Cost Per Year	\$ <u>937.95</u> =	\$ 26.05
	36	

2022/2023 Assessment	\$ <u>751.74</u> =	\$ 20.88
	36	

District No. 30 - Sierra Meadows Phase 1 Subdivision

Fiscal Year 2022/2023

Approved CPI 2006

(Adjusted 2006)

Maximum Assessment \$16,773.66

Estimated Accumulated Costs 2021/2022 \$ 7,268.75

Maintenance:	26,639	sq.ft. of landscaping area, 2739 feet of wall
Lighting:	32	23 ea. @ 5,800 lumens
		4 ea. @ 9,500 lumens
		5 ea. @ 16,000 lumens

Project Management:	56	lots
Fund Balance:	\$ 6,825.11	

1. Landscape	26,639	sq.ft.	@ \$ 0.0600	=	\$ 1,598.34
2. Utilities	26,639	sq.ft.	@ \$ 0.1200	=	\$ 3,196.68
3. Repair/Maintenance	26,639	sq.ft.	@ \$ 0.0200		\$ 532.78
4. Graffiti Maintenance	26,639	sq.ft.	@ \$ 0.0059	=	\$ 157.17
5. Tree Maintenance	26,639	sq.ft.	@ \$ 0.0040	=	\$ 106.56
6. Printing/Postage	26,639	sq.ft.	@ \$ 0.00282	=	\$ 75.12
			<u>\$ 0.2127</u>		<u>\$ 5,666.65</u>

Maintenance	26,639	sq.ft.	@ x \$ 0.21272	=	\$ 5,666.65
Administrative Fee	\$ 7,749.29		x \$ 0.10	=	\$ 774.93
County Fee	56 lots		x \$1.00/per lot	=	\$ 56.00
Reserves 15% of total cost of maintenance				=	\$ 850.00
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit			=	=	\$ -
					<u>\$ 7,347.57</u>

Estimated Cost Per Year	<u>\$ 7,347.57</u> =	\$ 131.22
	56	

2021/2022 Assessment	<u>\$ 9,742.61</u> =	\$ 173.98
	56	

2022/2023 Assessment	<u>\$ 7,347.57</u> =	\$ 131.22
	56	

District No. 31 - Williams Ranch Phase 2 & 3 Subdivision

Fiscal Year 2022/2023

Approved CPI 2006 (Adjusted 2006)

Maximum Assessment \$2,303.51

Estimated Accumulated Costs 2021/2022

\$ 3,567.52

Maintenance:	6,512	sq.ft. of landscaping area, 437 feet of wall
Lighting:	26	24 ea. @ 5,800 lumens
		2 ea. @ 16,000 lumens
Project Management:	85	
Fund Balance:	\$ (22,850.33)	

1. Landscape	6,512	sq.ft.	@ \$ 0.190	=	\$ 1,237.28
2. Utilities	6,512	sq.ft.	@ \$ 0.080	=	\$ 520.96
3. Repair/Maintenance	6,512	sq.ft.	@ \$ 0.040	=	\$ 260.48
4. Tree Maintenance	6,512	sq.ft.	@ \$ 0.130	=	\$ 846.56
5. Printing/Postage	6,512	sq.ft.	@ \$ 0.0115	=	\$ 74.89
6. Graffiti Maintenance	6,512	sq.ft.	@ \$ 0.025	=	\$ 162.80
			<u>\$ 0.477</u>		<u>\$ 3,102.97</u>

Maintenance	6,512	sq.ft.	x \$ 0.485	=	\$ 3,158.32
Administrative Fee	\$ 3,158.32		x \$ 0.10	=	\$ 315.83
County Fee	85 lots		x \$1.00/per lot	=	\$ 85.00
Reserves 15% of total cost of maintenance				=	\$ 473.75
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$ 2,285.03
					<u>\$ 6,317.94</u>

Estimated Cost Per Year	<u>\$ 6,317.94</u>	=	\$ 74.33
	85		

2021/2022 Assessment	<u>\$ 2,303.51</u>	=	\$ 27.10
	85		

2022/2023 Assessment	<u>\$ 2,303.51</u>	=	\$ 27.10
	85		

District No. 33 - New Expressions Phase 4 Subdivision

Fiscal Year 2022/2023

Approved CPI 2006

(Adjusted 2006)

Maximum Assessment \$1,504.87

Estimated Accumulated Costs 2021-2022 \$ 358.78

Maintenance: 220 ft. of wall
 Lighting: 11 ea. @ 5,800 lumens
 2 ea. @ 9,500 lumens
 Project Management: 58 lots
 Fund Balance: \$ 107.36

1. Utilities	11 @ 5,800 lumens	@ \$ 104.160	=	\$ 1,145.76
	2 @ 9,500 lumens	@ \$ 125.160	=	\$ 250.32
2. Printing/Postage	1	@ \$ 75.000	=	\$ 75.00
				<u>\$ 1,471.08</u>

Maintenance	\$ 1,471.08	x 1	=	\$ 1,471.08
Administrative Fee	\$ 1,471.08	x \$ 0.10	=	\$ 147.11
County Fee	58 lots	x \$1.00/per lot	=	\$ 10.00
Reserves 15% of total cost of maintenance				\$ 220.66
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				\$ -
				<u>\$ 1,848.85</u>

Estimated Cost Per Year \$ 1,848.85 = \$ 31.88
 58

2022/2023 Assessment \$ 752.44 = \$ 12.96
 58

District No. 34 - Meadow Breeze Phase 2
Fiscal Year 2022/2023
Approved CPI 2006
(Adjusted 2006)
Maximum Assessment \$1,928.30

<i>Estimated Accumulated Costs 2021/2022</i>	\$	1,733.16
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Maintenance:	lighting:	14 ea. @ 5,800 lumens 5 ea. @ 9,500 lumens
Project Management:	78	lots
Fund Balance:	\$	(3,272.89)

1. Utilities	14 @ 5,800	@ \$104.16	= \$	1,458.24
	5 @ 9,500	@ \$125.06	= \$	625.30
2. Printing/Postage	1	@ \$75.00	= \$	75.00
			\$	2,158.54

