



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
APRIL 2, 2024, 5:30 PM**

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City of Porterville – City Council Meeting of April 2, 2024

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Or via Telephone: **1-669-900-6833** Webinar ID: **831 6383 2592** Passcode: **301322**

Call to Order

Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 268-100-005. Agency Negotiator: Patrice Hildreth and Jason Ridenour. Negotiating Parties: City of Porterville and Thomas J. and Deborah L. O'Sullivan Trust. Under Negotiation: Terms and Price.
- 2** - Government Code Section 54956.95 – Liability Claim: Claimant: Austin Schwery. Agency claimed against: City of Porterville.
- 3** - Government Code Section 54956.95 – Liability Claim: Claimant: Flora Kehl. Agency claimed against: City of Porterville.
- 4** - Government Code Section 54956.95 – Liability Claim: Claimant: Maria Carmen Perez. Agency claimed against: City of Porterville.
- 5** - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One (1) case in which facts are not yet known to potential plaintiff.

6 - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Two (2) cases.

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

Pledge of Allegiance Led by Mayor Flores

Invocation

PRESENTATIONS

Employee of the Month - Lucie Leon

ORAL COMMUNICATIONS

This is the opportunity to address the Council on any matter of interest, whether on the agenda or not. Please address all items not scheduled for public hearing at this time. Unless additional time is authorized by the Council, all commentary shall be limited to three minutes.

CONSENT CALENDAR

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

1. **Approval of Draft Minutes of March 19, 2024**
Re: Considering approval of the City Council draft Minutes of March 19, 2024.
2. **Fire Department Vehicle Repair**
Re: Consideration to authorize the Fire Department vehicle repair by Porterville Collision and Cook's Communications at a cost not to exceed \$37,050.06 (inclusive of all parts, taxes, and labor, including a 20% contingency of \$6,175.01).
3. **Authorization for Replacement Printer/Copier/Scanner for the Engineering & Project Management Department**
Re: Consideration to authorize the lease agreement of a printer/copier/scanner for the Engineering & Project Management Department from California Surveying & Drafting Supply, Inc. in the amount of \$731.98 per month for the duration of the lease (up to 36 months).
4. **State of California Department of Transportation Delegated Maintenance Agreement Amendment**
Re: Consideration to approve the State of California Department of Transportation Delegated Maintenance Agreement Amendment; and authorize staff to submit a letter of acceptance of the amended agreement that allocates an additional \$50,000 for the Litter Abatement Program from the State Department of Transportation.
5. **Authorization to Execute Consultant Services Agreement - West Street Extension Improvements Project**

Re: Consideration to authorize staff to execute the Consultant Service Agreement for the design of the project with Peters Engineering Group in the amount of \$858,300 (inclusive of 10% contingency) and to appropriate an additional \$608,300 in Measure R Regional Funds to fully fund the project.

6. Request for Will Serve Letter – 220 S. Maurer Street

Re: Consideration to adopt the draft resolution approving a second water connection service to the existing property located at 220 S. Maurer Street (APN 262-022-002) in East Porterville, for the development of a future residential dwelling unit on the property.

7. Intent to Set a Public Hearing - Vacation of a Portion of College Avenue

Re: Consideration of a draft resolution rescinding Resolution No. 05-2024 and approving a draft resolution of intent to vacate and close to public use an improved segment of College Avenue at Main Street, and setting the public hearing for May 7, 2024.

8. Acceptance of the University of California, Davis Grant for the Pet Pantry and Pest Control Program

Re: Consideration to accept the University of California, Davis Grant in the amount of \$81,561.00.

9. National Law Enforcement Training on Child Exploitation in Atlanta, Georgia

Re: Consideration to approve out-of-state travel for Detective Duane Cornett to attend the National Law Enforcement Training on Child Exploitation Conference in Atlanta, Georgia.

10. Approval of Community Civic Event - Pink Heals Tulare County Chapter - Rollin' Relics Car Show - May 11, 2024

Re: Consideration to approve the Community Civic Event application from Pink Heals Tulare County Chapter to hold the Rollin' Relics Car Show on May 11, 2024, at Veterans Park, from 7:00 AM to 4:00 PM.

11. Request for Proclamation - Arbor Day - April 26, 2024

Re: Considering approval of a request to proclaim April 26, 2024, as "Arbor Day" in the City of Porterville.

12. Status and Review of Declaration of Local Flood Emergency

Re: Review of the Declaration of Local Emergency made on March 13, 2023, concerning the significant weather event and impacts or likely impacts relative to increased flow of the Tule River.

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

PUBLIC HEARINGS

13. Public Hearing and Consideration of An Ordinance Regulating Unsafe and Unauthorized Camping and Storage of Personal Property, and the Protection of Critical Infrastructure, and Mitigation of Harm to Public Health, Safety and Welfare

Re: A public hearing and consideration of First Reading Ordinance No. 1905, An Ordinance of the City Council of the City of Porterville Repealing Article VII of Chapter 18 (Sections 18-76 through 18-83) of the City of Porterville Municipal Code and Replacing it with Chapter 18, Article VII.

SCHEDULED MATTERS

14. The Homelessness, Drug Addiction, and Theft Reduction Act / Initiative

Re: Council to consider the information regarding the Homelessness, Drug Addiction, and Theft Reduction Act/Initiative; and consider a Letter of Support to the Californians for Safer Communities Coalition.

AB 1234 REPORTS

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

1. Tulare County Association of Governments (TCAG) - March 18, 2024 (Report Carried Over)
2. Council of Cities- March 20, 2024
3. City Selection Committee - March 20, 2024
4. Tulare County Task Force on Homelessness - March 20, 2024
5. Tulare County Economic Development Corporation (TCEDC) - March 27, 2024
6. Tulare County Regional Transit Agency (TCRTA)/Budget & Finance Committee - March 28, 2024

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 April 16, 2024, 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 – APRIL 2, 2024

SUBJECT: Approval of Draft Minutes of March 19, 2024

SOURCE: Administrative Services

COMMENT: Presented for Council's approval are the draft Minutes of March 19, 2024.

RECOMMENDATION: That the Council approve the draft Minutes of March 19, 2024.

ATTACHMENTS: 1. Draft Minutes 03-19-2024

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Acting Administrative Services Director

Final Approver: Yuliana Andrade, Acting Administrative Services Director

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
MARCH 19, 2024, 5:30 PM**

Call to Order at 5:30 p.m.

Roll Call: Council Member Greg Meister, Council Member Raymond Beltran,
Council Member Donald Weyhrauch, Vice Mayor Kellie Carrillo,
Mayor Martha A. Flores

ORAL COMMUNICATIONS

None.

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 260-300-030. Agency Negotiator: Patrice Hildreth and Jason Ridenour. Negotiating Parties: City of Porterville and Self-Help Enterprises. Under Negotiation: Terms and Price.

2 - Government Code Section 54956.95 – Liability Claim: Claimant: Ana Alcantar. Agency Claimed Against: City of Porterville.

3 - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant exposure to litigation: Four (4) cases in which facts are not yet known to Potential Plaintiffs.

4- Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Two (2) cases.

**6:34 P.M. RECONVENE OPEN SESSION AND REPORT ON REPORTABLE ACTION
TAKEN IN CLOSED SESSION**

City Attorney Lew reported action pertaining to A-2, as follows:

A-2. On a MOTION made by Council Member Meister, and SECONDED by Council Member Beltran, the City Council unanimously rejected the claim filed by Ana Alcantar.

Documentation: M.O. 01-031924

Disposition: Claim rejected.

The Pledge of Allegiance was led by Vice Mayor Carrillo.

Invocation – a member of the public came forward and gave an invocation.

PRESENTATIONS

Parks Master Plan

ORAL COMMUNICATIONS

- Richard Hatfield, Porterville, stated his concern of the Porterville College Street Improvement Plan near his property is the traffic that it would create and potential safety concern for the public.
- David Horowitz, Porterville, spoke of the homeless encampments near his residence.
- Cathy Capone, Porterville, spoke briefly about the California Arbor Week tree planting that was conducted at an earlier date.
- Ed McKerverey, Porterville, echoed Cathy Capone's comments regarding the Tree Planting and spoke of the undeveloped areas of the Tule River Parkway and suggested that we continue to develop the Sports Complex as a competitive regional park.
- Shawn Byars, Porterville, stated that he is not opposed to the Porterville College Street Improvement Project, but would like to see a barrier or wall along the road to help mitigate any safety concerns that could arise.
- Stacey Doyle, Porterville, echoed the sentiments of both the previous speakers Richard Hatfield and Shawn Byars and their concerns related to the Porterville College Street Improvement Plan.
- Kristy Martin, Porterville Chamber of Commerce, provided council with recent and upcoming events.

REPORTS

I. City Commission and Committee Meetings

1. Parks & Leisure Services Commission - March 7, 2024 – no report was provided.

2. Library & Literacy Commission - March 12, 2024

Commissioner Edith La Vonne reported on February participation statistics and highlights for Virtual Story Time, Adult Book Club, Bilingual Story Time, Family Literacy Services, Bring Your Own Game Day, Young Adult Book Club, the Thousand Books Before Kindergarten Challenge. Commissioner Edith La Vonne also mentioned the 115th Library Birthday Celebration and other recent events.

3. Arts Commission – no report was provided.

4. Animal Control Commission – no report was provided.

5. Youth Commission - March 13, 2024 – no report was provided.

6. Transactions and Use Tax Oversight Committee (TUTOC) - February 27, 2024 – no report was provided.

II. Staff Informational Reports

1. Water Conservation Phase IV Status Update - February 2024

2. New Porterville Rescue Mission Update

CONSENT CALENDAR

There were no items pulled from the Consent Calendar for discussion.

COUNCIL ACTION: MOVED by Vice Mayor Carrillo, SECONDED by Council Member Meister that the City Council approve Items Nos. 1-12. The motion carried unanimously.

1. AUTHORIZATION TO REPAIR CITY WELL NO.15

Recommendation: That City Council:

1. Direct the Finance Director to initiate a Purchase Order to Carver Pump for an amount not to exceed \$22,081 (inclusive of all parts, taxes, and contingency) for the replacement parts for City Well No. 15; and
2. Direct the Finance Director to make payment to Carver Pump upon receipt of the invoice approved by the Public Works Director.

Documentation: M.O. 02-031924

Disposition: Approved.

2. AUTHORIZATION TO NEGOTIATE A CONSULTANT CONTRACT - SANTA FE BYWAY PUBLIC ARTIST

Recommendation: That the City Council authorize staff to negotiate a scope of services contract with Adrian Litman Art & Design for the art component of the Santa Fe Byway Revitalization and Beautification Project.

Documentation: M.O. 03-031924

Disposition: Approved.

3. MURRY PARK POOL CONCESSION LICENSE RENEWAL

Recommendation: That the City Council approve the renewal of the Murry Park Pool Concession License with Valley Paradigm Corporation for a three-year term.

Documentation: M.O. 04-031924

Disposition: Approved.

4. AUTHORIZATION FOR THE BARN THEATER TO SELL SAFE AND SANE FIREWORKS FROM THE CITY'S PARKING LOT AT THE BARN THEATER

Recommendation: That the City Council authorize the Barn Theater to sell fireworks on APN 261-210-007 adjacent to the Barn Theater and authorize the City Manager or their designee to sign the Safe and Sane Fireworks Property Use Declaration.

Documentation: M.O. 05-031924

Disposition: Approved.

5. 2023 GENERAL PLAN ANNUAL PROGRESS REPORT

Recommendation: That the City Council review the 2019-2023 General Plan Annual Progress Reports and direct the Planning Division to submit the report to the California Department of Housing and Community Development and the Governor's Office of Planning and Research.

Documentation: M.O. 06-031924

Disposition: Approved.

6. 2023 HOUSING ELEMENT ANNUAL PROGRESS REPORT

Recommendation: That the City Council review the 2023 Annual Housing Element Progress Report and direct the Planning Division to submit the report to the California Department of Housing and Community Development and the Governor's Office of Planning and Research.

Documentation: M.O. 07-031924

Disposition: Approved.

7. HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) GRANT APPLICATION

Recommendation: That City Council:

1. Adopt the draft Resolution approving the submittal of a HOME Investment Partnership Program (HOME) funding application for \$500,000 for the continuation of the First Time Low Income Homebuyer Program;
2. Authorize the Mayor to execute all documents pertaining to the HOME program; and
3. Authorize the Community Development Director to execute, in the name of the City of Porterville, project drawdown requests, and all other administrative documents required by the California Department of Housing and Community Development or the U.S. Department of Housing and Urban Development for administration of the HOME Program.

Documentation: Resolution No. 10-2024

Disposition: Approved.

8. RENEWAL OF AIRPORT LEASE AGREEMENT LOT NO. 34D

Recommendation: That the City Council approve the renewal of the Lease Agreement between the City and Scott Creager for Lot No. 34D at the Porterville Municipal Airport for a term of fifteen (15) years.

Documentation: M.O. 08-031924

Disposition: Approved.

9. RENEWAL OF AIRPORT LEASE AGREEMENT LOT NO. 34E

Recommendation: That the City Council approve the renewal of the Lease Agreement between the City and Michael and Debbie Quatacker for Lot No. 34E at the Porterville Municipal Airport for a term of ten (10) years.

Documentation: M.O. 09-031924

Disposition: Approved.

10. RENEWAL OF AIRPORT LEASE AGREEMENT LOT NO. 36

Recommendation: That the City Council approve the renewal of the Lease Agreement between the City and Matthew Quatacker for Lot No. 36 at the Porterville Municipal Airport for a term of ten (10) years.

Documentation: M.O. 10-031924

Disposition: Approved.

11. APPROVAL FOR COMMUNITY CIVIC EVENT - OPTIMIST CLUB/PUSD/BSD - PORTERVILLE CELEBRATES READING - APRIL 13, 2024

Recommendation: That the City Council approve the Community Civic Event application from the Optimist Club of Porterville, Porterville Unified School District, and Burton School District to hold the "Porterville Celebrates Reading" event on Saturday, April 13, 2024, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A, Exhibit B, and Exhibit C.

Documentation: M.O. 11-031924

Disposition: Approved.

12. APPROVAL OF COMMUNITY CIVIC EVENT - PARENTING NETWORK - CALLING ALL SUPERHEROES - APRIL 17, 2024

Recommendation: That the City Council approve the Community Civic Event application from the Parenting Network to hold the "Calling All Superheroes" event on Wednesday, April 17, 2024, subject to the requirements and restrictions

contained in the Application and Agreement, Exhibit A, Exhibit B, and Exhibit C.

Documentation: M.O. 12-031924

Disposition: Approved.

PUBLIC HEARINGS

13. NORTH GRAND CONDITIONAL USE PERMIT (PRC NO. 21-2028-C) AND TENTATIVE PARCEL MAP PUBLIC HEARING CONTINUANCE

Recommendation: That the City Council:

1. Continue the opened public hearing from March 5, 2024 and receive public comments;
2. Find the proposed project exempt from the California Environmental Quality Act pursuant to Section 15303 and 15315 of the California Code of Regulation; and
3. Adopts the draft resolution approving the tentative parcel map and the conditional use permit (PRC 2021-028-C) subject to conditions of approval.

City Manager Hildreth introduced the item and City Planner Jeff O'Neal presented the staff report.

Mayor Flores continued the previously opened Public Hearing at 7:41 p.m.

- David Horowitz, Porterville, spoke in opposition of the proposed project.
- Rebecca Gonzalez, Porterville, spoke in opposition of the proposed project.