Maintenance	\$	2,158.54	x	1	=	\$	2,158.54
Administrative Fee	\$	2,158.54	x	\$0.10	=	\$	215.85
County Fee		78	x	\$1.00/per lot	=	\$	78.00
Reserves 15% of total cost of maintenance					=	\$	323.78
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						\$	327.29
						\$	3,103.46

Estimated Cost Per Year	\$	<u>3,103.46</u>	=	\$	39.79
		78			

$$\text{2021/2022 Assessment} \quad \$ \frac{1,928.30}{78} = \quad \$ \quad 24.72$$
$$\text{2022/2023 Assessment} \quad \$ \frac{1,928.30}{78} = \quad \$ \quad 24.72$$

District No. 35 - Meadow Breeze Phase 1
Fiscal Year 2022/2023
Approved CPI 2006
(Adjusted 2006)
Maximum Assessment \$1,001.39

Estimated Accumulated Costs 2020/2021 \$ 1,249.20

Maintenance: lighting: 9 ea @ 5,800 lumens
Project Management: 44 lots
Fund Balance: \$ (2,777.14)

Utilities					Formula
1. Utilities	9 lumens	@	\$ 104.16	=	\$ 937.44
2. Printing/Postage	1	@	\$ 75.00	=	\$ 75.00
					\$ 1,012.44

Maintenance	\$ 1,012.44	x	1	=	\$ 1,012.44
Administrative Fee	\$ 973.71	x	\$ 0.10	=	\$ 97.37
County Fee	44 lots	x	\$1.00/per lot	=	\$ 44.00
Reserves 15% of total cost of maintenance					\$ 148.12
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					\$ 277.71
					\$ 1,579.65

Estimated Cost Per Year	\$ 1,579.65		=		\$ 35.90
	44				

2021/2022 Assessment	\$ 1,001.39		=		\$ 22.76
	44				

2022/2023 Assessment	\$ 1,001.39		=		\$ 22.76
	44				

District No. 37 - River View Phase 4 Subdivision
Fiscal Year 2022/2023
Approved CPI 2006
(Adjusted 2007)
Maximum Assessment \$508.84

Estimated Accumulated Costs 2021/2022 \$ 214.44

Maintenance: lighting 5 ea @ 5,800 lumens
Project Management: 17 lots
Fund Balance: \$ 548.32

1. Utilities	5 @ 5,800 lumens	@ \$	104.1600	=	\$ 520.80
2. Printing/Postage	17	@ \$	75.0000		\$ 1,275.00
					\$ 1,795.80

Maintenance	\$	1,795.80	x	1	=	\$ 1,795.80
Administrative Fee	\$	1,795.80	x	\$ 0.10	=	\$ 179.58
County Fee		17	x	\$1.00/per lot	=	\$ 17.00
Reserves 15% of total cost of maintenance					=	\$ 269.37
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ -
						\$ 2,261.75

Estimated Cost Per Year \$ 2,261.75 = **\$ 133.04**
17

2021/2022 Assessment \$ 278.73 = **\$ 16.40**
17

2022/2023 Assessment \$ 278.73 = **\$ 16.40**
17

District No.38 - Ranch Victoria, Phase One Subdivision
Fiscal Year 2022/2023
Approved CPI 2007
(Adjusted 2008)
Maximum Assessment \$529.89

Estimated Accumulated Costs 2021/2022 \$ 643.18

Maintenance: lighting: 2 ea. lumens @ 5,800
Project Management: 6 lots
Fund Balance: \$ (436.17)

						Formula
1. Utilities	2 lumens	@ \$	104.16	=	\$	208.32
2. Printing/Postage	1	@ \$	75.00	=	\$	75.00
					\$	<u>283.32</u>

Maintenance	\$	283.32	x	1	=	\$	283.32
Administrative Fee	\$	283.32	x	\$ 0.10	=	\$	28.33
County Fee		6	x	\$1.00/per lot	=	\$	6.00
Reserves 15% of total cost of maintenance						\$	148.12
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						\$	<u>43.62</u>
						\$	<u>509.39</u>

Estimated Cost Per Year \$ 509.39 = \$ 84.90
6

2021/2022 Assessment \$ 529.89 = \$ 88.32
6

2022/2023 Assessment \$ 529.89 = \$ 88.32
6

District No. 39 - Williams Ranch Phase 4 Subdivision
Fiscal Year 2022/2023
Approved CPI 2007
(Adjusted 2007)
Maximum Assessment \$1,207.85

Estimated Accumulated Costs 2021/2022 \$ 482.57

Maintenance: lighting: 17 ea. @ 5,800 lumens
Project Management: 59 lots
Fund Balance: \$ 976.18

						Formula
1. Utilities	17 lumens	@	\$ 104.16	=	\$	1,770.72
2. Printing/Postage	1	@	\$ 75.00	=	\$	75.00
					\$	1,845.72

Maintenance	\$ 1,845.72	x	1	=	\$	1,845.72
Administrative Fee	\$ 1,845.72	x	\$ 0.10	=	\$	184.57
County Fee	59	x	\$1.00/per lot	=	\$	6.00
Reserves 15% of total cost of maintenance				=	\$	148.12
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$	-
					\$	2,184.41

Estimated Cost Per Year	\$	<u>2,184.41</u>		=	\$	37.02
		59				

2021/2022 Assessment	\$	<u>774.05</u>		=	\$	13.12
		59				

2022/2023 Assessment	\$	<u>774.05</u>		=	\$	13.12
		59				

District No. 40 - Amalene Estates
Fiscal Year 2022/2023
Approved CPI 2007 (Adjusted 2007)
Maximum Assessment \$7648.22

Estimated Accumulated Costs 2021/2022 \$ 3,295.86

Maintenance:	5,445	sq. ft. of landscaping area,	736 ft. of wall
Lighting:	17	16 ea. @	5,800 lumens
		1 ea. @	16,000 lumens
Project Management:	26	lots	
Fund Balance:	\$ 124.78		

1. Landscape	5,445	sq.ft. @	\$ 0.400	= \$	2,178.00
2. Utilities	5,445	sq.ft. @	\$ 0.250	= \$	1,905.75
3. Repair/Maintenance	5,445	sq.ft. @	\$ 0.040	= \$	217.80
4. Tree Maintenance	5,445	sq.ft.	\$ 0.040	\$	217.80
5. Printing/Postage	5,445	sq.ft. @	\$ 0.0138	\$	75.14
			\$ 0.744		\$ 4,594.49

Maintenance	5,445	sq.ft. x	\$ 0.744	= \$	4,051.08
Administrative Fee	\$ 4,594.49	x	\$0.10	= \$	459.45
County Fee	26	x	\$1.00/per lot	= \$	26.00
Reserves	15% of total cost of maintenance			= \$	396.12
Eliminate deficit fund balance over 10 years - 10% of fund deficit				= \$	-
					\$ 4,932.65

Estimated Cost Per Year	\$ 4,932.65	=	\$ 189.72
	26		

2021/2022 Assessment	\$ 7,648.22	=	\$ 294.16
	26		

2022/2023 Assessment	\$ 5,398.85	=	\$ 207.64
	26		

District No. 43 - Sierra Meadows Phase 2
Fiscal Year 2022/2023
Approved CPI 2008
(Adjusted 2008)
Maximum Assessment \$18,564.42

Estimated Accumulated Costs 2021/2022 \$ 6,813.69

Maintenance:	27,960	sq.ft. of landscaping area, 2,614 of wall
Lighting:	36	28 ea. @ 5,800 lumens
		8 ea. @ 16,000 lumens
Project Management:	61	lots
Fund Balance:	\$ 3,852.71	

1. Landscape	27,960	sq. ft.	@	\$ 0.150	=	\$ 4,194.00
2. Utilities	27,960	sq.ft.	@	\$ 0.071	=	\$ 1,993.55
3. Repair/Maintenance	27,960	sq.ft.	@	\$ 0.006	=	\$ 164.96
4. Tree Maintenance	27,960	sq.ft.	@	\$ 0.004	=	\$ 111.84
5. Printing/Postage	27,960	sq.ft.	@	\$ 0.0027	=	\$ 75.49
				<u>\$ 0.234</u>		<u>\$ 6,539.84</u>

Maintenance	27,960	sq.ft.	x	\$ 0.23700	=	\$ 6,626.52
Administrative Fee	\$ 2,481.71		x	\$ 0.10	=	\$ 248.17
County Fee	61 lots		x	\$1.00/per lot	=	\$ 61.00
Reserves 15% of total cost of maintenance					=	\$ 980.98
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ -
						<u>\$ 7,916.67</u>

Estimated Cost Per Year	<u>\$ 7,916.67</u>	=	\$ 129.78
	61		

2021/2022 Assessment	<u>\$ 7,916.67</u>	=	\$ 129.78
	61		

2022/2023 Assessment	<u>\$ 7,916.67</u>	=	\$ 129.78
	61		

District No.44 - Summit Estates Phase 1 Subdivision
Fiscal Year 2022/20233
Approved CPI 2008
(Adjusted 2008)
Maximum Assessment \$5,629.48

Estimated Accumulated Costs 2021/2022 \$ 3,309.83

Maintenance:	4,300	sq.ft. of landscaping area, 242 ft. of wall, and
Lighting:	23	20 ea. @ 5,800 lumens
		3 ea. @ 9,500 lumens
Project Management:	70	
Fund Balance:	\$ (59.97)	

1. Landscape	4,300	sq.ft.	@	\$ 0.400	=	\$ 1,720.00
2. Utilities	4,300	sq.ft.	@	\$ 0.080	=	\$ 344.00
3. Repair/Maintenance	4,300	sq.ft.	@	\$ 0.040	=	\$ 172.00
4. Tree Maintenance	4,300	sq.ft.	@	\$ 0.100	=	\$ 430.00
5. Printing/Postage	4,300	sq.ft.	@	\$ 0.010	=	\$ 43.00
6. Graffiti Maintenance	4,300	sq.ft.	@	\$ 0.0176	=	\$ 75.68
				\$ 0.648	=	\$ 2,784.68

Maintenance	4,300	sq.ft.	x	\$ 0.648	=	\$ 2,859.50
Administrative Fee	\$ 2,784.68		x	\$ 0.10	=	\$ 278.47
County Fee	69		x	\$1.00/per lot	=	\$ 69.00
Reserves	15% of total cost of maintenance				=	\$ 417.70
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 6.00
						\$ 3,630.67

Estimated Cost Per Year	\$ 3,630.67			=		\$ 52.62
	69					

2021/2022 Assessment	\$ 3,643.38			=		\$ 52.80
	69					

2022/2023 Assessment	\$ 5,100.73					\$ 73.92
	69					

District No. 46- Moorea Manor
Fiscal Year 2022/2023
Approved CPI 2009
(Adjusted 2009)

Estimated Accumulated Costs 2021/2022 \$ 2,626.03

Maintenance:	1,460		sq. ft. of landscaping area, 286 ft. of wall
Lighting:	4		4 ea. @ 5,800 lumens
Project Management:	16		lots
Fund Balance:	\$ (2,369.94)		

1. Landscape	1,460	sq.ft.	@	\$ 1.850	=	\$ 2,701.00
2. Utilities	1,460	sq.ft.	@	\$ 0.500	=	\$ 730.00
3. Printing/Postage	1,460	sq.ft.	@	\$ 0.052	=	\$ 75.92
4. Graffiti Maintenance	1,460	sq.ft.	@	\$ 0.140	=	\$ 204.40
				\$ 2.542		\$ 3,711.32

Maintenance	1,460	sq.ft.	x	2.540	=	\$ 3,708.40
Administrative Fee	\$ 3,711.32		x	\$0.10	=	\$ 371.13
County Fee	16		x	\$1.00/per lot	=	\$ 16.00
Reserves	15% of total cost of maintenance				=	\$ 396.12
Eliminate deficit fund balance over 10 years - 10% of fund deficit					=	\$ 236.99
						\$ 4,728.65

Estimated Cost Per Year	\$ 4,728.65	=	\$ 295.54
	16		

2021/2022 Assessment	\$ 1,384.31	=	\$ 86.52
	16		

2022/2023 Assessment	\$ 4,728.65	=	\$ 295.54
	16		

District No. 47 - Chelsea Glen Subdivision Fiscal Year 2022/2023

Estimated Accumulated Costs 2021/2022

\$ 2,607.72

Maintenance:	4,560	sq. ft. of landscaping area
Lighting	12	ea. @ 16,000 lumens
Project Management:	90	lots
Fund Balance:	\$ 3,225.45	