Mayor Flores closed the Public Hearing at 7:51 p.m. when no one else came forward to speak.

Council asked questions posed by the community related to the traffic and safety concerns in the area of the proposed project, to which staff and representatives stated that the planning into the project will be able to address most if not all the concerns that have been addressed by members of the public. Staff also mentioned that proper noticing requirements for the Public Hearing were sent to those properties who were within a 500-foot radius of the project area.

Staff indicated they would recommend a different finding of California Environmental Quality Act exemption which is Section 15301- Existing Facilities, and not the listed Sections 15303 And 15315.

COUNCIL ACTION: MOVED by Council Member Beltran, SECONDED by Vice Mayor Carrillo that the City Council continued the opened public hearing from March 5, 2024, found the proposed project exempt from the California Environmental Quality Act pursuant to Section 15303 and 15315 of the California Code of Regulation; and adopted the draft resolution approving the Tentative Parcel Map and the Conditional Use Permit (PRC 2021-028-C).

AYES: Meister, Beltran, Carrillo, Flores
NOES: Weyhrauch
ABSTAIN: None
ABSENT: None

Documentation: Resolution No. 11-2024

Disposition: Approved.

Council recessed at 8:33 p.m. and reconvened at 8:46 p.m.

14. REQUEST FOR A MODIFICATION OF CONDITIONAL USE PERMIT 8-2008 TO UPGRADE FROM A TYPE 20 OFF-SALE LICENSE TO A TYPE 21 OFF-SALE ALCOHOL LICENSE FOR SHERWOOD HANDY MARKET

Recommendation: That the City Council:

1. Hold a Public Hearing to receive public comments; and
2. Find the proposed project exempt from the California Environmental Quality Act pursuant to Section 15061(b), (3) of the California Code of Regulation; and
3. Adopt the draft resolution approving Modification to Conditional Use Permit 8-2008 for a Type 21 Off-Sale subject to conditions of approval

City Manager Hildreth introduced the item and City Planner Jeff O’Neal presented the staff report.

Mayor Flores opened the Public Hearing at 8:49 pm.

- (Written Communication) Brock Neeley, Porterville, spoke in opposition of the item, and inquired if the adjacent residences on their opinions.

Mayor Flores closed the Public Hearing at 8:50 p.m. when no one else came forward to speak.

Staff indicated that similar to the previous item (Item No. 13) they would recommend a different finding of California Environmental Quality Act exemption which is Section 15301-Existing Facilities, and not the listed Section 15061(b)(3) – General Rule Exemption.

COUNCIL ACTION: MOVED by Council Member Meister, SECONDED by Council Member Weyhrauch that the City Council conduct the public hearing to receive public comment; found the project exempt from California Environmental Quality Act pursuant to Section 15301 of the California Code of Regulation; and adopted the draft resolution approving the Modification to Conditional Use Permit 8-2008 for a Type 21 Off-sale subject to conditions of approval. The motion carried unanimously.

Documentation: Resolution No. 12-2024

Disposition: Approved.

15. REQUEST FOR A CONDITIONAL USE PERMIT (PRC 2023-038-C) TO ALLOW THE ESTABLISHMENT OF A BARBERSHOP WITH A BAR/LOUNGE AND THE SALE OF ALCOHOL UNDER A TYPE 48 ON-SALE ALCOHOL LICENSE FOR SPORTS CUTS BAR & LOUNGE, LOCATED AT 41 N MAIN STREET

Recommendation: That the City Council:

1. Consider adopting the draft resolution approving a Conditional Use Permit (PRC 2023-038-C) for a Type 48 On-Sale subject to conditions of approval;
2. Find the proposed project exempt from the California Environmental Quality Act pursuant to Section 15061(b), (3) of the California Code of Regulation; and
3. If CUP resolution is adopted, authorize the Mayor to sign the Letter of Public Convenience or Necessity.

City Manager Hildreth introduced the item and presented the staff report.

Staff indicated that similar to the previous items (Item No. 13 and Item No. 14) they would recommend a different finding of California Environmental Quality Act exemption which is Section 15301- Existing Facilities, and not the listed Section 15061(b)(3) – General Rule Exemption.

Mayor Flores opened the Public Hearing at 9:04 p.m.

- Roman Perez, Porterville, spoke in favor of the conditional use permit to allow the establishment to conduct the proposed Bar and Lounge.
- (Written Communication) Brock Neeley, Porterville, asked at what point does the city deem a tract to be oversaturated and provided documentation to the council.

Mayor Flores closed the Public Hearing at 9:06 p.m. when no one came forward to speak.

COUNCIL ACTION: MOVED by Council Member Beltran, SECONDED by Vice Mayor Carrillo that the City Council adopt the draft resolution approving a Conditional Use Permit (RC 2023-038-C) for a Type 48 On-Sale license; find the proposed project exempt from the California Environmental Quality Act pursuant to 15301; and authorize the Letter of Public Convenience or Necessity. The motion carried unanimously.

Documentation: Resolution No. 13-2024

Disposition: Approved.

SCHEDULED MATTERS

16. COUNCIL AUTHORIZATION FOR REORGANIZATION OF PUBLIC WORKS DEPARTMENT TO ACCOMMODATE THE TRANSPORTATION DEPARTMENT

Recommendation: That City Council:

1. Approve the reorganization of the Public Works Department and City's Organizational Chart to form a Transportation Department;
2. Approve the Draft Transportation Director Job Description;
3. Approve the establishment of a new Transportation Director classification at Salary Range 269 (\$9,578 - \$11,689);
4. Approve the allocation of one Assistant City Manager at Salary Range 279 (\$10,580 - \$13,040);
5. Approve the allocation of one Administrative Aide at Salary Range 187 (\$4,233 - \$5,166);
6. Approve the allocation of one Clerical Assistant I, at Salary Range 149 (\$2,900 - \$3,539).

City Manager Hildreth introduced the item and presented the staff report.

COUNCIL ACTION: MOVED by Vice Mayor Carrillo, SECONDED by Council Member Weyhrauch that the City Council approved the reorganization of the Public Works Department to accommodate the Transportation Department. The motion carried unanimously.

Documentation: M.O. 13-031924

Disposition: Approved.

17. STATUS AND REVIEW OF DECLARATION OF LOCAL FLOOD EMERGENCY

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.

City Manager Hildreth introduced the item and presented the staff report.

COUNCIL ACTION: MOVED by Vice Mayor Carrillo, SECONDED by Council Member Beltran that the City Council approve the continuance of the Declaration of Local Flood Emergency. The motion carried unanimously.

Documentation: M.O. 14-031924

Disposition: Approved.

AB 1234 REPORTS

1. LINC Committee Meeting - March 6, 2024

Council Member Beltran provided updates on several items of interest such as the budget report, a report on the Navigation Center, and a Point in Time recap.

2. City Council Cannabis Ad Hoc Committee - March 6, 2024

Council Member Beltran provided updates on the statuses of the three cannabis dispensary licenses and provided an update on the education incentive program.

Council Member Weyhrauch asked if the Police Chief elaborate on the needs to find more funding for the Juvenile Diversion Program.

3. City Council General Plan Ad Hoc Committee - March 6, 2024

Vice Mayor Carrillo provided updates related to several reports that encompassed what the 2019 General Plan Goals and Objectives were.

Council Member Weyhrauch echoed the comments made by Vice Mayor Carrillo.

4. Library Facility Planning Committee - March 6, 2024

Vice Mayor Carrillo stated a presentation on the new library design was provided by PH Architects and provided updates to that regard.

5. Eastern Tule Groundwater Sustainability Agency - March 7, 2024

Council Member Weyhrauch reported on announcements, the approval of the Minutes, the ratification of pending bills, and several report and action items.

6. Tulare County Water Commission - March 11, 2024

Mayor Flores provided updates on the approval of Minutes, Tulare County Flood Control Update, the 2024 Water Commission Priorities, a state funding & drought update, and several other reports and Commissioner requirements.

7. Porterville Area Development Authority Meeting - March 15, 2024 – Cancelled.

8. Tulare County Association of Governments (TCAG) - March 18, 2024

Mayor Flores stated she will carry this report over to the next meeting.

ORAL COMMUNICATIONS

None.

OTHER MATTERS

- Council Member Beltran spoke of his attendance to the California Arbor Week event, and spoke of an potential Easter Event hosted by the LINC Committee.
- Council Member Weyhrauch appreciated the preparation of the agenda, spoke on the Consent Calendar of the Concession Renewal, lauded the efforts of the Community Development Department, and highlighted information regarding Consent Calendar Items 11 and 12.
- Council Member Meister spoke of the Porterville College Street Improvement and spoke of his excitement about the approval of Consent Calendar Item No. 4, and Scheduled Matter Item No. 15. Council Member Meister requested that a letter of support in the repealing of Proposition 47, be considered at the next council meeting, as a Scheduled Matter.

COUNCIL ACTION: MOVED by Council Member Meister, SECONDED by Council Member Weyhrauch that the City Council approve Council Member Meister's request to bring an item at the next Council meeting to consider a Letter of

Support in the repealing of Proposition 47. The motion carried unanimously.

Documentation: M.O. 15-031924

Disposition: Approved.

- Vice Mayor Carrillo asked if staff could provide her information related to the Porterville College Street Improvements, lauded the efforts of city staff, and enjoyed the presentation on the Parks Master Plan.
- Mayor Flores spoke of her attendance to several events such as the Central Valley Heroes Awards, the Wall of Fame Ceremony, the Tulare Kings Hispanic Chamber of Commerce Event, and the unveiling of the battlefield cross at the Porterville Memorial Auditorium. Mayor Flores also spoke of an upcoming Safety Recognition Dinner.
- Deputy City Manager Jason Ridenour thanked Parks and Leisure Services Director Donnie Moore, Engineering and Project Management Director Javier Sanchez, and the City Council for their efforts in getting the skatepark improvements done in a timely manner.

CLOSED SESSION

None.

ADJOURNMENT –

The Council adjourned at 10:33 p.m. to the meeting of April 2, 2024, at 5:30 p.m.

Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk

SEAL

Martha A. Flores, Mayor



CITY COUNCIL AGENDA – APRIL 2, 2024

SUBJECT: Fire Department Vehicle Repair

SOURCE: Fire

COMMENT: The Fire Marshal's Vehicle, Unit No. 2216, was recently involved in a traffic collision which resulted in the vehicle becoming inoperable. Staff contacted three (3) businesses and requested estimates for repairs. Only two (2) businesses responded to the request, the other was non-responsive.

The estimates for Vehicle No. 2216 are as follows:

Milinch Body Works	\$29,489.89
Porterville Collision	\$28,573.86
Golden State Body Shop	Non-Responsive

Additionally, staff contacted Cook's Communications who installed the emergency lighting for an estimate to replace the damaged lighting. Their estimate is as follows:

Cook's Communications	\$2,301.19
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Staff is requesting authorization to utilize Porterville Collision and Cook's Communications to perform the repairs at an estimated cost not to exceed \$37,050.06 (inclusive of all parts, taxes, and labor, including a 20% contingency of \$6,175.01). Funding for the repair of Vehicle No. 2216 will come from the Equipment Replacement Fund. As the specific unit 2216 account balance does not have the total funds available, staff recommends that the depreciation of this vehicle be extended by 3 years to cover the costs of this repair.

RECOMMENDATION: That the City Council:

1. Authorize the Fire Department vehicle repair by Porterville Collision and Cook's Communications at a cost not to exceed \$37,050.06 (inclusive of all parts, taxes, and labor, including a 20% contingency of \$6,175.01); and
2. Authorize payment of said repair upon satisfactory completion.

ATTACHMENTS:

1. Porterville Collision Estimate 2216
2. Milinch Estimate 2216

3. Cook's Estimate- Porterville Fire Marshall Repair

Appropriated/Funded:

Review By:

Department Director:
Shannon Skiles

Final Approver: Patrice Hildreth, City Manager

PORTERVILLE COLLISION CENTER

portervillecollision@ocsnet.net
721 N Sunnyside St, Porterville, CA 93257
Phone: (559) 782-5181
FAX: (559) 784-0488

Workfile ID: f6102cba
PartsShare: 7NxYNN
State EPA: CAL00035406
BAR: ARD00262887

Preliminary Estimate

Customer: CITY OF PORTERVILLE

Written By: Mike Crissman

Insured: CITY OF PORTERVILLE
Type of Loss: Collision
Point of Impact: 12 Front

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
CITY OF PORTERVILLE
291 N MAIN ST
PORTERVILLE, CA 93257
(559) 782-7597 Business

Inspection Location:
PORTERVILLE COLLISION CENTER
721 N Sunnyside St
Porterville, CA 93257
Repair Facility
(559) 782-5181 Business

Insurance Company:

VEHICLE

2022 GMC Sierra 2500 HD AT4 Crew Cab 172" WB 4WD 4D LONG 8-6.6L Gasoline Direct Injection

VIN: 1GT49PE72NF198011
License:
State:

Interior Color:
Exterior Color:
Production Date:

Mileage In:
Mileage Out:
Condition:

Vehicle Out:
Job #:

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat
Memory Package

DECOR

Dual Mirrors
Privacy Glass
Console/Storage

CONVENIENCE

Air Conditioning
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Telescopic Wheel
Heated Steering Wheel
Climate Control
Navigation System
Backup Camera
Remote Starter

RADIO

AM Radio
FM Radio
Stereo

Search/Seek
Auxiliary Audio Connection
Satellite Radio

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device
Xenon or L.E.D. Headlamps
Positraction

SEATS

Bucket Seats

Leather Seats
Heated Seats
Ventilated Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps
Signal Integrated Mirrors

TRUCK

Rear Step Bumper
Bedliner (Spray On)
Trailer Hitch
Trailer Package
Power Trunk/Liftgate

Preliminary Estimate

Customer: CITY OF PORTERVILLE

2022 GMC Sierra 2500 HD AT4 Crew Cab 172" WB 4WD 4D LONG 8-6.6L Gasoline Direct Injection

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	INFORMATION LABELS						
open	Repl	Info label camper usage	NOT SERVICED	1			
3	Repl	Emission label	19354745	1	41.80	0.2	
4	FRONT BUMPER						
5		O/H bumper assy				5.9	
6	* <>	Repl USED bumper assy; painted +25%	84683444	1	1,325.00	Incl.	2.2
7		Add for Clear Coat					0.9
8	#	Detrim used bumper		1		2.0	
9	GRILLE						
10	Repl	Grille w/camera	84691997	1	1,556.50	0.4	
11		Add for camera				0.2	
12	FRONT PANELS						
13	Repl	Front panel	84735803	1	177.70	0.4	
14	Repl	Upper shutter	84735801	1	99.68 m	0.6	
15	Repl	Lower shutter	87830734	1	151.40 m	0.2	
16	Repl	Lower baffle	84126427	1	44.55		
17	FRONT LAMPS						
18	*	Repl USED RT Headlamp assy +25%	85149464	1	918.75	0.5	
19	*	Repl USED LT Headlamp assy +25%	86788463	1	1,172.50	0.5	
20	RADIATOR SUPPORT						
21	Repl	Radiator support w/fender structure (HSS)	84714653	1	2,313.95 s	14.9	6.7
22		Evacuate & recharge				m 1.4	
23		Refrigerant recovery				m 0.4	
24		Aim headlamps				0.5	
25	Repl	Upper reinf	84560245	1	102.42		
26	Repl	Upper baffle	84126419	1	54.58	0.2	
27	Repl	RT Side baffle	84126423	1	46.03	0.2	
28	Repl	LT Side baffle	84126425	1	42.62	0.2	
29	COOLING						
30	**	Repl Non OEM Radiator	84565799	1	444.00 m	2.4	
31		Repl Upper shroud	84654431	1	63.52 m	0.3	
32		Repl Trans cooler	23395755	1	199.78 m	0.5	
33	AIR CONDITIONER & HEATER						
34	**	Repl Non OEM Condenser	85524339	1	177.00 m	1.6	
35	HOOD						
36	Repl	Hood	84912496	1	990.00	1.5	3.2
37		Overlap Major Non-Adj. Panel					-0.2
38		Add for Clear Coat					0.6
39		Add for Underside(Complete)					1.6
40		Add for Clear Coat					0.3
41	Repl	Front w/strip	84769113	1	45.60	Incl.	