1. Landscape	4,560	sq.ft.	@ \$	0.190	=	\$	866.40
2. Utilities	4,560	sq.ft.	@ \$	0.090	=	\$	410.40
3. Repair/Maintenance	4,560	sq.ft.	@ \$	0.150	=	\$	684.00
4. Tree Maintenance	4,560	sq.ft.	@ \$	0.040	=	\$	182.40
5. Printing/Postage	4,560	sq.ft.	@ \$	0.250	=	\$	1,140.00
6. Graffiti Maintenance	4,560	sq.ft.	@ \$	0.030	=	\$	136.80
			\$	0.750	=	\$	3,420.00

Maintenance	4,560	sq.ft.	x \$	0.750	=	\$	3,420.00
Administrative Fee	\$ 3,420.00		x \$0.10		=	\$	342.00
County Fee	90		x \$1.00/per lot		=	\$	90.00
Reserves 15% of total cost of maintenance					=	\$	513.00
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$	-
						\$	4,365.00

Estimated Cost Per Year	\$	<u>4,365.00</u>	=	\$	48.50
		90			
2021/2022 Assessment	\$	<u>4,365.00</u>	=	\$	48.50
		90			
2022/2023 Assessment	\$	<u>4,365.00</u>	=	\$	48.50
		90			

District No.53 - Trooper Terrace Fiscal Year 2022/2023
--

Estimated Accumulated Costs 2021/2022

\$ 1,841.96

Maintenance:	4,414	sq. ft. of landscaping area
Lighting	11	ea. @ 5,800 lumens
Project Management:	17	lots
Fund Balance:	\$ (338.14)	

1. Landscape	4,414	sq.ft.	@ \$	0.090	=	\$	397.26
2. Graffiti Maintenance	4,414	sq.ft.	@ \$	0.050	=	\$	220.70
3. Tree Maintenance	4,414	sq.ft.	@ \$	0.080	=	\$	353.12
4. Printing/Postage	4,414	sq.ft.	@ \$	0.017	=	\$	75.04
5. Utilities	4,414	sq.ft.	@ \$	0.250	=	\$	1,103.50
6. Repair/Maintenance	4,414	sq.ft.	@ \$	0.030	=	\$	132.42
			\$	0.517	=	\$	2,282.04

Maintenance	4,414	sq.ft.	x \$	0.517	=	\$	2,282.04
Administrative Fee	\$ 2,282.04		x \$0.10		=	\$	228.20
County Fee	17		x \$1.00/per lot		=	\$	17.00
Reserves 15% of total cost of maintenance					=	\$	342.31
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$	33.81
						\$	2,903.36

Estimated Cost Per Year	\$	<u>2,903.36</u>	=	\$	170.79
		17			

2022/2023 Assessment	\$	<u>2,869.55</u>	=	\$	168.80
		17			

Westwood Estates Consolidated
District 1 Westwood Estates Subdivision,
Annexation 5 - Westwood Estates Unit 4 & Unit 5 Subdivision
District No. 12 - Westwood Estates Unit 5, Phase 2 Subdivision
Fiscal Year 2022/2023

Estimated Accumulated Costs 2021/2022 \$ 18,284.62

Maintenance: 47,462 sq. ft. of landscaping area
Lighting: 16 12 ea. @ 5,800 lumens
4 ea. @ 16,000 lumens
Project Management: 207 lots
Fund Balance: \$ (6,031.58)

1. Landscape	47,462	sq.ft. @	\$ 0.200	=	\$ 9,492.40
2. Utilities	47,462	sq.ft. @	\$ 0.140	=	\$ 6,644.68
3. Repair/Maintenance	47,462	sq.ft. @	\$ 0.010	=	\$ 474.62
4. Tree Maintenance	47,462	sq.ft. @	\$ 0.030	=	\$ 1,423.86
5. Printing/Postage	47,462	sq.ft. @	\$ 0.0016	=	\$ 75.94
6. Graffiti Maintenance	47,462	sq.ft. @	\$ 0.020	=	\$ 949.24
			<u>\$ 0.402</u>		<u>\$ 19,060.74</u>

Maintenance	47,462	sq.ft. x	0.402	=	\$ 19,060.74
Administrative Fee	\$ 19,060.74	x	\$0.10	=	\$ 1,906.07
County Fee	207	x	\$1.00/per lot	=	\$ 207.00
Reserves	15% of total cost of maintenance			=	\$ 2,420.56
Eliminate deficit fund balance over 10 years - 10% of fund deficit				=	\$ 603.16
					<u>\$ 24,197.53</u>

Estimated Cost Per Year \$ 24,197.53 = \$ 119.00
207

2021/2022 Assessment \$ 18,364.44 = \$ 88.72
207

2022/2023 Assessment \$ 24,197.53 = \$ 119.00
207

This concludes the 2022/2023 Landscape and Lighting District Engineer's Report.
Javier Sanchez, Jr., 70356





CITY COUNCIL AGENDA – JULY 19, 2022

SUBJECT: Consideration of Appointments to the Arts Commission

SOURCE: Administrative Services

COMMENT:

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

Currently, two Commissioners, Emily Luna and Kyree Perkins have terms to expire in July 2022. Both have indicated an interest in continuing to serve and have submitted an application at this time for their reappointment.

RECOMMENDATION: That the City Council reappoint Emily Luna and Kyree Perkins to the Arts Commission to terms to expire in July 2025.

ATTACHMENTS:

1. Request for Appointment - Emily Luna
2. Request for Appointment - Kyree 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: City of Porterville Arts Commission

(Name of Board, Commission, or Committee)

RECEIVED

MAY 25 2022

CITY OF PORTERVILLE
CITY CLERK OFFICE

☐ Reappointment; or IF NEW, Please provide:

Street Address:

Mailing Address:

Name of Business:

☐ Own

☐ Operate

Business Address:

Telephone: Home

Work

FAX

E-mail

City of Porterville resident:

☐ Yes
☐ No

Registered Voter:

☐ Yes
☐ No

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

I have been on the commission since 2017.

Please tell us why you are interested in this position.

I want to continue participating as a member in the arts commission.

☐ Resume attached

☐ Letter of request attached

Submitted By: Kyree Perkins

5/2/2022

Date

Received by: _____

Forwarded to: City Clerk ☐ Date: _____

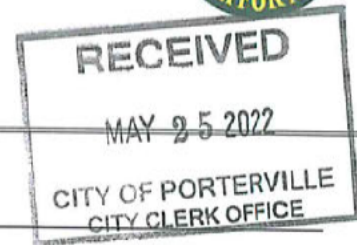
City Council ☐ Date: _____

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:



Mailing Address:

Name of Business:

☐ Own

☐ Operate

Business Address:

Telephone: Home



Work

FAX

E-mail



City of Porterville resident:

☐ Yes

☐ No

Registered Voter:

☐ Yes

☐ No

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

I have been an active member of the Porterville Arts Commission and have been chairman of the commission since 2018.

Please tell us why you are interested in this position.

I want to continue my position in the Arts Commission.

☐ Resume attached

☐ Letter of request attached

Submitted By: Kyree Perkins

5/20/22

Date

Received by: _____

Forwarded to: City Clerk ☐ Date: _____

City Council ☐ Date: _____

Staff Liaison ☐ Date: _____

Tentative Council Mtg Date: _____



CITY COUNCIL AGENDA – JULY 19, 2022

SUBJECT: Consideration of Appointments to the Transactions and Use Tax Oversight Committee ("TUTOC")

SOURCE: Administrative Services

COMMENT: Five of the ten committee members on the Transactions and Use Tax Oversight Committee ("TUTOC") have terms that have expired. These committee members are:

Russel "Buck" Fletcher
John Billiou
Shawn Byars
John Simonich
Jerry Hall

All of these committee members, John Billiou, Shawn Byars, John Simonich, and Jerry Hall have indicated their interest in continuing to serve on TUTOC for a term expiring in May of 2026.

Russel "Buck" Fletcher has expressed that he will not be seeking reappointment at this time, which thereby created a vacancy on the Committee. The TUTOC committee previously had a vacant seat on the committee, which now brings the total number of vacant seats to two, both with a term to expire in May 2026.

Staff is in receipt of two Requests for Appointment, submitted by Robert K. Falls Sr., and Rae Dean Strawn. Copies of these Requests are herein provided for the City Council's consideration.

TUTOC is charged with reviewing the revenue and expenditures of the Measure H and Measure I budgets, and to report its findings to the City Council. It is comprised of ten members of the public, and is required to meet at least once annually after the adoption of the budget. It has been TUTOC's practice to meet on a quarterly basis. To be eligible for appointment, individuals must either be a Porterville resident, business owner, or business operator.

RECOMMENDATION: That the City Council:

1. Consider reappointing John Billou, Shawn Byars, John Simonich, and Jerry Hall to serve four-year terms expiring May 2026;
2. Consider appointing Robert K. Falls Sr. and Rae Dean

Strawn to the Transactions and Use Tax Oversight Committee for a term to expire in May 2026.

ATTACHMENTS:

1. Request for Appointment - John Billou
2. Request for Appointment - Shawn Byars
3. Request for Appointment - Jerry Hall
4. Request for Appointment - John Simonich
5. Request for Appointment - Rae Dean Strawn
6. Request for Appointment - Robert K. Falls Sr.

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



Please complete all blanks.

Name: John Billion

(Please Print)

Appointment to: TOTOC

(Name of Board, Commission, or Committee)



☒ Reappointment; or IF NEW, Please provide:

Street Address:

Mailing Address:

Name of Business:

☐ Own

☐ Operate

Business Address:

Telephone: Home _____

Work _____

FAX _____

E-mail _____

City of Porterville Resident:

☐ Yes

☐ No

Select District:

☐ 1 ☐ 2 ☐ 3

☐ 4 ☐ 5

Registered Voter:

☐ Yes

☐ No

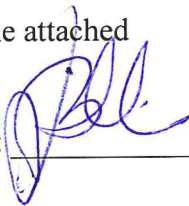
Qualifications: (It is recommended that a resume or letter accompany this form.)

Please tell us why you are interested in this position.

☐ Resume attached

☐ Letter of request attached

Submitted By: _____



6/30/22
Date

Received by: _____

Forwarded to: City Clerk

☐ Date: _____

City Council

☐ Date: _____

Staff Liaison

☐ Date: _____

Tentative Council Mtg Date: _____



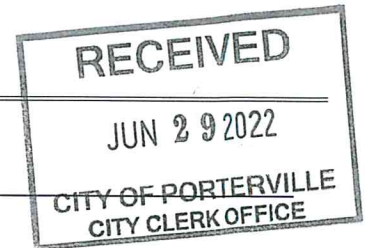
CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



Please complete all blanks.

Name: Shawn Byars

(Please Print)



Appointment to: TUTOC Committee

(Name of Board, Commission, or Committee)

☒ Reappointment; or IF NEW, Please provide:

Street Address:

Mailing Address:

Name of Business:

☐ Own

☐ Operate

Business Address:

Telephone: Home

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 am a current committee member looking for re-appointment.

Please tell us why you are interested in this position.

☐ Resume attached

☐ Letter of request attached

Submitted By: Shawn Byars

06-29-2022
Date

Received by: _____

Forwarded to: City Clerk

☐ Date: _____

City Council

☐ Date: _____

Staff Liaison

☐ Date: _____

Tentative Council Mtg Date: _____



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



RECEIVED

JUL 14 2022

CITY OF PORTERVILLE
CITY CLERK OFFICE

Please complete all blanks.

Name:

JERRY HALL

(Please Print)

Appointment to:

TUTORC

(Name of Board, Commission, or Committee)



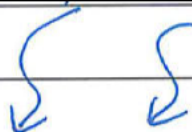
Reappointment; or IF NEW, Please provide:

Street Address:

[Redacted]

Mailing Address:

[Redacted]



Name of Business:

☐ Own

☐ Operate

Business Address:

Telephone:

CELL
Home

[Redacted]

Work

[Redacted]

FAX

[Redacted]

E-mail

[Redacted]

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.)

Please tell us why you are interested in this position.