Preliminary Estimate

Customer: CITY OF PORTERVILLE

2022 GMC Sierra 2500 HD AT4 Crew Cab 172" WB 4WD 4D LONG 8-6.6L Gasoline Direct Injection

42	Repl	Front molding black	84774164	1	211.08	0.5	
43	Repl	Vent w/o functional vent black (GBA)	84802191	1	117.20	Incl.	1.0
44		Overlap Major Non-Adj. Panel					-0.2
45	Repl	Insulator w/o diesel	84182768	1	14.60	Incl.	
46	Repl	Lock	84805446	1	82.40	0.3	
47	Repl	RT Hinge	84687770	1	97.22	0.3	0.3
48		Add for Clear Coat					0.1
49	Repl	LT Hinge	84687769	1	97.22	0.3	0.3
50		Add for Clear Coat					0.1
51	Repl	Release cable	84734957	1	49.85	0.9	
52	FENDER						
53	Repl	RT Fender	84581169	1	625.93	2.1	2.2
54		Overlap Major Adj. Panel					-0.4
55		Add for Clear Coat					0.4
56		Add for Edging					0.5
57		Add for Clear Coat					0.1
58	Repl	LT Fender	84581168	1	625.93	2.1	2.2
59		Overlap Major Adj. Panel					-0.4
60		Add for Clear Coat					0.4
61		Add for Edging					0.5
62		Add for Clear Coat					0.1
63	Repl	RT Lower bracket	84542126	1	32.43	0.1	
64	Repl	LT Lower bracket	84542125	1	32.43	0.1	
65	Repl	RT Fender liner front bracket	85587119	1	18.58		
66	Repl	LT Fender liner front bracket	85587118	1	18.58		
67	FRAME						
68	Repl	RT Tow hook red	84196516	1	88.83	0.2	
69	Repl	LT Tow hook red	84196516	1	88.83	0.2	
70	Repl	Front section (HYD)	85664316	1	2,465.58 s	6.0	
71	STEERING GEAR & LINKAGE						
72	Repl	P/S cooler	84763090	1	139.53 m	0.4	
73	RESTRAINT SYSTEMS						
74	Repl	Driver air bag w/o Denali black	85522843	1	879.25 m	Incl.	
75		Air bag system diagnosis			m	0.5	
76	Repl	Clockspring w/cruise control w/htd strng wheel	86773961	1	83.25 m	1.1	
77	Repl	Angle sensor	13589991	1	105.60		
78	Repl	Diagnostic unit	13524234	1	659.93 m	0.3	
79	Repl	RT Ft impact sensor	13514077	1	261.38 m	0.3	
80	Repl	LT Ft impact sensor	13514077	1	261.38 m	0.3	
81	Repl	LT Outer belt assy black	84512905	1	199.92 m	0.3	
82	Repl	LT Tensioner black	84937705	1	121.30 m	0.3	
83	FRONT DOOR						
84	*	Rpr LT Door shell				2.0	2.4
85		Overlap Major Adj. Panel					-0.4

Preliminary Estimate

Customer: CITY OF PORTERVILLE

2022 GMC Sierra 2500 HD AT4 Crew Cab 172" WB 4WD 4D LONG 8-6.6L Gasoline Direct Injection

86	*	Add for Clear Coat					0.4
87		R&I LT Belt molding black, w/o AT4				0.3	
88		R&I LT Upper molding AT4				0.3	
89		R&I LT Corner molding w/o Base, Pro				0.1	
90		R&I LT Applique w/o Base, Pro				0.2	
91		R&I LT R&I mirror				0.3	
92		R&I LT Run w'strip				0.3	
93		R&I LT Handle, outside w/passive entry body color				0.3	
94		R&I LT R&I trim panel				0.4	
95	#	Subl Hazardous waste removal	1	6.00			
96	#	Repl Cover Car	1	18.00	T		
97	#	Color tint / color match	1	10.00	T	0.5	
98	#	Repl Corrosion protection primer	1	10.00	T	0.5	
99	#	Rpr Setup & measure				2.0	F
100	#	Frame repair	1				F
101	#	Subl Two wheel alignment	1	112.44			
102	**	Repl Non OEM Power steering fluid	1	15.00	T		
103	**	Repl Non OEM Coolant	1	38.00	T		
104	**	Repl Non OEM Windshield washer fluid	1	6.50	T		
105	**	Repl Non OEM Transmission fluid	1	20.00	T		
106	#	Test AC for freon leaks	1			0.5	
107	#	Repl Refridgerant R-134a	1	45.00	T		
108	#	Subsequent Masking labor for priming	1				0.2
109	#	Mask jams/openings	1		T		0.2
110	#	Rpr Feather edge prime and block					1.0
111	#	Repl Weld-through primer	1	9.50	T	0.5	
112	#	Rpr Color sand and buff				1.5	
113	#	Rpr Pre scan				0.5	M
114	#	Rpr Post scan				0.5	M
115	#	Diagnostic scan fee	1	156.25			
		Note: OPUS-IVS					
SUBTOTALS				17,792.30		62.3	26.3

Preliminary Estimate

Customer: CITY OF PORTERVILLE

2022 GMC Sierra 2500 HD AT4 Crew Cab 172" WB 4WD 4D LONG 8-6.6L Gasoline Direct Injection

ESTIMATE TOTALS

Category	Basis			Rate	Cost \$
Parts					17,620.30
Body Labor	59.3 hrs	@		\$ 88.00 /hr	5,218.40
Paint Labor	26.3 hrs	@		\$ 88.00 /hr	2,314.40
Mechanical Labor	1.0 hrs	@		\$ 120.00 /hr	120.00
Frame Labor	2.0 hrs	@		\$ 95.00 /hr	190.00
Paint Supplies	26.3 hrs	@		\$ 45.00 /hr	1,183.50
Miscellaneous					172.00
Subtotal					26,818.60
Sales Tax	\$ 18,975.80	@		9.2500 %	1,755.26
Grand Total					28,573.86
Deductible					0.00
CUSTOMER PAY					0.00
INSURANCE PAY					28,573.86

MyPriceLink Estimate ID / Quote ID:

1187460106858536960 / 134110136

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM. ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT INFORMATION TO OBTAIN OR AMEND INSURANCE COVERAGE OR TO MAKE A CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED:

MOTOR ABBREVIATIONS/SYMBOLS: D=DISCONTINUED PART, A=APPROXIMATE PRICE. LABOR TYPES: B=BODY LABOR, D=DIAGNOSTIC, E=ELECTRICAL, F=FRAME, G=GLASS, M=MECHANICAL, P=PAINT LABOR, S=STRUCTURAL, T=TAXED MISCELLANEOUS, X=NON TAXED MISCELLANEOUS. CCC ONE: ADJ=ADJACENT, ALGN=ALIGN, A/M=AFTERMARKET, BLND=BLEND, CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION, D&R=DISCONNECT AND RECONNECT, EST=ESTIMATE, EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY, INCL=INCLUDED, MISC=MISCELLANEOUS, NAGS=NATIONAL AUTO GLASS SPECIFICATIONS, NON-ADJ=NON ADJACENT, O/H=OVERHAUL, OP=OPERATION, NO=LINE NUMBER, QTY=QUANTITY, RECOND=RECONDITION, REFN=REFINISH, REPL=REPLACE, R&I=REMOVE AND INSTALL, R&R=REMOVE AND REPLACE, RPR=REPAIR, RT=RIGHT, SECT=SECTION, SUBL=SUBLET, LT=LEFT, W/O=WITHOUT, W/_=WITH/_

Customer: CITY OF PORTERVILLE

2022 GMC Sierra 2500 HD AT4 Crew Cab 172" WB 4WD 4D LONG 8-6.6L Gasoline Direct Injection

SYMBOLS: #=MANUAL LINE ENTRY, *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED], **=DATABASE LINE WITH AFTERMARKET, N=NOTES ATTACHED TO LINE. OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT.

""CURE TIME"" MEANS THE LENGTH OF TIME THAT, PER THE ADHESIVE MANUFACTURER, THE WINDSHIELD ADHESIVE NEEDS TO CURE UNTIL THE WINDSHIELD CAN PROPERLY FUNCTION AS A SAFETY DEVICE PURSUANT TO THE FEDERAL MOTOR VEHICLE SAFETY STANDARDS AND THE VEHICLE MANUFACTURER'S SPECIFICATIONS.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. ANY WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE PARTS, RATHER THAN BY THE ORIGINAL MANUFACTURER OF YOUR VEHICLE.

Customer: CITY OF PORTERVILLE

2022 GMC Sierra 2500 HD AT4 Crew Cab 172" WB 4WD 4D LONG 8-6.6L Gasoline Direct Injection

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR1GG20, CCC Data Date 02/15/2024, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2024 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Preliminary Estimate

Customer: CITY OF PORTERVILLE

2022 GMC Sierra 2500 HD AT4 Crew Cab 172" WB 4WD 4D LONG 8-6.6L Gasoline Direct Injection

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
6	LKQ Corp 2041 Navy Drive Stockton CA 95206 (800) 424-2002	#~317347983 USED bumper assy; painted +25% Bumper Assembly, Front AT4,4DR UNKNOWN,S#GM1210 Quote: 2388882178 Expires: 03/31/24	\$ 1,060.00
18	G5 Autolights 16700 Hardy St Suite C Houston TX 77032 (281) 982-3428	#SVGFFJ USED RT Headlamp assy +25% RT H/LAMP ASSY-IQ1 W/O I NTELLI.,S#JD1123 Quote: 429828317 Expires: 03/16/24	\$ 735.00
19	LKQ Corp 2041 Navy Drive Stockton CA 95206 (800) 424-2002	#~374311920 USED LT Headlamp assy +25% Headlamp Assembly LH ASSY 86788463-S OESURPLS,S#RYA240 Quote: 2388897221 Expires: 03/31/24	\$ 938.00
30	1-800-Radiator & A/C 1036 N. MARCIN STREET VISALIA CA 93291 (559) 734-4004	#104358CS Non OEM Radiator Quote: 38703506 Expires: 02/29/24	\$ 444.00
34	Performance Radiator 5070 Arville #2 Las Vegas NV 89118 (877) 723-4286	#3726 Non OEM Condenser Quote: 53462420 Expires: 02/16/24	\$ 177.00

MILINICH BODY WORKS

631 N SUNNYSIDE ST, milinich@sbcglobal.net,
PORTERVILLE, CA 93257
Phone: (559) 784-8827
FAX: (559) 784-2972

Workfile ID: 931be0d5
PartsShare: 7Ny3Sc
Federal ID: 90-0787680
State EPA: S412
BAR: ARD00279737

Preliminary Estimate

Customer: CITY OF PORTERVILLE

Job Number:

Insured: CITY OF PORTERVILLE
Type of Loss:
Point of Impact: 12 Front

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
CITY OF PORTERVILLE

Inspection Location:
MILINICH BODY WORKS
631 N SUNNYSIDE ST
milinich@sbcglobal.net
PORTERVILLE, CA 93257
Repair Facility
(559) 784-8827 Business

Insurance Company:

VEHICLE

2022 GMC Sierra 2500 HD AT4 Crew Cab 172" WB 4WD 4D LONG 8-6.6L Gasoline Direct Injection WHITE

VIN: 1GT49PE72NF198011
License:
State: CA

Interior Color:
Exterior Color: WHITE
Production Date:

Mileage In:
Mileage Out:
Condition: Good

Vehicle Out:
Job #:

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat
Memory Package

DECOR

Dual Mirrors
Privacy Glass
Console/Storage

CONVENIENCE

Air Conditioning
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Telescopic Wheel
Heated Steering Wheel
Climate Control
Navigation System
Backup Camera
Remote Starter

RADIO

AM Radio
FM Radio
Stereo

Search/Seek
Auxiliary Audio Connection
Satellite Radio

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device
Xenon or L.E.D. Headlamps
Positraction

SEATS

Bucket Seats

Leather Seats
Heated Seats
Ventilated Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps
Signal Integrated Mirrors

TRUCK

Rear Step Bumper
Bedliner (Spray On)
Trailer Hitch
Trailer Package
Power Trunk/Liftgate

Preliminary Estimate

Customer: CITY OF PORTERVILLE

Job Number:

2022 GMC Sierra 2500 HD AT4 Crew Cab 172" WB 4WD 4D LONG 8-6.6L Gasoline Direct Injection WHITE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint	
1	FRONT BUMPER							
2	Repl	LT Bracket bolt	11611334	1	7.20	0.0	0.0	
3	Repl	RT Inner bracket bolt	11601916	1	6.83	0.0	0.0	
4	Repl	LT Inner bracket bolt	11601916	1	6.83	0.0	0.0	
open	Repl	LT Support bracket bolt 10x34.8mm	11569664	1	7.71	0.0	0.0	
6	Repl	RT Support bracket bolt 12x35mm	11589165	1	7.20	0.0	0.0	
open	Repl	RT Support bracket bolt 10x34.8mm	11569664	1	7.71	0.0	0.0	
8	Repl	LT Support bracket bolt 12x35mm	11589165	1	7.20	0.0	0.0	
9	Repl	RT Guide bracket	85110201	1	16.07	0.0	0.0	
10	Repl	LT Guide bracket	85110200	1	16.07	0.0	0.0	
11	Repl	RT Guide bracket bolt	11547420	1	9.05	0.0	0.0	
12	Repl	LT Guide bracket bolt	11547420	1	9.05	0.0	0.0	
13	Repl	RT Filler panel	84677752	1	136.18	0.3	1.1	
14		Add for Clear Coat		0	0.00	0.0	0.4	
15	Repl	LT Filler panel	84677751	1	136.82	0.3	1.1	
16		Overlap Major Non-Adj. Panel		0	0.00	0.0	-0.2	
17		Add for Clear Coat		0	0.00	0.0	0.2	
18	Repl	Lower deflector	84392056	1	117.22	0.3	0.0	
19	Repl	Center molding black SLT, AT4	84319822	1	154.43	0.3	0.0	
20	Repl	RT Center molding bolt	11547421	1	9.22	0.0	0.0	
21	Repl	LT Center molding bolt	11547421	1	9.22	0.0	0.0	
22	**	Repl	A/M CAPA Lower panel	84392054	1	179.00	0.3	0.0
23	Repl	RT Fog lamp bezel painted bumper	84683443	1	65.62	0.2	0.0	
24	Repl	LT Fog lamp bezel painted bumper	84683442	1	65.62	0.2	0.0	
25	Repl	RT Trim ring painted bumper only black	84319826	1	117.02	0.2	0.0	
26	Repl	LT Trim ring painted bumper only black	84319825	1	117.02	0.2	0.0	
27	**	Repl	A/M License bracket	84186107	1	34.00	0.1	0.0
open	Repl	Wire harness w/fog lamps Labeled 84540583	84540583	1	103.46	0.0	0.0	
29	* <>	Repl	USED bumper assy; painted +25%	84683444	1	1,325.00	1.9	2.2
30		Overlap Major Non-Adj. Panel		0	0.00	0.0	-0.2	
31		Add for Clear Coat		0	0.00	0.0	0.4	
32		Aim fog lamps		0	0.00	0.3	0.0	
33	GRILLE							
34	Repl	Grille w/camera	84691997	1	1,556.50	0.4	0.0	