☐ Resume attached

☐ Letter of request attached

Submitted By: _____



7/14/2022

Date

Received by: _____

Forwarded to: City Clerk

☐ Date: _____

City Council

☐ Date: _____

Staff Liaison

☐ Date: _____

Tentative Council Mtg Date: _____



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



RECEIVED

JUL 05 2022

CITY OF PORTERVILLE
CITY CLERK OFFICE

Please complete all blanks.

Name: JOHN SIMONICH
(Please Print)

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

☒ Reappointment; or IF NEW, Please provide:

Street Address: _____

Mailing Address: _____

Name of Business: _____

☐ Own ☐ Operate

Business Address: _____

Telephone: Home _____
Work _____
FAX _____
E-mail _____

City of Porterville Resident:

☐ Yes

☐ No

Select District:

☐ 1 ☐ 2 ☐ 3

☐ 4 ☐ 5

Registered Voter:

☐ Yes

☐ No

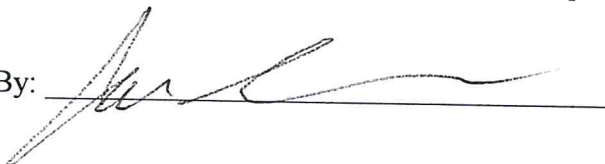
Qualifications: (It is recommended that a resume or letter accompany this form.)

Please tell us why you are interested in this position.

☐ Resume attached

☐ Letter of request attached

Submitted By: _____



7-1-22

Date

Received by: _____

Forwarded to: City Clerk

☐

Date: _____

City Council

☐

Date: _____

Staff Liaison

☐

Date: _____

Tentative Council Mtg Date: _____



CITY OF PORTERVILLE
REQUEST FOR APPOINTMENT



RECEIVED

MAY 16 2022

CITY OF PORTERVILLE
ADMINISTRATIVE SERVICES

Please complete all blanks.

Name: RAE DEAN STRAWN
(Please Print)

Appointment to: TRANSACTION AND USE TAX OVERSIGHT COMMITTEE
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, Please provide:

Street Address:

[REDACTED]
[REDACTED]

Mailing Address:

SAME
[REDACTED]

Name of Business:

☐ Own

☐ Operate

Business Address:

Telephone: Home

[REDACTED]

Work

FAX

E-mail

[REDACTED]

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.)

Please tell us why you are interested in this position.

☐ Resume attached

☐ Letter of request attached

Submitted By: LaDean Strawn

5/16/2022
Date

Received by: _____

Forwarded to: City Clerk

☐ Date: _____

City Council

☐ Date: _____

Staff Liaison

☐ Date: _____

Tentative Council Mtg Date: _____



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



RECEIVED

FEB 25 2022

CITY OF PORTERVILLE
CITY CLERK OFFICE

Please complete all blanks.

Name: Robert K. Falls Sr
(Please Print)

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

☐ Reappointment; or IF NEW, Please provide:

Street Address:

[REDACTED]
[REDACTED]

Mailing Address:

SAME AS ABOVE

Name of Business:

☐ Own

☐ Operate

Business Address:

Telephone: Home

[REDACTED] (cell phone)

Work

FAX

E-mail

[REDACTED]

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 am a retired member of the fire-police of the State of
New York, support the library and support local government

Please tell us why you are interested in this position.

interested in checking if finances are being used
properly. I also support the fire, police and library
I am also concerned for the handicapped safety with road
conditions

☐ Resume attached

☐ Letter of request attached

Submitted By: Robert K. Falls

2/25/2022

Date

Received by: _____

Forwarded to: City Clerk

☐ Date: _____

City Council

☐ Date: _____

Staff Liaison

☐ Date: _____

Tentative Council Mtg Date: _____



CITY COUNCIL AGENDA – JULY 19, 2022

SUBJECT: Adoption of Annual Appropriation Limit

SOURCE: Finance

COMMENT: Article XIII-B of the California Constitution requires that each governmental agency must adopt an appropriation limit each fiscal year. This limit represents the maximum amount of tax revenue that can be appropriated during the fiscal year.

The State Department of Finance has provided the percentage change in population of the City of Porterville as well as the percentage change in per capita personal income for the 2022-2023 Fiscal Year calculation. Based on the information and the guidelines established by the State, the appropriation limit for the 2022-2023 Fiscal Year is \$89,077,187. With the proceeds of taxes estimated at \$39,572,358 for the adopted 2022-2023 Fiscal Year budget, the City continues to appropriate well beneath the maximum limit allowed by law.

RECOMMENDATION: That the City Council approve the Resolution adopting the appropriation limit of \$89,077,187 for the 2022-2023 Fiscal Year.

ATTACHMENTS:

1. Draft Resolution
2. Appropriation Limit Calculation Worksheet

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE SETTING THE APPROPRIATION LIMIT FOR THE
2022-2023 FISCAL YEAR

WHEREAS: Article XIII – B of the California Constitution requires that each governmental agency adopt an appropriation limit each fiscal year; and

WHEREAS: The State of California has presented the guidelines for the consumer price index, the per capita personal income and the population data for local governments to compute the appropriation limit.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve the appropriation limit of \$89,077,187 for the 2022-2023 fiscal year as computed on the attached worksheet.

PASSED, APPROVED AND ADOPTED this 19th day of July, 2022.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