Preliminary Estimate

Customer: CITY OF PORTERVILLE

Job Number:

2022 GMC Sierra 2500 HD AT4 Crew Cab 172" WB 4WD 4D LONG 8-6.6L Gasoline Direct Injection WHITE

35			Add for camera		0	0.00	0.2	0.0
36	FRONT PANELS							
37		Repl	Upper shutter	84735801	1	99.68 m	0.6	0.0
38		Repl	Upper shutter bolt	11610199	12	109.92	0.0	0.0
39		Repl	Upper shutter retainer nut	11547582	3	25.95	0.0	0.0
40		Repl	Upper shutter lower bracket	84590764	1	25.53	0.0	0.0
41		Repl	Lower shutter	87830734	1	151.40 m	0.2	0.0
42		Repl	Lower shutter bolt	11547421	1	9.22	0.0	0.0
43		Repl	Lower shutter retainer nut	11548673	4	35.08	0.0	0.0
44		Repl	Lower baffle	84126427	1	44.55	0.0	0.0
45	FRONT LAMPS							
46		Repl	RT Headlamp assy	85149464	1	1,419.55	0.5	0.0
47			Aim headlamps		0	0.00	0.5	0.0
48		Repl	LT Headlamp assy	86788463	1	1,440.85	0.5	0.0
49		Repl	RT Harness	84367836	1	29.49	0.0	0.0
50		Repl	LT Harness	84367836	1	29.49	0.0	0.0
51	**	Repl	A/M CAPA RT Fog lamp	84513247	1	161.00	0.2	0.0
52			Aim fog lamps		0	0.00	0.5	0.0
53	**	Repl	A/M LT Fog lamp	84513246	1	161.46	0.2	0.0
54	RADIATOR SUPPORT							
55	**	Repl	A/M Radiator support w/fender structure (HSS)	84714653	1	2,067.00 s	14.9	6.7
56			Evacuate & recharge		0	0.00 m	1.4	0.0
57			Refrigerant recovery		0	0.00 m	0.4	0.0
58			Add for shutter		0	0.00 m	0.6	0.0
59		Repl	Upper reinf	84560245	1	102.42	0.0	0.0
60		Repl	RT H'lamp bracket	84622752	1	46.13	1.5	0.5
61			Overlap Minor Panel		0	0.00	0.0	-0.2
62		Repl	LT H'lamp bracket	85157651	1	40.12	1.5	0.5
63			Overlap Minor Panel		0	0.00	0.0	-0.2
64		Repl	Upper baffle	84126419	1	54.58	0.2	0.0
65		Repl	RT Side baffle	84126423	1	46.03	0.2	0.0
66		Repl	LT Side baffle	84126425	1	42.62	0.2	0.0
67		Repl	RT Side baffle clip	1605396	1	8.87	0.0	0.0
68		Repl	LT Side baffle clip	1605396	1	8.87	0.0	0.0
69		Repl	Lower baffle	84126421	1	58.00	0.2	0.0
70		Repl	Lower baffle clip	11589293	4	28.16	0.0	0.0
71	COOLING							
72	**	Repl	A/M Radiator	84565799	1	444.00 m	2.4	0.0
73		Repl	RT Radiator upper bracket	84082821	1	16.35	0.0	0.0
74		Repl	LT Radiator upper bracket	84082822	1	16.35	0.0	0.0
75		Repl	Fan blade	25919018	1	176.37 m	0.8	0.0
76		Repl	Clutch	84382012	1	317.18 m	Incl.	0.0
77		Repl	Rear shroud	85112067	1	171.83	0.0	0.0
78		Repl	Upper shroud	84654431	1	63.52 m	0.3	0.0

Preliminary Estimate

Customer: CITY OF PORTERVILLE

Job Number:

2022 GMC Sierra 2500 HD AT4 Crew Cab 172" WB 4WD 4D LONG 8-6.6L Gasoline Direct Injection WHITE

79	Repl	Lower shroud	85102617	1	28.81 m	0.2	0.0
80	Repl	Rear shroud upper bracket	84182182	1	32.22	0.0	0.0
81	Repl	Rear shroud lower bracket	84182181	1	40.20	0.0	0.0
82	Repl	Trans cooler	23395755	1	199.78 m	0.5	0.0
83	Repl	Pipe assy	85584364	1	75.56	0.0	0.0
84	AIR CONDITIONER & HEATER						
85	Repl	Condenser	85524339	1	268.49 m	1.6	0.0
86	HOOD						
87	Repl	Hood	84912496	1	990.00	1.5	3.2
88		Overlap Major Non-Adj. Panel		0	0.00	0.0	-0.2
89		Add for Clear Coat		0	0.00	0.0	0.6
90		Add for Underside(Complete)		0	0.00	0.0	1.6
91		Add for Clear Coat		0	0.00	0.0	0.3
92	Repl	RT Hinge	84687770	1	97.22	0.3	0.3
93		Add for Clear Coat		0	0.00	0.0	0.1
94	Repl	LT Hinge	84687769	1	97.22	0.3	0.3
95		Add for Clear Coat		0	0.00	0.0	0.1
96	Repl	Front w'strip	84769113	1	45.60	Incl.	0.0
97	Repl	Insulator retainer	20064875	6	34.92	0.0	0.0
98	Repl	Lock	84805446	1	82.40	0.3	0.0
99	Repl	Release lever	84182929	1	25.65	0.0	0.0
100	*	Repl Vent w/o functional vent black (GBA)	84802191	1	117.20	Incl.	<u>0.0</u>
101	Repl	Vent nut	11546454	4	36.20	0.0	0.0
102	Repl	Front molding black	84774164	1	211.08	0.5	0.0
103	Repl	Front molding mount bolt	11547420	1	9.05	0.0	0.0
104	Repl	Front molding retainer nut	11570654	1	8.27	0.0	0.0
105	Repl	Front molding nut	11546454	1	9.05	0.0	0.0
106	FENDER						
107	Repl	RT Fender	84581169	1	625.93	2.1	2.2
108		Overlap Major Adj. Panel		0	0.00	0.0	-0.4
109		Add for Clear Coat		0	0.00	0.0	0.4
110		Add for Edging		0	0.00	0.0	0.5
111		Add for Clear Coat		0	0.00	0.0	0.1
112	Repl	LT Fender	84581168	1	625.93	2.1	2.2
113		Overlap Major Adj. Panel		0	0.00	0.0	-0.4
114	*	Add for Clear Coat		0	0.00	0.0	0.4
115		Add for Edging		0	0.00	0.0	0.5
116		Add for Clear Coat		0	0.00	0.0	0.1
117	Repl	RT Upper bracket	84182596	1	20.33	0.1	0.0
118	Repl	LT Upper bracket	84182595	1	20.33	0.1	0.0
119	Repl	RT Lower bracket	84542126	1	32.43	0.1	0.0
120	Repl	LT Lower bracket	84542125	1	32.43	0.1	0.0
121	Repl	RT Front brace	84534510	1	11.58	0.1	0.0
122	Repl	LT Front brace	84534510	1	11.58	0.1	0.0

Preliminary Estimate

Customer: CITY OF PORTERVILLE

Job Number:

2022 GMC Sierra 2500 HD AT4 Crew Cab 172" WB 4WD 4D LONG 8-6.6L Gasoline Direct Injection WHITE

123	**	Repl	A/M RT Fender liner	86789521	1	88.00	Incl.	0.0
124	**	Repl	A/M LT Fender liner	86789520	1	88.00	Incl.	0.0
125		Repl	RT Fender liner front bracket	85587119	1	18.58	0.0	0.0
126		Repl	LT Fender liner front bracket	85587118	1	18.58	0.0	0.0
127		Repl	RT Nameplate nightrider chrome 6.6 liter gas	84586296	1	98.10	0.2	0.0
128		Repl	LT Nameplate nightrider chrome 6.6 liter gas	84586295	1	98.10	0.2	0.0
129		Repl	RT Wheel opng mldg	84848523	1	114.63	0.2	0.0
130		Repl	LT Wheel opng mldg	84848522	1	114.63	0.2	0.0
131	FRAME							
132		Repl	RT Bumper bracket	84608604	1	94.90	1.4	0.0
133		Repl	LT Bumper bracket	84608604	1	94.90	1.4	0.0
134		Repl	RT Tow hook red	84196516	1	88.83	0.2	0.0
135		Repl	LT Tow hook red	84196516	1	88.83	0.2	0.0
136		Repl	RT Tow hook bolt	11609609	2	14.40	0.0	0.0
137		Repl	LT Tow hook bolt	11609609	1	7.20	0.0	0.0
138	**	Repl	A/M CAPA Splash shield	84154539	1	21.00	0.2	0.0
139	FRONT DOOR							
140	*	Rpr	LT Outer panel		0	0.00	<u>1.0</u>	2.4
141			Overlap Major Adj. Panel		0	0.00	0.0	-0.4
142	*		Add for Clear Coat		0	0.00	0.0	0.4
143	#		DEDUCT FOR SPOT PAINT FULL CLEAR		1	0.00	0.0	-0.4
144	*	Blnd	RT Outer panel		0	0.00	0.0	<u>1.2</u>
145		R&I	RT Belt molding black, w/o AT4		0	0.00	0.3	0.0
146		R&I	LT Belt molding black, w/o AT4		0	0.00	0.3	0.0
147		Repl	RT Upper molding AT4	84938761	1	141.33	0.3	0.0
148		Repl	LT Upper molding AT4	84938760	1	137.22	0.3	0.0
149		Repl	RT Corner molding w/o Base, Pro	84692189	1	71.68	0.1	0.0
150		Repl	LT Corner molding w/o Base, Pro	84692188	1	71.68	0.1	0.0
151		Repl	RT Applique w/o Base, Pro	84987908	1	72.32	0.2	0.0
152		Repl	LT Applique w/o Base, Pro	84987907	1	73.40	0.2	0.0
153		R&I	RT R&I mirror		0	0.00	0.3	0.0
154		R&I	LT R&I mirror		0	0.00	0.3	0.0
155		R&I	RT Run w'strip		0	0.00	0.3	0.0
156		R&I	LT Run w'strip		0	0.00	0.3	0.0
157		R&I	RT Door glass GM		0	0.00	0.3	0.0
158		R&I	LT Door glass GM		0	0.00	0.3	0.0
159		R&I	RT Handle, outside w/passive entry body color		0	0.00	0.3	0.0
160		R&I	LT Handle, outside w/passive entry body color		0	0.00	0.3	0.0
161		R&I	RT R&I trim panel		0	0.00	0.4	0.0
162		R&I	LT R&I trim panel		0	0.00	0.4	0.0
163	RESTRAINT SYSTEMS							

Preliminary Estimate

Customer: CITY OF PORTERVILLE

Job Number:

2022 GMC Sierra 2500 HD AT4 Crew Cab 172" WB 4WD 4D LONG 8-6.6L Gasoline Direct Injection WHITE

164	Repl	Driver air bag w/o Denali black	85522843	1	879.25	m	Incl.	0.0
165		Air bag system diagnosis		0	0.00	m	0.5	0.0
166	Repl	Driver air bag bolt	11609585	1	7.20		0.0	0.0
167	Repl	Clockspring w/cruise control w/htd strng wheel	86773961	1	83.25	m	1.1	0.0
168	Repl	Angle sensor	13589991	1	105.60		0.0	0.0
169	Repl	Diagnostic unit	13524234	1	659.93	m	0.3	0.0
170	Repl	RT Ft impact sensor	13514077	1	261.38	m	0.3	0.0
171	Repl	LT Ft impact sensor	13514077	1	261.38	m	0.3	0.0
172	Repl	RT Side impact sens front door	13519412	1	180.25	m	0.3	0.0
173	Repl	LT Side impact sens front door	13519412	1	180.25	m	0.3	0.0
174	Repl	LT Outer belt assy black	84512905	1	199.92	m	0.3	0.0
175	Repl	LT Tensioner black	84937705	1	121.30	m	0.3	0.0
176	Repl	LT Outer buckle black	85117916	1	115.30		0.2	0.0
177	#	FRAME SET-UP		1	0.00		2.0 F	0.0
178	#	FRAME PULL		1	0.00		3.0 F	0.0
SUBTOTALS					20,139.60		62.1	27.4

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				20,139.60
Body Labor	57.1 hrs	@	\$ 70.00 /hr	3,997.00
Paint Labor	27.4 hrs	@	\$ 70.00 /hr	1,918.00
Frame Labor	5.0 hrs	@	\$ 75.00 /hr	375.00
Paint Supplies	27.4 hrs	@	\$ 40.00 /hr	1,096.00
Subtotal				27,525.60
Sales Tax	\$ 21,235.60	@	9.2500 %	1,964.29
Grand Total				29,489.89

MyPriceLink Estimate ID / Quote ID:

1187171733346459648 / 134084558

THIS DAMAGE IS BASED ON OUR INSPECTION AND DOES NOT COVER ANY ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED AFTER THE WORK IS OPENED UP. OCCASIONALLY AFTER THE WORK HAS STARTED, WORN OR DAMAGED PARTS ARE DISCOVERED WHICH ARE NOT EVIDENT ON FIRST INSPECTION.

Preliminary Estimate

Customer: CITY OF PORTERVILLE

Job Number:

2022 GMC Sierra 2500 HD AT4 Crew Cab 172" WB 4WD 4D LONG 8-6.6L Gasoline Direct Injection WHITE

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR1GG20, CCC Data Date 02/08/2024, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2024 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Preliminary Estimate

Customer: CITY OF PORTERVILLE

Job Number:

2022 GMC Sierra 2500 HD AT4 Crew Cab 172" WB 4WD 4D LONG 8-6.6L Gasoline Direct Injection WHITE

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
22	Keystone, Inc 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#GM1095228C A/M CAPA Lower panel Quote: 2387877169 Expires: 03/30/24	\$ 179.00
27	Keystone, Inc 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#GM1068228 A/M License bracket Quote: 2387878439 Expires: 03/30/24	\$ 34.00
29	LKQ Corp 2041 Navy Drive Stockton CA 95206 (800) 424-2002	#~317347983 USED bumper assy; painted +25% Bumper Assembly, Front AT4,4DR UNKNOWN,S#GM1210 Quote: 2390010094 Expires: 04/01/24	\$ 1,060.00
46	Liberty Chevrolet 2755 Auto Mall Dr. Selma CA 93662	#85149464 RT Headlamp assy Quote: 1770389016 Expires: 03/15/24	\$ 1,419.55
51	Keystone, Inc 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#GM2593331C A/M CAPA RT Fog lamp Quote: 2387888735 Expires: 03/30/24	\$ 161.00
53	Elite Euro Parts, Inc. 7955 HASKELL AVE #12 VAN NUYS CA 91406 (818) 387-8345	#84513246 A/M LT Fog lamp Quote: 1770389674 Expires: 02/21/24	\$ 161.46
55	Keystone, Inc 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#GM1225402 A/M Radiator support w/fender structure (HSS) Quote: 2387891545 Expires: 03/30/24	\$ 2,067.00
65	Liberty Chevrolet 2755 Auto Mall Dr. Selma CA 93662	#84126423 RT Side baffle Quote: 1770392076 Expires: 03/15/24	\$ 46.03
72	1-800-Radiator & A/C 1036 N. MARCIN STREET VISALIA CA 93291	#104358CS A/M Radiator Quote: 38690539	\$ 444.00

Preliminary Estimate

Customer: CITY OF PORTERVILLE

Job Number:

2022 GMC Sierra 2500 HD AT4 Crew Cab 172" WB 4WD 4D LONG 8-6.6L Gasoline Direct Injection WHITE

(559) 734-4004

Expires: 02/28/24

85	Liberty Chevrolet 2755 Auto Mall Dr. Selma CA 93662	#85524339 Condenser Quote: 1770396015 Expires: 03/15/24	\$ 268.49
87	Liberty Chevrolet 2755 Auto Mall Dr. Selma CA 93662	#84912496 Hood Quote: 1770398424 Expires: 03/15/24	\$ 990.00
107	Liberty Chevrolet 2755 Auto Mall Dr. Selma CA 93662	#84581169 RT Fender Quote: 1770400976 Expires: 03/15/24	\$ 625.93
123	Keystone, Inc 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#GM1249314 A/M RT Fender liner Quote: 2387913162 Expires: 03/30/24	\$ 88.00
124	Keystone, Inc 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#GM1248314 A/M LT Fender liner Quote: 2387913317 Expires: 03/30/24	\$ 88.00
137	Liberty Chevrolet 2755 Auto Mall Dr. Selma CA 93662	#11609609 LT Tow hook bolt Quote: 1770406540 Expires: 03/15/24	\$ 7.20
138	Keystone, Inc 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#GM1228175C A/M CAPA Splash shield Quote: 2387921592 Expires: 03/30/24	\$ 21.00



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160 North Broadway
Fresno, CA 93701-1592

Estimate

Customer No.: PORTERVILLEF

Quote No.: 14775

Phone: (559) 233-8818

(559) 268-8506

Quote To: **City of Porterville Fire Dept**

40 W Cleveland Ave
Accounts Payable
Porterville, CA 93257-0000

Ship To: **City of Porterville Fire Dept**

40 W Cleveland Ave
Porterville, CA 93257

Phone: (559) 782-7526

Fax:

Phone: (559) 782-7526

Email:

Date	Ship Via	F.O.B.	Terms	
03/05/24	Up-Flt Shop	Origin	Net 30	
Purchase Order Number		Sales Person		Expiration Date
		David Burchfield		04/04/24
Quantity Required	Item Number	Description	Unit Price	Amount

2022 GMC 2500HD 4X4
MARSHALLS REPAIR

1	ES100C	Federal Signal 100 watt Siren Speaker	274.00	274.00
1	ESB-U	Universal Siren Bracket for ES100 Siren	34.00	34.00
4	MPS652-RW	Fed Sig Micropulse Dual LED Red/White	135.00	540.00
		(GRILLE LIGHTS)		
1	358176301	Hella Black Magic Lightbar 20" SLim (MOUNTED ON FRONT END OF TRUCK)	164.47	164.47
1	MATERIALSFEE3	Installation Material Bundle	50.00	50.00
7.000	LAISREG	Shop Installation 2022 MARSHALLS REPAIR	160.00	1120.00

Subtotal	2182.47
Freight charges	30.00
Sales tax @ 8.35000%	88.72
Total	2301.19

We appreciate your continued patronage

Thank You



CITY COUNCIL AGENDA – APRIL 2, 2024

SUBJECT: Authorization for Replacement Printer/Copier/Scanner for the Engineering & Project Management Department

SOURCE: Engineering and Project Management

COMMENT: The Engineering & Project Management Department is requesting to lease an HP DesignJet XL 3600dr Multifunction Printer. The large format digital printer & scanner will be utilized for general and daily use of printing, scanning and making copies of large-scale design plans. The Engineering Division has recently ended their lease and contract for the prior printing equipment with Great America. At the end of the lease, the printer was having increased issues preventing staff from being able to make the necessary prints for projects as it constantly needed to be serviced.

The Engineering & Project Management Department staff contacted three (3) companies for quotes, which staff received two (2) quotes and one was unresponsive. The quotes are as follows:

C.A. Reding

\$317.17/Month. Model: RICOH MP W6700SP. Lease Term: 60mo. End of term close out costs will apply. The maintenance agreement covers only 500 linear ft and overage @.13 cents per linear foot. This also includes toner and service. It does not include paper. This particular brand/model was previously leased to the Engineering and Project Management Department. However, it required a number of service calls due to constant operation issues. Staff calculated an estimated volume of paper that would be printed for the department and calculated approximately \$680.00 after purchase of paper and potential extra maintenance.

California Surveying & Drafting Supply, Inc.

\$901.31/Month. Model: HP PageWide XL 4200 40-in Multifunction Printer with Top Stacker. Lease Term 60 mo. mandatory agreement. No associated close out costs. Unlimited paper & ink supply. Includes full maintenance & repairs.

California Surveying & Drafting Supply, Inc.

\$731.98/mo. Model: HP DesignJet XL 3600dr Multifunction Printer. Agreement may be terminated by either party not less than 90 days with a written notice. No associated close out costs. Unlimited paper & ink supply. Includes full maintenance & repairs.

CDW

No Response

After comparing printers from different suppliers, City staff has determined the HP DesignJet XL 3600dr Multifunction Printer to be the best fit for our printing needs. Staff is requesting to sign a 36-month contract in the amount of \$731.98 per month with supplier, California Surveying & Drafting Supply; the monthly price includes the leasing of the equipment, full maintenance & repairs and both the paper and ink supplies for the department's needs. While the term is for 36 months, it does offer either party the ability to terminate the contract with a 90-day notice.

Staff has found the specifications of the selected printer and the terms of the monthly lease to be acceptable. Funding for the lease of an HP DesignJet XL 3600dr Multifunction Printer is available in the Engineering and Project Management Department's budget.

RECOMMENDATION: That the City Council authorize the lease agreement of a printer/copier/scanner for the Engineering & Project Management Department from California Surveying & Drafting Supply, Inc. utilizing department budgeted funds in the amount of \$731.98 per month for the duration of the lease (up to 36 months).

ATTACHMENTS:

1. California Surveying & Drafting Supply, Inc. HP DesignJet XL3600 printer specs
2. California Surveying & Drafting, Inc HP PageWide XL4200 quote
3. C.A. Reding Ricoh MP W6700SP Quote

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager

**CITY OF PORTERVILLE
QUOTATION FORM**

Quotes must be received no later than 5:00 PM on September 20, 2023.

BIDDER HEREBY PROPOSES TO FURNISH TO THE CITY OF PORTERVILLE, FOR THE TOTAL PRICE LISTED, INCLUDING ALL APPLICABLE TAXES AND CHARGES, THE FOLLOWING EQUIPMENT:

Purchase Price: <u>\$16,532.88</u>	Lease Price: <u>\$670.00</u>
CA Sales Tax: <u>\$1,529.29</u>	CA Sales Tax: <u>\$61.98</u>
Delivery: <u>\$50.00</u>	Delivery: <u>N/A</u>
Total Price: <u>\$18,112.17</u>	Total Price: <u>\$731.98</u>
	Lease Term: <u>36 MONTHS</u>

Date of Quote: 09-19-23 LEASE INCLUDES FULL WARRANTY FOR TERM
FREE UNLIMITED PAPER & INK
3,750 SQ FT PER MONTH INCLUDED

Model and Description: HP DESIGNJET XL 3600DR

Warranty: LYR FROM DATE OF INSTALL FOR PURCHASE. WARRANTY IS FOR
TERM ON LEASE
Delivery: State Total Days ARO 20 DAYS - MAXIMUM

California Surveying & Drafting Supply, Inc.

Name of Firm

4733 Auburn Blvd.

Business Address

Sacramento

City

CA

State

95841

Zip

(916) 344-0232

Telephone



Authorized Signature

Tom Cardenas, President

Name (in Print)



CALIFORNIA SURVEYING
& DRAFTING SUPPLY

Account #:	
Term:	36

CSDS EZ PRINT CONTRACT

Customer Information

Comp: City Of Porterville
Address: 291 N Main Street
City Porterville
State CA
Zip 93257

Contact: Sarah Torres
Tel.: 559-782-7462
Email: storres@ci.porterville.ca.us
AP Email:

Equipment

Model: DesignJet XL3600dr PostScript Multifunction Printer - 36 inch
Options: Xtra roll N/A SmartStream (HP) No SmartTracker (HP) N/A

Monthly Charges		Overages					
Monthly Base	Total Vol.Allowance	Mono	Color	Mono lines	Color lines	Low Density	High Density
\$ 670.00	3750			0.10	0.10	0.10	0.20

Contract includes ink, paper, service, labor (and service travel within 50 miles of a branch) Initial here by customer _____

Mandatory

Meter Read Contact: Sarah Torres

Email: stores@ci.porterville.ca.us

Failure to supply meter reading within 7 business days will result in Cansel sending out a technician to retrieve the meter readings and this is billable under the terms of this agreement at \$175 per hour plus travel time of \$100 per hour. Installation of PrinterPoint software will assist in obtaining the meter readings remotely and hopefully avoid unnecessary delays or charges.

Installation Information

Install Date:		Installation address	Same	☐
Date Removed:		Street		
Installed by:		City		
Meter Read		State	Zip	
Eff. Date				
Renewal		Onsite Contact		

Terms and Conditions

- During the term of this Agreement, this Agreement may be terminated by either party upon delivery of not less than 90 days' written notice. Note: 90 day clause can only be exercised on Designjet Inkjet models. HP Designjet inkjet printers are a minimum 3 year term. Pagewidth are a minimum 5 year mandatory Agreements.
- All contracts will auto renew month to month at the end of the minimum term.
- A monthly base charge will be charged and will cover service, ink, and paper.
- The equipment described above (the "Equipment") shall remain the sole and exclusive property of CSDS. The initial delivery, installation, and set-up cost of the Equipment will be borne by CSDS. Delivery and set up to remote locations may be billed additionally to the Customer as determined by CSDS on case by case basis.
- During the term of this Agreement, CSDS will maintain the Equipment in good working order in accordance with the terms and conditions set forth.
- Meter readings will be collected and billed monthly or annually. Customer will designate a trained Equipment operator to perform key operator duties. This person shall be the liaison between CSDS and the Customer and shall disseminate information and training to other operators within the Customer's location.
- This Agreement will be governed by and construed according to the laws of the State of California and City of Sacramento.
- Customer agrees to provide meter readings to CSDS either by PrinterPoint Program or e-mail every month.
- All invoices are due and payable within 30 days of the invoice date. Interest of 18% will be charged on any overdue invoices.
- Failure to pay invoices over 60 days will be considered a breach of this Agreement
- Customer may choose to order speciality media to be billed separately

Initials: _____

11. Customer may choose to order specialty media to be billed separately.

12. The paper supplied by CSDS will be 20lb Bond. The width of rolls can be varied in consultation with CSDS. All media and toner/ink used in this Equipment must be supplied by CSDS. Freight is included in replenishing consumables. Customer will be given a contract number that must be used when requesting consumables in order to get said consumables at no charge.

13. CSDS may cancel this Agreement for breach by the Customer of any terms and conditions hereon, including non-payment, unauthorized media and toner/ink, unauthorized repairs and abuse of the Equipment, by written notice to the Customer 30 days in advance of the effective cancellation date.

14. Upon termination of this Agreement either by breach or cancellation, the Customer shall forfeit any and all payments made up to and including the month of the effective cancellation date. Immediately upon termination of this Agreement, the Customer shall return the Equipment to CSDS, and in the same condition, reasonable wear and tear excepted, as the Equipment was on the date of delivery or execution of this Agreement, whichever is later.

15. Customer agrees that CSDS will not be responsible for maintenance under this contract due to accident, misuse, abuse, neglect, theft, vandalism, electrical power failure, power quality, fire water, or other casualty damage or for repairs made necessary as a result of service by personnel other than CSDS personnel or CSDS authorized dealers, or use of unauthorized supplies or parts. Separate charges for repair or replacement due to the forgoing shall be borne by the Customer at CSDS's rates for service work and parts prices in effect at the time such services are performed.

16. Service will be provided during normal business hours (Mon-Fri, 8am to 5pm). Service at times other than normal hours for CSDS shall be furnished on the Customer's request on an "if available" basis at the "After Hours" rates for labor and travel in effect at the time such services are performed. Customer will be given a contract number that must be referenced when requesting a service call in order to get servicing at no charge.

17. Optional Equipment, accessories, software or optional upgrades will not be made available under this Agreement unless specially mentioned. Extra charges may be applicable for these.

18. Customer agrees not to move the Equipment from its original installation location. CSDS will charge for preparation and relocation of the Equipment. Customer is responsible for any damage caused by an unauthorized move.

19. Customer is responsible for insuring the Equipment against damage or loss due to any reason including: theft, fire, earthquake, flooding or other natural disasters.

20. Customer assumes liability for damage to the Equipment, excluding normal wear and tear.

21. Customer assumes all risk of loss arising from the usage of the Equipment.

22. We will strive to respond by phone within 30min to any service requests, Monday through Friday during normal business hours (8am to 5pm), weekends and holidays excluded. Furthermore we will strive to be onsite within 24hrs of our telephone response, subject to geography and parts availability on a case by case basis. Customer will be invoiced for service calls at a rate of \$120 per hour travel time (round trip) for sites outside of the 50 mile radius from the closest CSDS field office.

23. CSDS shall not be responsible for failure to render service due to causes beyond its control including but not limited to: work stoppages, fire, civil disobediences, riots, rebellions, acts of God and similar occurrences.

24. This Agreement shall constitute the entire Agreement between CSDS and the Customer with respect to its subject matter, irrespective of inconsistent or additional terms and conditions in the Customers purchase orders and any other document submitted to CSDS by the Customer or in representations made to CSDS personnel.

25. This Agreement is not assignable by the Customer and is not cancelable for reasons other than breach of contract.

26. As the sole and exclusive owner, CSDS retains all right, title, and interest in and to the Equipment and the Customer hereby acknowledges and agrees that it shall have no right, title, or interest in or to the Equipment except as set out in this Agreement. The Customer shall not alter, modify, improve, or add to the Equipment without the prior written consent of CSDS. To secure the performance of the Customer's obligations under this Agreement, the Customer hereby grants to CSDS a continuing security interest in and to the Equipment and all proceeds thereof, including without limitation, any and all insurance. The Customer hereby acknowledges and agrees that in addition to all rights as an owner under this Agreement, CSDS shall have any and all rights as a secured party under any applicable personal property security legislation and the regulations thereunder at law and in equity.

27. This Agreement may be signed in counterparts and by facsimile or .pdf email electronic transmission, and each such counterpart facsimile or .pdf email electronic transmission copy shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Taxes: All taxes extra where applicable

Agreed to:

Approved by:

Customer: City Of Porterville

California Surveying & Drafting Supply, Inc.

Name (print):

Name:

Signature:

Signature:

Title: _____

Title: _____

Date: _____

Date: _____

Internal Use

SAP Contract #:

Quote this contract # when ordering consumables and/or service
This number will be provided after contract is created

Initials: _____



HP DesignJet XL 3600 Multifunction Printer series

Experience a new standard with the most immediate and robust MFP in the market¹



Immediate results – fastest first page out¹

- Don't wait in front of your printer with the fastest first page out, in just 29 seconds.¹
- Free up your time with radically simple and fast batch PDF printing using HP Click software.³
- Quickly access your personal and group folders from the 15.6 inch touchscreen, so you can print and share right away.⁴
- Easily digitise your projects with automated scanning, user-centric quicksets, and post-editing capabilities.