**CITY OF PORTERVILLE
APPROPRIATION LIMIT DOCUMENTATION
FISCAL YEAR 2022-2023**

<u>PROCEEDS OF TAXES CALCULATION</u>				<u>APPROPRIATION LIMIT CALCULATION</u>			
	[1] PROCEEDS OF TAXES	PROCEEDS OTHER THAN TAXES	TOTAL ESTIMATED REVENUES	YEAR	[2] CALIFORNIA PCPI CHANGE	[3] POPULATION CHANGE	LIMIT
PROPERTY TAXES	\$ 8,377,200		\$ 8,377,200	1986-1987	BASE YEAR		\$ 10,422,371
SALES & USE TAXES	24,435,999		24,435,999	1987-1988	3.47%	1.75%	10,972,748
UTILITY USERS TAX	4,600,000		4,600,000	1988-1989	4.66%	2.27%	11,744,767
TRANSIENT OCCUPANCY TAX	840,000		840,000	1989-1990	5.19%	8.28%	13,377,258
BUSINESS LICENSE	500,000		500,000	1990-1991	4.21%	7.03%	14,920,454
OTHER TAXES	420,000		420,000	1991-1992	4.14%	3.79%	16,127,057
SPECIAL BENEFIT ASSESSMENTS		\$ 380,709	380,709	1992-1993	-0.64%	4.51%	16,746,519
FRANCHISE FEES		1,661,134	1,661,134	1993-1994	2.72%	4.26%	17,934,831
PERMITS		761,300	761,300	1994-1995	0.71%	3.63%	18,717,825
REVENUE FROM STATE				1995-1996	4.72%	2.40%	20,071,738
MOTOR VEHICLE IN LIEU	68,000		68,000	1996-1997	4.67%	2.85%	21,607,847
HOMEOWNERS RELIEF	22,000		22,000	1997-1998	4.67%	2.71%	23,229,852
OTHER REV FR STATE		21,971,827	21,971,827	1998-1999	4.53%	2.05%	24,779,949
OTHER INTERGOVTAL REV		40,071,328	40,071,328	1999-2000	4.91%	1.61%	26,415,190
USE OF MONEY & PROPERTY				2000-2001	7.82%	1.33%	28,859,653
INTEREST	309,159	925,591	1,234,750	2001-2002	-1.27%	2.07%	29,082,943
RENT		544,630	544,630	2002-2003	2.31%	2.56%	30,516,481
FINES & FORFEITURES		132,500	132,500	2003-2004	3.28%	2.43%	32,283,295
CHARGES FOR SERVICES		51,330,011	51,330,011	2004-2005	5.26%	2.45%	34,813,941
OTHER REVENUES		696,807	696,807	2005-2006	3.96%	2.18%	36,981,571
	<u>\$ 39,572,358</u>	<u>\$ 118,475,837</u>	<u>\$ 158,048,195</u>	2006-2007	4.42%	14.26%	44,122,820
				2007-2008	4.29%	1.99%	46,931,401
				2008-2009	0.62%	1.79%	48,067,656
				2010-2011	-2.54%	1.98%	47,774,303
				2011-2012	2.51%	1.47%	49,693,348
				2012-2013	3.77%	1.28%	52,226,842
				2013-2014	5.12%	0.92%	55,405,944
				2014-2015	-0.23%	0.75%	55,693,099
				2015-2016	3.82%	0.75%	58,254,230
				2016-2017	5.37%	5.39%	64,690,998
				2017-2018	3.69%	1.13%	67,836,078
				2018-2019	3.67%	1.14%	71,127,375
				2019-2020	3.85%	0.79%	74,449,319
				2020-2021	3.73%	0.73%	77,790,030
				2021-2022	5.73%	0.49%	82,650,411
				2022-2023	7.55%	0.21%	89,077,187
				PROCEEDS OF TAXES			<u>\$ 39,572,358</u>
				PROCEEDS OF TAXES UNDER APPROPRIATION LIMIT			<u>\$ 49,504,829.34</u>

[1] Per City of Porterville 2022-2023 Annual Budget adopted by City Council on June 20, 2022.

[2] Per State Department of Finance (per capita personal income).

[3] Per State Department of Finance (population growth of City or County, whichever is greater).

CITY OF PORTERVILLE
APPROPRIATION LIMIT DOCUMENTATION
FISCAL YEAR 2022-2023

	GENERAL	MEAS H	MEAS I	ARPA	SPECIAL GAS TAX	LTF	TRAFFIC SAFETY	ZALUD ESTATE	CDBG	COPS	SEWER OPER	SOLID WASTE	AIRPORT	GOLF COURSE	WATER OPER	GEN GOV DEBT SERV
PROPERTY TAXES	8,373,700												3,500			
SALES & USE TAXES	8,361,626	5,434,597	10,639,776													
UTILITY USERS TAX	4,600,000															
TRANSIENT OCCUPANCY TAX	840,000															
BUSINESS LICENSE	500,000															
OTHER TAXES	420,000															
SPECIAL BENEFIT ASSESSMENTS											248,027					
FRANCHISE FEES	1,661,134															
PERMITS	761,300															
REVENUE FROM STATE																
VEHICLE LICENSE FEES IN EX	68,000															
HOMEOWNERS RELIEF	22,000															
OTHER REV FR STATE	167,538				3,745,018	11,195,826			932,745	165,000		35,000	10,000			
OTHER INTERGOVTAL REV				10,963,000	987,420	21,574,126			868,243	614,539						
USE OF MONEY & PROPERTY																
INTEREST	175,000	20,000	100,000	150,000	25,000	80,000	200	250	50,000	1,500	15,000		40,000		40,000	
RENT	129,000										101,830		295,800			
FINES & FORFIETURES	32,500						100,000									
CHARGES FOR SERVICES	6,272,391	3,000	2,000					4,900			6,916,868	6,535,921	1,730,600	220,000	13,096,005	
OTHER REVENUES	71,000	3,000						500	500	500	97,200	65,545	1,600	900	110,000	
	32,455,189	5,460,597	10,741,776	11,113,000	4,757,438	32,849,952	100,200	5,650	1,851,488	781,539	7,378,925	6,636,466	2,081,500	220,900	13,246,005	0