A new standard – experience extreme reliability

- Built with the most robust design for demanding environments.¹
- Best fit for your office with up to 30% smaller footprint and the most quiet operation.⁵
- Flawless user experience thanks to automatic media loading and print stacking up to 100 pages.
- Get the lowest running costs, with mono and colour prints at the same price and using up to 10X less energy.¹

Secure – world's most secure large-format printer²

- Rely on the best network protection with features like HP Secure Boot and whitelisting.²
- Control who accesses the printer and its confidential documents with secure user authentication.
- Keep your fleet secure at any time with HP JetAdvantage Security Manager.

For more information, please visit <http://www.hp.com/go/designjetxl3600>

This printer is intended to work only with cartridges that have a new or reused HP chip, and it uses dynamic security measures to block cartridges using a non-HP chip. Periodic firmware updates will maintain the effectiveness of these measures and block cartridges that previously worked. A reused HP chip enables the use of reused, remanufactured, and refilled cartridges. More at: <http://www.hp.com/learn/ds>

¹ Based on comparable printers using LED technology and capable of printing 4-6 D/A1 pages per minute and which represent more than 70% of the share of low-volume LED printers in the US and Europe according to IDC as of November, 2018. Fastest first page out and up to 10 times less energy consumption based on internal HP testing for specific use scenarios. Operational costs based on low-volume LED technology under €17,000 in the market as of November, 2018. Operational costs consist of supplies and service costs. For testing criteria, see <http://www.hp.com/go/designjetxlclaims>.

² Requires purchase of the HP DesignJet XL 3600 Multifunction Printer series PostScript models or optional HP DesignJet PostScript/PDF Upgrade Kit.

³ Advanced embedded security features are based on HP review of 2019 published embedded security features of competitive printers, as of February 2019.

⁴ Using Lightweight Directory Access Protocol (LDAP).

⁵ 30% smaller footprint based on comparable printers using LED technology and capable of printing 4-6 D/A1 pages per minute and which represent more than 40% of the share of low-volume LED printers in Europe according to IDC as of November, 2018. Measure done considering operational footprint (with the media drawer open). Most quiet operation based on comparable printers using LED technology and capable of printing 4-6 D/A1 pages per minute and which represent more than 70% of the share of low-volume LED printers in the US and Europe according to IDC as of November, 2018. Most quiet according to internal HP testing of operation mode and ready/sound mode sound pressure (plain paper, line drawing, normal mode) compared to published specifications of competitive printers. For testing criteria, see <http://www.hp.com/go/designjetxlclaims>.

Technical specifications

Print	
First page out	29 sec ¹ ; Wake-up time less than 10 sec (no warm-up time)
Print speed	180 A1/hr 19.3 sec/A1 3 A1/min ²
Print resolution	Up to 2400 x 1200 optimized dpi
Technology	HP Thermal Inkjet
Ink types	Dye-based (C, G, M, pK, Y); pigment-based (mK)
Ink drop	6 pl (C, M, Y, G, pK); 9 pl (mK)
Printheads	1 (C, M, Y, G, mK, pK)
Line accuracy	±0.1% ³
Multifunction capabilities	
Scan speed	Scan: Up to 7.62 cm/sec (colour, 200 dpi), up to 25.4 cm/sec (greyscale, 200 dpi) Copy: Up to 15.24 cm/sec (colour, 200 dpi), up to 25.4 cm/sec (greyscale, 200 dpi)
Scan resolution	Up to 600 dpi
Technology	Sheetfed, CIS (Contact Image Sensor)
Scan format	JPEG, TIFF and multipage TIFF; PDF and multipage PDF ⁴
Scan destinations	USB, shared network folder, printer HDD, email
Maximum scan length	50 m (PDF), 12 m (TIFF), 8 m (JPEG) ⁵
Thickness	0.8 mm
Media	
Handling	Sheet feed, spindle-less drawers, automatic front-loading roll feed, smart roll switching ⁶ , integrated output stacker ⁷ , media bin, automatic horizontal cutter Scanner: straight-through scan paper path for sheet and cardboard originals
Roll size	279 to 914-mm width, up to 200-m length, 3-in core (default) or 2-in core (optional)
Sheet size	210 x 279 to 914 x 1219 mm
Standard sheets	A4, A3, A2, A1, A0
Grammage	60 to 328 g/m ²
Thickness	Up to 0.5 mm
Applications	Line drawings; Maps; Orthophotos; Presentations; Renderings
Memory	128 GB (file processing) ⁸
Hard disk	Standard, 500 GB (AES-256 encrypted)
Connectivity	
Interfaces	Gigabit Ethernet (1000Base-T), Wi-Fi (with optional Jetdirect accessory), supporting the following standards: TCP/IP, BootP/DHCP (IPv4 only), DHCPv6, TFTP (IPv4 only), SNMP (v1, v2c, v3), Apple Bonjour Compatible, WS Discovery, Embedded Web Server (HTTP, HTTPS), IPsec, SMTP (email), Raw IP printing (9100), LPD, IPP, WS print, NTLM v2, SMB3, SSL/TLS, 802.1X authentication (LEAP, PEAP, EAP-TLS), DFS
Native print languages	PostScript Printer: Adobe PostScript 3, Adobe PDF 1.7, HP-GL/2, HP-RTL, TIFF, JPEG, CALS G4 Non-PostScript Printer: HP-GL/2, HP-RTL, TIFF, JPEG, CALS G4
Print languages (optional)	Non-PostScript Printer: Adobe PostScript 3, Adobe PDF 1.7
Printing paths	Direct printing from USB flash drive, print from network shared folder, email printing, HP driver for Windows, HP Print Service for Android, Apple AirPrint driver for macOS and iOS, HP Print for Chrome OS, HP Click, HP Smart App for iOS and Android, HP SmartStream (optional)
Drivers	PostScript Printer: PostScript and PDF Windows drivers, raster drivers for Windows, AirPrint for macOS Non-PostScript Printer: Raster drivers for Windows, AirPrint for macOS
Security features	
HP Secure Boot, Whitelisting, TPM, Role Based Access Control, LDAP and Kerberos authentication, SNMPv3, HTTPS, Secure-IPP, IPsec/Firewall, Certificates management, 802.1X, TLS 1.0/1.1/1.2, HP Web Jetadmin compatible, HP JetAdvantage Security Manager compatible, Secure Disk erase (DoD 5220.22-M), Secure File erase, self-encrypting HDD, encrypted PIN printing, Syslog security logging	
Dimensions (w x d x h)	
Printer	1500 x 660 x 1310 mm
Shipping	1625 x 770 x 1260 mm
Weight	
Printer	Single-roll: 154 kg, dual-roll: 170 kg
Shipping	Single-roll: 203 kg, dual-roll: 220 kg
What's in the box	
HP DesignJet XL 3600 Multifunction Printer, printhead, introductory ink cartridges, scanner calibration sheet, 2-in hub right adapter kit, quick reference guide, setup poster, power cord	
HP Software and solutions	
HP Click ⁹ , HP mobile, ePrint and iOS/Android support plus the HP Smart app for mobile, HP Web Jetadmin, HP JetAdvantage Security Manager, HP SmartStream [®] (optional), HP SmartTracker (optional)	
Environmental ranges	
Operating temperature	5 to 35°C
Operating humidity	20 to 80% RH
Storage temperature	-25 to 55°C
Acoustics	
Sound pressure	42 dB(A) (operating), 32 dB(A) (idle), <19 dB(A) (sleep)
Sound power	5.9 B(A) (operating), 4.9 B(A) (idle), <3.7 B(A) (sleep)
Power	
Consumption	<120 W (printing + scanning); 40 W (ready); <14 W (sleep); 0.3 W (off)
Requirements	Input voltage (auto ranging) 100-240 V (±10%), 50/60 Hz (±3 Hz), 2 A

Certification	
Safety	USA and Canada (CSA certified); EU (LVD and EN 60950-1 compliant); Russia, Belarus, Kazakhstan (EAC); Ukraine (UA); Singapore (PSB); China (CCC); Argentina (IRAM); Mexico (NMXCE); India (BIS)
Electromagnetic	Compliant with Class A requirements, including: USA (FCC rules), Canada (ICES), EU (EMC Directive), Australia (ACMA), New Zealand (RSM), China (CCC), Japan (VCCI), Korea (KCC)
Environmental	ENERGY STAR [®] ; WEEE; RoHS (EU, China, Korea, India); REACH; EPEAT
Warranty	A versions: 90-day limited hardware warranty; H versions: Two-year limited hardware warranty

Ordering information

Product	
6KD23A	HP DesignJet XL 3600 36-in Multifunction Printer
6KD23H	HP DesignJet XL 3600 36-in Multifunction Printer
6KD25A	HP DesignJet XL 3600dr 36-in Multifunction Printer
6KD25H	HP DesignJet XL 3600dr 36-in Multifunction Printer
Accessories	
3NE9A	HP Jetdirect 31100w BLE/WFC/Wireless Accessory
5EX00A	HP HD Pro 2 42-in Scanner
6SE87A	HP DesignJet XL 3600 MFP Folder Upgrade Kit
7HC76A	HP DesignJet PostScript/PDF Upgrade Kit
8SF40A	HP F40 Folder
8SW00A	HP SmartStream USB Preflight Manager
8SW00AAE	HP SmartStream Preflight Manager
8SW02A	HP SmartStream Print Controller USB for HP XL 3000 Printer series
8SW02AAE	HP SmartStream Print Controller for HP XL 3000 Printer series
8SW12A	HP SmartTracker USB for HP XL 3000 Printer series
8SW12AAE	HP SmartTracker for HP XL 3000 Printer series
G6H50B	HP SD Pro 44-in Scanner
Original HP printing supplies	
B3P06A	HP 727 DesignJet Printhead
P2V89A	HP 766 300-ml Cyan DesignJet Ink Cartridge
P2V90A	HP 766 300-ml Magenta DesignJet Ink Cartridge
P2V91A	HP 766 300-ml Yellow DesignJet Ink Cartridge
P2V92A	HP 766 300-ml Matte Black DesignJet Ink Cartridge
P2V93A	HP 766 300-ml Gray DesignJet Ink Cartridge
P2V94A	HP 766 300-ml Photo Black DesignJet Ink Cartridge

Use Original HP inks and printheads, and HP large format printing materials, to experience consistent high quality and reliable performance that enable less downtime. These critical components are designed and engineered together as an optimized printing system, and Original HP inks are designed to maximize the life of HP printheads. Protect your HP printer investment by using Original HP inks for full HP warranty protection. For more information, visit hp.com/go/OriginalHPInks.

Original HP large format printing materials

C6810A HP Bright White Inkjet Paper (FSC[®]-certified)⁹ (recyclable)¹⁰ 914 mm x 914 m
C6980A HP Coated Paper (PEFC[®]-certified)⁹ (recyclable)¹⁰ 914 mm x 914 m
L5C60A HP Universal Heavyweight Coated Paper, 3-in Core (FSC[®]-certified)⁹ (recyclable)¹⁰ 914 mm x 914 m
D9R28A HP Everyday Matte Polypropylene, 3-in Core 914 mm x 61 mm
For the entire HP Large Format Printing Materials portfolio, please see HPLFMedia.com.

Service and Support

UCONBE HP 3 year Parts and Remote Support with Defective Media Retention
UCONBE HP 4 year Parts and Remote Support with Defective Media Retention
UCODE HP 5 year Parts and Remote Support with Defective Media Retention
UCOJ1PE HP 1 year Post Warranty Parts and Remote Support with Defective Media Retention
UCOJ2PE HP 2 year Post Warranty Parts and Remote Support with Defective Media Retention
UCOJ5E HP Installation Service with Network Setup

HP Support Services offer installation and extended support services (e.g. 2, 3, 4, and 5 years). For more information, please visit <http://www.hp.com/go/cpc>

ECO highlights

- Save paper with automatic print settings and image nesting
- ENERGY STAR[®] certified¹ and EPEAT[®] registered²
- Free, convenient HP ink cartridge recycling³
- FSC[®]-certified papers⁴, recyclable HP media; some HP media eligible for take-back program⁵

Please recycle printing hardware and eligible printing supplies and prints. Find out how at our website: <http://www.hp.com/ecosolutions>

¹ ENERGY STAR and the ENERGY STAR mark are registered trademarks owned by the U.S. Environmental Protection Agency.

² EPEAT[®] registered where applicable. EPEAT registration varies by country. See <http://www.epeat.net> for registration status by country.

³ Program availability varies. Please check <http://www.hp.com/recycle> for details.

⁴ BMG trademark license code FSC[®]-C115319, see <http://www.fsc.org>. HP trademark license code FSC[®]-C017543, see <http://www.fsc.org>. Not all FSC[®]-certified products are available in all regions. For information about HP large format printing materials, please visit <http://www.HPLFMedia.com>.

⁵ Recyclable HP papers can be recycled through commonly available recycling programs, or according to region-specific practices. Some HP media are eligible for return through the HP Large Format Media take-back program. Programs may not exist in your area. See <http://www.HPLFMedia.com/hp/ecosolutions> for details.

¹ For testing criteria, see <http://www.hp.com/go/designjetdxclaims>

² Mechanical printing time. Printed in Fast mode with Economode on, using HP Bright White Inkjet Paper (bond) and Original HP inks.

³ ±0.1% of the specified vector length or ±0.2 mm (whichever greater) at 23°C, 50-60% relative humidity, on A0 HP Matte Film in Best or Normal mode with Original HP inks.

⁴ Available on PostScript models only.

⁵ Scanned at 200 dpi. PDF scanning available on PostScript models only.

⁶ Applicable for dual-roll printers only.

⁷ From A4 to A0, with up to 100 A1-size capacity.

⁸ Based on 8 GB RAM.

⁹ BMG trademark license code FSC[®]-C115319, see <http://www.fsc.org>. HP trademark license code FSC[®]-C017543, see <http://www.fsc.org>. BMG trademark license code PEFC[®]/29-31-261, see <http://www.pefc.org>. HP trademark license code PEFC[®]/29-31-198, see <http://www.pefc.org>. Not all FSC[®]- or PEFC[®]-certified products are available in all regions.

¹⁰ Can be recycled through commonly available recycling programs.



**CITY OF PORTERVILLE
QUOTATION FORM**

Quotes must be received no later than 5:00 PM on September 20, 2023.

BIDDER HEREBY PROPOSES TO FURNISH TO THE CITY OF PORTERVILLE, FOR THE TOTAL PRICE LISTED, INCLUDING ALL APPLICABLE TAXES AND CHARGES, THE FOLLOWING EQUIPMENT:

Purchase Price: <u>\$28,217.32</u>	Lease Price: <u>\$825.00</u>
CA Sales Tax : <u>\$2,610.10</u>	CA Sales Tax : <u>\$76.31</u>
Delivery: <u>\$50.00</u>	Delivery: <u>N/A</u>
Total Price: <u>\$30,877.42</u>	Total Price: <u>\$901.31</u>

Lease Term: 60 MONTHS
LEASE INCLUDES FULL WARRANTY FOR TERM
FREE UNLIMITED PAPER & INK
Date of Quote: 09-19-23 \$3,750 SQ FT PER MONTH INCLUDED

Model and Description: HP PAGEWIDE XL4200
Warranty: 90 DAYS FOR PURCHASE + FOR TERM ON LEASE
Delivery: State Total Days ARO 20 DAYS- MAXIMUM

California Surveying & Drafting Supply, Inc.
Name of Firm

4733 Auburn Blvd.
Business Address

Sacramento
City

CA
State

95841
Zip


Authorized Signature
Tom Cardenas, President
Name (in Print)

(916) 344-0232
Telephone

CSDS EZ PRINT CONTRACT

Customer Information

Comp: City Of Porterville
Address: 291 N Main Street
City Porterville
State CA
Zip 93257

Contact: Sarah Torres
Tel.: 559-782-7462
Email: storres@ci.porterville.ca.us
AP Email:

Equipment

Model: PageWide XL4200 Multifunction Printer with Top Stacker - 40 inch
Options: Xtra roll N/A SmartStream (HP) No SmartTracker (HP) N/A
Ser.No.:

Monthly Charges		Overages					
Monthly Base	Total Vol.Allowance	Mono	Color	Mono lines	Color lines	Low Density	High Density
\$ 825.00	3750			0.08	0.08	0.10	0.20

Contract includes ink, paper, service, labor (and service travel within 50 miles of a branch) Initial here by customer _____

Mandatory

Meter Read Contact: Sarah Torres

Email: stores@ci.porterville.ca.us

Failure to supply meter reading within 7 business days will result in Cansel sending out a technician to retrieve the meter readings and this is billable under the terms of this agreement at \$175 per hour plus travel time of \$100 per hour. Installation of PrinterPoint software will assist in obtaining the meter readngs remotely and hopefully avoid unnecessary delays or charges.

Installation Information			
Install Date:		Installation address	Same ☐
Date Removed:		Street	
Installed by:		City	
Meter Read		State	Zip
Eff. Date			
Renewal		Onsite Contact	

Terms and Conditions

- During the term of this Agreement, this Agreement may be terminated by either party upon delivery of not less than 90 days' written notice. Note: 90 day clause can only be exercised on Designjet Inkjet models. HP Designjet inkjet printers are a minimum 3 year term. Pagewide are a minimum 5 year mandatory Agreements.
- All contracts will auto renew month to month at the end of the minimum term.
- A monthly base charge will be charged and will cover service, ink, and paper.
- The equipment described above (the "Equipment") shall remain the sole and exclusive property of CSDS. The initial delivery, installation, and set-up cost of the Equipment will be borne by CSDS. Delivery and set up to remote locations may be billed additionally to the Customer as determined by CSDS on case by case basis.
- During the term of this Agreement, CSDS will maintain the Equipment in good working order in accordance with the terms and conditions set forth.
- Meter readings will be collected and billed monthly or annually. Customer will designate a trained Equipment operator to perform key operator duties. This person shall be the liaison between CSDS and the Customer and shall disseminate information and training to other operators within the Customer's location.
- This Agreement will be governed by and construed according to the laws of the State of California and City of Sacramento.
- Customer agrees to provide meter readings to CSDS either by PrinterPoint Program or e-mail every month.
- All invoices are due and payable within 30 days of the invoice date. Interest of 18% will be charged on any overdue invoices.
- Failure to pay invoices over 60 days will be considered a breach of this Agreement
- Customer may choose to order speciality media to be billed separately

Initials: _____

11. Customer may choose to order specialty media to be billed separately.

12. The paper supplied by CSDS will be 20lb Bond. The width of rolls can be varied in consultation with CSDS. All media and toner/ink used in this Equipment must be supplied by CSDS. Freight is included in replenishing consumables. Customer will be given a contract number that must be used when requesting consumables in order to get said consumables at no charge.

13. CSDS may cancel this Agreement for breach by the Customer of any terms and conditions hereon, including non-payment, unauthorized media and toner/ink, unauthorized repairs and abuse of the Equipment, by written notice to the Customer 30 days in advance of the effective cancellation date.

14. Upon termination of this Agreement either by breach or cancellation, the Customer shall forfeit any and all payments made up to and including the month of the effective cancellation date. Immediately upon termination of this Agreement, the Customer shall return the Equipment to CSDS, and in the same condition, reasonable wear and tear excepted, as the Equipment was on the date of delivery or execution of this Agreement, whichever is later.

15. Customer agrees that CSDS will not be responsible for maintenance under this contract due to accident, misuse, abuse, neglect, theft, vandalism, electrical power failure, power quality, fire water, or other casualty damage or for repairs made necessary as a result of service by personnel other than CSDS personnel or CSDS authorized dealers, or use of unauthorized supplies or parts. Separate charges for repair or replacement due to the foregoing shall be borne by the Customer at CSDS's rates for service work and parts prices in effect at the time such services are performed.

16. Service will be provided during normal business hours (Mon-Fri, 8am to 5pm). Service at times other than normal hours for CSDS shall be furnished on the Customer's request on an "if available" basis at the "After Hours" rates for labor and travel in effect at the time such services are performed. Customer will be given a contract number that must be referenced when requesting a service call in order to get servicing at no charge.

17. Optional Equipment, accessories, software or optional upgrades will not be made available under this Agreement unless specially mentioned. Extra charges may be applicable for these.

18. Customer agrees not to move the Equipment from its original installation location. CSDS will charge for preparation and relocation of the Equipment. Customer is responsible for any damage caused by an unauthorized move.

19. Customer is responsible for insuring the Equipment against damage or loss due to any reason including: theft, fire, earthquake, flooding or other natural disasters.

20. Customer assumes liability for damage to the Equipment, excluding normal wear and tear.

21. Customer assumes all risk of loss arising from the usage of the Equipment.

22. We will strive to respond by phone within 30min to any service requests, Monday through Friday during normal business hours (8am to 5pm), weekends and holidays excluded. Furthermore we will strive to be onsite within 24hrs of our telephone response, subject to geography and parts availability on a case by case basis. Customer will be invoiced for service calls at a rate of \$120 per hour travel time (round trip) for sites outside of the 50 mile radius from the closest CSDS field office.

23. CSDS shall not be responsible for failure to render service due to causes beyond its control including but not limited to: work stoppages, fire, civil disobediences, riots, rebellions, acts of God and similar occurrences.

24. This Agreement shall constitute the entire Agreement between CSDS and the Customer with respect to its subject matter, irrespective of inconsistent or additional terms and conditions in the Customers purchase orders and any other document submitted to CSDS by the Customer or in representations made to CSDS personnel.

25. This Agreement is not assignable by the Customer and is not cancelable for reasons other than breach of contract.

26. As the sole and exclusive owner, CSDS retains all right, title, and interest in and to the Equipment and the Customer hereby acknowledges and agrees that it shall have no right, title, or interest in or to the Equipment except as set out in this Agreement. The Customer shall not alter, modify, improve, or add to the Equipment without the prior written consent of CSDS. To secure the performance of the Customer's obligations under this Agreement, the Customer hereby grants to CSDS a continuing security interest in and to the Equipment and all proceeds thereof, including without limitation, any and all insurance. The Customer hereby acknowledges and agrees that in addition to all rights as an owner under this Agreement, CSDS shall have any and all rights as a secured party under any applicable personal property security legislation and the regulations thereunder at law and in equity.

27. This Agreement may be signed in counterparts and by facsimile or .pdf email electronic transmission, and each such counterpart facsimile or .pdf email electronic transmission copy shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Taxes: All taxes extra where applicable

Agreed to:

Approved by:

Customer: City Of Porterville

California Surveying & Drafting Supply, Inc.

Name (print):

Name:

Signature:

Signature:

Title:

Title:

Date:

Date:

Internal Use

Quote this contract # when ordering consumables and/or service
This number will be provided after contract is created

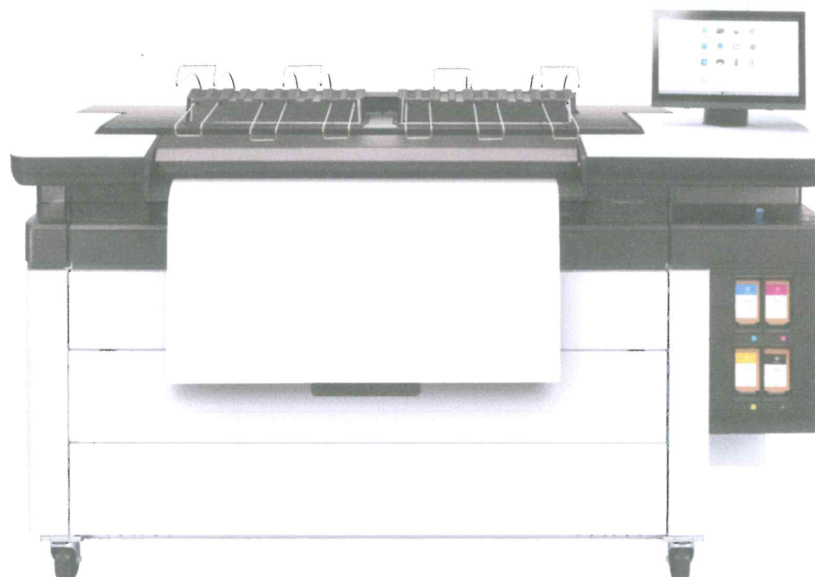
SAP Contract #:

Initials: _____



HP PageWide XL 4200 40-in Multifunction Printer with Top Stacker

Fast, seamless printing experience with the ultimate security¹



Fast mono and color print, keep cost under control

- Don't waste time waiting on prints—high-productivity monochrome and color speeds up to 10 D/A1 pages/min.²
- Excellent technical prints with HP PageWide XL pigment inks—vivid color, crisp lines, fine detail beat LED.³
- Save with low running costs in mono and color⁴ and with up to 10 times lower energy consumption.⁵
- Eco-Carton replaces plastic cartridge—80% reduction in plastic and 66% CO2e reduction⁶, free take back.⁷

Enhanced print/scan/copy for extreme simplicity⁸

- Easy printing and workflow efficiency with HP Click, HP SmartStream software; HP SmartTracker cost control.
- The market's largest 15-inch touchscreen⁹ makes it easy to operate from the front and the back.
- Scan on the fly, gain agile digitalization with live scan preview and contextual post-edit capabilities.⁸
- Easy collaboration—access personal/network group folders at touchscreen; print, save, and share right away.

World's most secure large-format printer¹

- Best network protection with HP Connection Inspector dynamic security, HP Secure Boot, and Whitelisting.¹
- Keep your fleet secure and set security preferences—any time—with HP Jet Advantage Security Manager software.
- Control who accesses the printer and its confidential documents with secure user authentication.

For more information, please visit <http://www.hp.com/go/pagewidexl4200>

This printer is intended to work only with cartridges that have a new or reused HP chip, and it uses dynamic security measures to block cartridges using a non-HP chip. Periodic firmware updates will maintain the effectiveness of these measures and block cartridges that previously worked. A reused HP chip enables the use of reused, remanufactured, and refilled cartridges. More at: <http://www.hp.com/learn/ds>

¹ Based on comparison of published security specifications commissioned by HP and performed by Sogeti in September, 2020. Comparison of the HP PageWide XL portfolio and competitors that represent the majority market share of LED and UV-gel printers worldwide as of 2019 according to IDC. Comparison matrix and further details available upon request.

² The HP PageWide XL 4200 Printer series delivers 10 CAD output D/A1 prints in 1 minute. Number of pages will vary depending on the print mode and application printed.

³ Based on testing commissioned by HP and performed by Sogeti in September, 2020. Fine detail based on the number of line breaks found in 1.5 mm of line. On vertical 1 px C,M,Y,K lines. Printed on Océ 75 g plain paper using equivalent fast/high-speed print modes. For output produced with an HP PageWide XL 8200 Printer and comparable printers from different manufacturers and that represent the majority market share of LED and UV-gel printers worldwide as of 2019 according to IDC.

⁴ Calculation based on total cost of ownership comparison of comparable competitive printer, considering average printhead life. Results show maintenance costs reduced by 50% when printing technical drawings. Analysis period of 5 years and assuming a production of 10763.91 ft²/month with a printing category distribution of: 80% lines, 20% high-density images. Testing commissioned by HP and performed by Sogeti in September, 2020.

⁵ Based on tests performed internally by HP based on ISO 20690 and performed in September, 2020. Comparable printers using LED technology based on LED printers capable of printing 4-6 D/A1 pages per minute and which represent the majority market share of mid-volume LED printers in the US and Europe according to IDC as of October, 2020.

⁶ Based on 1-liter cartridge, figures might be slightly different for 500-ml cartridge. CO2e reduction based on moving from plastic ink cartridge to cardboard HP Eco-Carton ink cartridge, with annual manufacturing savings of 36 tons and transport savings of 1 ton. Equivalent to 147,755 km (91,811 miles) driven by an average passenger vehicle or 4,718,692 smartphones charged.

⁷ For take-back of ink bag/printheads/prints, visit <http://www.hp.com/recycle> to see how to participate and for HP Planet Partners program availability; program may not be available in your jurisdiction. Where this program is not available, and for other consumables not included in the program, consult your local waste authorities on appropriate disposal.

⁸ Multifunction capabilities are available on the HP PageWide XL 4200 Multifunction Printer only.

⁹ Based on comparison of published front panel specifications commissioned by HP and performed by Sogeti in September, 2020. Comparison of the HP PageWide XL portfolio and competitors that represent the majority market share of LED and UV-gel printers worldwide as of 2019 according to IDC.

Technical specifications

General	
Description	Large-format color MFP
Technology	HP PageWide Technology
Applications	Line drawings; Maps; Orthophotos; Posters
Ink types	Pigment-based (C, M, Y, K)
Ink cartridges	4 (C, M, Y, K)
Cartridge size	500 ml
Printheads	8 (C, M, Y, K)
Average printhead life	32 L
Printhead warranty	12 months from the date of installation, or 10 L, or until the Warranty Ends date printed on the packaging, whichever comes first
Print resolution	1200 x 1200 dpi
Minimum line width	0.0008 in (HP-GL/2 addressable)
Line accuracy	±0.1% ¹
Print speed	
Technical documents (from roll)	Up to 550 ANSI D pages/hr, 10 ANSI D pages/min (800 ANSI D pages/hr, 15 ANSI D pages/min with optional speed upgrade)
Warm-up time	No warm up
First page out	22 sec (from USB)
Media	
Media rolls	2 rolls default with auto-switching, expandable to 4 rolls
Roll size	11 to 40 in
Maximum roll diameter	Up to 7 in
Roll core diameter	3 in
Grammage	19 to 53 lb
Media thickness	Up to 15.7 mil
Media types	Bond and recycled papers, poster papers, polypropylene, Tyvek papers, matte film
Media output (standard)	Top stacker (up to 100-page capacity)
Scanner	
Description	36-in (91-cm) CIS scanner
Speed	Color: up to 6 in/sec Grayscale: up to 10 in/sec
Optical resolution	1200 dpi
Scan width	Up to 36 in
Original thickness	0.01 in
Maximum copy length	374.5 in
Maximum scan length	164 ft (PDF), 39 ft (TIFF), 26 ft (JPEG) ²
Scan format	JPG, TIFF, multi-TIFF, PDF, PDF/A, multi-PDF, multi-PDFA
Scan features	Live preview, scan quicksets, smart background removal, black enhancement, automatic de-skew, reduce scan speed, post-edit settings (contrast, brightness, rotation, cropping and skew)
Scan destination	Printer storage, USB drive, network folder (SMB), My home folder, scan to email, scan to HP SmartStream software
Embedded controller	
Processor	Intel Celeron
Memory	8 GB DDR4
Hard drive	1 x 500 GB HDD, self-encrypted with AES-256
Native print languages	HP-GL/2, TIFF, JPEG, Adobe PostScript 3, Adobe PDF 1.7
Remote management	HP Partner Link, HP Embedded Web Server, HP Web Jetadmin, PrintOS
Connectivity	
Interfaces	Gigabit Ethernet (1000Base-T), USB 2.0 host
Printing paths	HP SmartStream software (optional), HP Click printing software, HP PageWide XL print drivers (PDF, HP-GL/2, and PCL3), Apple AirPrint
User interface	
User interface	15.6-inch (396-mm) TFT (LED backlight) 16:9-format HD capacitive touchscreen