	RISK MGMT	EQUIP MAINT	LMD	WATER REPLACE	SOLID WASTE RES	SEWER REVOLV	RANSPOF IMPACT	PARK DEVEL	WWTP RESERVE	STORM DRAIN DEVELOP	BLDG CONSTR	GEN FUND EQUIP REPL	AIRPORT REPL AND DEVEL	GOLF COURSE REPL	EQUIP MAINT REPL	TOTAL ESTIMATED REVENUES
PROPERTY TAXES																8,377,200
SALES & USE TAXES																24,435,999
UTILITY USERS TAX																4,600,000
TRANSIENT OCCUPANCY TAX																840,000
BUSINESS LICENSE																500,000
OTHER TAXES																420,000
SPECIAL BENEFIT ASSESSMENTS			132,682													380,709
FRANCHISE FEES																1,661,134
PERMITS																761,300
REVENUE FROM STATE																
MOTOR VEHICLE IN LIEU																68,000
HOMEOWNERS RELIEF																22,000
OTHER REV FR STATE				3,575,000	70,000			1,680,000				150,000	245,700			21,971,827
OTHER INTERGOVTAL REV												150,000	4,914,000			40,071,328
USE OF MONEY & PROPERTY																
INTEREST		1,200		180,000	50,000	75,000	15,000	100	80,000	20,000	1,000	100,000	1,000	2,500	12,000	1,234,750
RENT		18,000														544,630
FINES & FORFIETURES																132,500
CHARGES FOR SERVICES	7,532,116	3,835,000		629,838	833,070	327,898	280,000	125,000	787,204	300,000		1,600,000	96,186	51,408	150,606	51,330,011
OTHER REVENUES	900			155,162		45,000			125,000			20,000				696,807
	7,533,016	3,854,200	132,682	4,540,000	953,070	447,898	295,000	1,805,100	992,204	320,000	1,000	2,020,000	5,256,886	53,908	162,606	158,048,195

* Source:

City of Porterville 2022-2023 Annual Budget adopted by City Council on June 20, 2022.



CITY COUNCIL AGENDA – JULY 19, 2022

SUBJECT: Designation of Voting Delegates and Alternates for League of California Cities 2022 Annual Conference

SOURCE: Administrative Services

COMMENT:

The League of California Cities' Annual Conference is scheduled to take place September 7-9, 2022, in Long Beach. In addition to the training programs offered, an important aspect of the League's Conference is the Annual Business Meeting, during which the membership considers and takes action on Resolutions that establish official League policy. This year, the Business Meeting is scheduled for Friday, September 9, 2022.

In order to vote at this meeting, the City Council must designate a voting delegate. In the event the voting delegate is unable to serve in that capacity, the League's Bylaws also allow for the designation of up to two alternates.

The estimated cost for attendance per Council Member is approximately \$1,400. This cost includes conference registration and materials, accommodations, mileage and meals. Funding is currently available in the Council's travel budget.

RECOMMENDATION: That the City Council designate a Member of Council to serve as a voting delegate, and up to two Members of Council to serve as alternate voting delegates, at the League of California Cities Annual Business Meeting.

ATTACHMENTS:

1. Voting Procedures
2. Voting Delegate-Alternate Form

Appropriated/Funded: MB

Review By:

Department Director:
Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



LEAGUE OF
CALIFORNIA
CITIES

CITY: _____

**2022 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to Cal Cities office by Friday, September 2, 2022. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email: _____

Mayor or City Clerk _____ Date _____ Phone _____
(circle one) (signature)

Please complete and return by Friday, September 2, 2022 to:

Darla Yacub, Assistant to the Administrative Services Director

E-mail: dyacub@calcities.org; Phone: (916) 658-8254



CITY COUNCIL AGENDA – JULY 19, 2022

SUBJECT: Consideration of Sponsorship of 2022 Tule River Tribe Powwow; Friday, September 9th - Sunday, September 11th, 2022

SOURCE: City Manager's Office

COMMENT: The Tule River Tribe has requested that the City consider sponsorship of its upcoming Annual Tule River Tribe Powwow on Friday, September 9 through Sunday, September 11, 2022. Sponsorship levels for the event are defined in levels as Platinum (\$5,000+), Gold (\$2,500), Silver (\$1,000) and Bronze (\$500).

The City and the Tribe have a rich history of co-sponsoring each other's important community events, including the Freedom Fest.

RECOMMENDATION: That the City Council consider sponsorship of the 2022 Tule River Tribe Powwow.

ATTACHMENTS: 1. Tule River Tribe Powwow Sponsorship Letter

Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

Final Approver: John Lollis, City Manager



TULE RIVER INDIAN TRIBE OF CALIFORNIA

RECEIVED

JUL 5 2022

CITY OF PORTERVILLE
CITY MANAGER

June 23, 2022

Dear Potential Sponsor,

Our Annual Tule River Tribe Powwow will take place on Friday, September 9, Saturday, September 10, and Sunday, September 11, 2022, at the McCarthy Ranch in Porterville, CA 93257.

We hope that we can count on your help to make this year's Powwow one of our best yet by being a sponsor. All sponsors will be mentioned throughout the Powwow and Logos will be displayed on our official Powwow Banner and the Tule River Tribe's social media page, thank you posts, recognized in the Powwow's program, and announced verbally through the duration of the Powwow by the host.

Sponsorships can be mailed to Tule River Tribal Council c/o Joyce Carothers, P.O. Box 589, Porterville, CA 93258. Logos can be emailed to Amanda.Peyron@tulerivertribe-nsn.gov.

Thank you in advance for your sponsorship! We hope to see you at the 2022 Tule River Tribe Powwow.

Sincerely,

Joyce Carothers, Treasurer
Tule River Tribal Council

SEEKING SPONSORSHIP

to assist with the costs associated with
the 2022 Tule River Powwow.



What are the Sponsorship Levels?



All sponsors will receive recognition multiple times: displayed on a banner through the duration of the Powwow, Powwow social media updates and thank you posts, recognized in the Powwow's program, and announced verbally through the duration of the Powwow by the host.

What is a Powwow?

A Powwow is a Native American cultural event where various tribes showcase their dance style and traditional powwow songs specific to their tribe. Each dance style has it's own story about how it was created and what it depicts. This is the same for the songs. Many of the dancers and singers when performing are in prayer for a family member or a cause. During the Powwow multiple "specials" will be held by those in attendance for someone who may have recently passed away, is having hardship, or to fundraise for a cause. Although Powwows are considered healing and are used for prayer, many dancers and singers have made powwow's their form of income and travel from powwow to powwow. These dancers known as "Championship Dancers" have to not only beat out multiple dancers in their age group and dance style but also beat the drum by being familiar with the song. Powwows are a great way to immerse yourself in Native American culture and to witness the strength and resilience of Native American tribes.

Thank you for taking the time to review our Sponsorship flyer.

Your sponsorship will assist the committee in hosting a spectacular event for the community!

Checks can be made to: Tule River Tribe/Powwow Committee.

For Further Information Please Contact: Joyce Carothers at Joyce.Carothers@tulerivertribe-nsn.gov