Dimensions (W x D x H)	
Printer	77 x 30.9 x 55.7 in
Shipping	88.9 x 40.9 x 62.1 in
Weight	
Printer	996 lb
Shipping	1368 lb
Environmental	
Operating temperature	41 to 104°F
Operating humidity	20 to 80% RH, depending on media type
Acoustics	
Sound pressure	≤58 dB(A) (operating), ≤36 dB(A) (idle), ≤20 dB(A) (sleep)
Sound power	≤7.6 B(A) (operating), ≤5.5 B(A) (idle), ≤3.5 B(A) (sleep)
Power	
Consumption	0.27 kW (typical); 0.7 kW (max printing); 95 W (ready); <16 W (sleep)
Requirements	Input voltage (auto ranging) 100–127/200–240 V (±10%), 50/60 Hz (±3 Hz), 7/3.5 A
Certification	
Safety	IEC 60950-1+A1+A2 and IEC 62368-1 2nd ed. compliant; USA and Canada (CSA listed); EU (LVD and EN 60950-1 and 62368-1 compliant); Russia, Belarus, and Kazakhstan (EAC); China (CCC)
Electromagnetic	Compliant with Class A requirements, including: USA (FCC rules), Canada (ICES), EU (EMC Directive), Australia and New Zealand (RCM), Japan (VCCI), Korea (KC)
Environmental	ENERGY STAR, EPEAT Registered, UL 2801 ECOLOGO, CE marking (including RoHS, WEEE, REACH), In compliance with WW RoHS materials restriction requirements in China, Korea, India, Vietnam, Turkey, Serbia, and Ukraine
Warranty	90 days

Ordering information

Product	
4WV13A	HP PageWide XL 4200 40-in Multifunction Printer with Top Stacker
Accessories	
2NH46AAE	HP SmartStream Document Organizer Module
2NH47AAE	HP SmartStream Pixel Analysis Module
5EK00A	HP HD Pro 2 42-in Scanner
5EK01A	HP SD Pro 2 44-in Scanner
5EK01D	HP SD Pro 2 44-in Scanner
8S802A	HP PageWide XL Drawer
8SW00A	HP SmartStream USB Preflight Manager
8SW00AAE	HP SmartStream Preflight Manager
8SW03A	HP SmartStream Print Controller USB for HP PageWide XL 4000 Printer series
8SW03AAE	HP SmartStream Print Controller for HP PageWide XL 4000 Printer series
8SW13A	HP SmartTracker USB for HP PageWide XL 4000 Printer series
8SW13AAE	HP SmartTracker for HP PageWide XL 4000 Printer series
Original HP printing supplies	
3ED83A	HP 865 500-ml Magenta PageWide XL Ink Cartridge
3ED84A	HP 865 500-ml Yellow PageWide XL Ink Cartridge
3ED85A	HP 865 500-ml Cyan PageWide XL Ink Cartridge
3ED86A	HP 864 500-ml Black PageWide XL Ink Cartridge
3WW73A	HP 874/876 PageWide XL Cleaning Container
3WW99A	HP 841/874/876 PageWide XL Maintenance Cartridge
C1Q19A	HP 841/874 PageWide XL Printhead
Original HP large format printing materials	
HP Universal Bond Paper, 3-in Core (FSC® certified) ³ (recyclable) ⁴	
HP Production Matte Poster Paper, 3-in Core (FSC® certified) ³ (recyclable) ⁴	
HP Production Satin Poster Paper, 3-in Core (FSC® certified) ³ (recyclable) ⁴	
HP Universal Heavyweight Coated Paper, 3-in Core (FSC® certified) ³ (recyclable) ⁴	
HP Matte Polypropylene, 3-in Core	
For the entire HP Large Format Printing Materials portfolio, please see HPLFMedia.com .	

¹ ±0.1% of the specified vector length or ±0.2 mm (whichever greater) at 23°C (73°F), 50–60% relative humidity, on A0/E printing material in Best or Normal mode with HP Matte Polypropylene and HP PageWide XL pigment ink.

² Scanned at 200 dpi. PDF scanning available on PostScript models only.

³ BMG trademark license code FSC®-C115319, see <http://www.fsc.org>. HP trademark license code FSC®-C017543, see <http://www.fsc.org>. Not all FSC®-certified products are available in all regions. For information about HP large format printing materials, please visit <http://www.HPLFMedia.com>.

⁴ Can be recycled through commonly available recycling programs.



**CITY OF PORTERVILLE
QUOTATION FORM**

Quotes must be received no later than 5:00 PM on September 20, 2023.

BIDDER HEREBY PROPOSES TO FURNISH TO THE CITY OF PORTERVILLE, FOR THE TOTAL PRICE LISTED, INCLUDING ALL APPLICABLE TAXES AND CHARGES, THE FOLLOWING EQUIPMENT:

Purchase Price: <u>10603.15</u>	Lease Price: <u>230.82\$ +*65\$</u>
CA Sales Tax : <u>980.79</u>	CA Sales Tax : <u>21.35</u>
Delivery: <u>300</u>	Delivery: <u>--</u>
Total Price: <u>11883.94</u>	Total Price: <u>317.17</u>
	Lease Term: <u>60mo.</u>

Date of Quote: 9/7/2023

Model and Description: MPW 6700SP

Warranty: M*Maintainance agreement covers 500 linear ft. and machine maintainance

Delivery: State Total Days ARO 10-15 business days

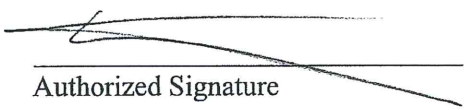
C.A. Reding
Name of Firm

2809 unicorn rd suite 100
Business Address

Bakersfield
City

CA
State

93308
Zip


Authorized Signature

Brandon ambriz
Name (in Print)

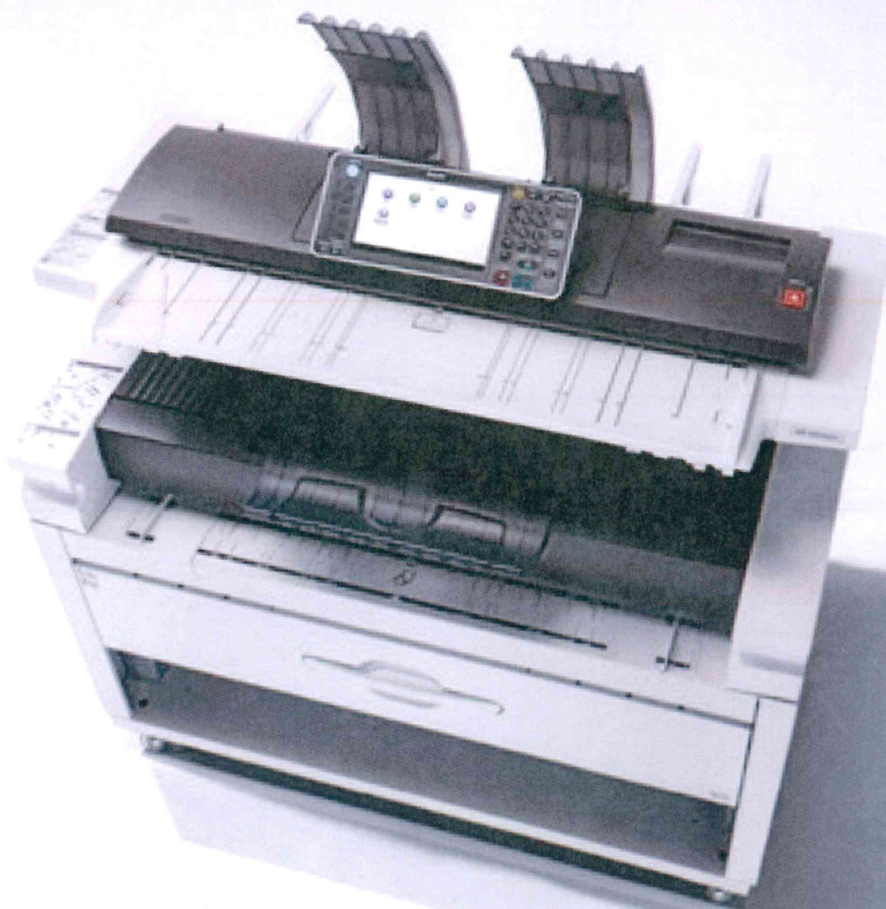
661.397.4081
Telephone

Wide Format Digital Imaging System

RICOH MP W6700SP

☒ Printer ☒ Copier ☐ Facsimile ☒ Scanner

RICOH
imagine. change.



MP W6700SP

6.7
ppm monochrome

RICOH MP W6700SP

SYSTEM SPECIFICATIONS



General Specifications

Configuration	Console
Copy/Printing Process	Electro-photographic printing
Paper Source	2-roll paper feeder
Warm-Up Time	Less than 120 Seconds
First Copy	19 seconds (D-size)
Copying Speed	6.7 ppm (D-size)
Resolution	600 dpi x 600 dpi
Grayscale Scanning	256 levels
Grayscale Printing	2 levels
Reduction/Enlargement	18 presets; 25% to 400% by 0.1% increments
Zoom	25% to 400% by 0.1% increments
Multiple Copies	1 to 99 (ten key input)
Cutting Method	Synchronized, preset size, variable
Memory Capacity	2.5 GB
Hard Disk Drive	320 GB (shared with copier/printer/scanner)
Original Feed	Sheet
Original Set Position	Center
Original/Copy/Scan Size	Minimum: 8.27" x 8.27" (210 mm x 210 mm) Maximum: 36" x 590.55" (914.4 mm x 15,000 mm)
Original Paper Weight	14 – 28 lbs.
Output Paper Weight	52.3 – 110 gsm (Paper Roll)
Maximum Thickness	.04" (1 mm)
Original Exits	2 Ways: Original Rear Exit (straight through) / Original Upper Exit
Copy Exits	Front: 99 sheets (Plain Paper D-size LEF) Back: 10 sheets (Plain Paper E-size LEF)
Power Source	120 V, 20A (max), 60 Hz
Max Power Consumption	1.44 kW per hour
Dimensions (WxDxH)	49.2" x 29.7" x 47.8" (1,250 x 755 x 1,215 mm)
Weight	507 lbs. (230 kg)

Copier Features

Copy Modes (Text mode, Text/Photo mode, Photo mode, Drawing mode, Generation Text mode, Generation Photo mode, Pasted Original mode, Background Line mode, Highlighter mode), Auto Paper Select (APS), Auto Replace/Enlargement, User Auto Reduce/Enlargement, Preset Reduce/Enlargement, Zoom, Size Magnification, Directional Magnification (percent and mm/inch), Fine Magnification, Image Overlay, Format Overlay, Negative/Positive, Mirroring, Double Copy, Repeat Copy, Image Shift - Front/Rear/Left/Right (0 to +/- 200 mm by 1 mm steps), Preset Stamps, User Preset Stamps, Data Stamps, Page Stamps

Printer Specifications

Controller Board	Embedded
CPU	Calpella 1.06 GHz
Print Speed	6.7 ppm D-size, 3.3 ppm E-size
Print Resolution	Up to 600 dpi
Print Drivers	Adobe® PostScript3, HDI (AutoCad)
Supported File Formats	HP-GL, HP-GL2, HP-RTL, TIFF, CALS, JPEG, PostScript, PDF, MS Office®, DWG/DWF
Font	European 136 fonts (P33)
Network Interface	Standard: Ethernet 10/100BASE-TX Optional: Wireless LAN IEEE 802.11a/g/n TCP/IP, UDP/IP, ICMP/IP
Network Protocol	Windows XP/Vista/7/8/8.1/2003 Server/2008 Server/2008R2 Server/2012 Server/2012R2 Server, Mac OS (10.7 or later)
Supported OS	Print from USB/SD (JPEG/TIFF/PDF)
Media-to-Print	Auto Paper Select, Pen Setting, Media Selection, Stamp Setting, Roll Select, Language Setting, Set-up Launcher, Output Tray Select, Online Help Menu, Multiple Print Sets, Combine Images, Locked Print
Printer Features	Document Server, Sample Print, Remote Print via Internet, Magnification, Mirror Setting, Border Setting, Set X and Y Axis, Transparency Mode, Delete After Printing, Engine Status Monitor, Encryption, PDF Batch Print
Supported Languages	English, Brazilian Portuguese, Danish, Dutch, Finnish, French, German, Italian, Japanese, Korean, Norwegian, Polish, Romanian, Russian, Simplified Chinese, Spanish, Swedish, Traditional Chinese, Turkish

Scanner Specifications

Controller Board	Embedded
Color Scan	Standard
Scan-to-Multimedia	Standard
Media-to-Print	Standard
Scan Speed	Color: 26.7 mm/s or 1.05 ips Monochrome: 80 mm/s or 3.15 ips
Scan Resolution	Up to 600 dpi; TWAIN: Up to 1200 dpi
Scan Mode	Color: Text/Photo mode, Photo Monochrome: Drawing mode (Default, Text mode, Text/Photo mode, Text/Drawing mode, Photo mode, Gray scale)
Scan Detection	Auto, Preset Paper Size, Custom
Scan Protocol	Network: TCP/IP Sending Email: SMTP AUTH, POP before SMTP Scan-to-Folder: SMB, FTP, NCP

Image Density Edit Scanner Features

9 levels of lighter to darker
Erase Border, Positive/Negative, Mirror Image
Scan-to-Email (SMTP), Scan-to-Folder (SMB, FTP), Scan-to-URL, Scan-to-USB/SD, Network TWAIN, Scan-to-NCP, Scan-to-Document Server
Full View: 18" x 24"; Section Preview: 36" x 48"

Preview

File Formats

Multi page TIFF, Single page TIFF, Multi page PDF, Single page PDF, Single page JPEG, High Compression PDF, PDF/A

Scanner Features

Scan-to Email/Folder/URL/NCP/Document Server and Media: USB & SD Card; Network TWAIN Scan; Preview before Transmission; Auto File Naming & Setting; Simultaneous Transmission

External Options

Roll Holder Unit Type A 2 holders, max roll diameter 3" core
Multi Stacker Type 7140
Rear Stacker Type 7140
Original Hanger
Original Tray Type G

Note: Cannot configure Paper Cassette Unit and Roll Unit simultaneously

Internal Options

SD Card for NetWare Print, OCR Unit, Browser Unit, Wireless LAN (IEEE 802.11a/g/n), Zoffy (CC Certification), DataOverwriteSecurity Unit, SD Card for Network Printing

Print Utility Options

PrintCopy Tool
DWG Option Type D
Upgrade Kit for DWG Option Type D

Security Options

Authentication, Hard Disk Drive Data Encryption, S/MIME for Scan-to-Email, IPsec Communication, Address Book Encryption, SSL Communication, NSMPv3 Support, Encryption of PDF Password (for printing secure PDF), Unauthorized Copy Control, Network Protocol On/Off, DataOverwriteSecurity Unit (option)

Consumables

Toner Type 1160W

For maximum performance and yield, we recommend using genuine Ricoh parts and supplies.

Specifications are subject to change without notice.

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imagine. change.

www.ricoh-usa.com

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R3623-C



CITY COUNCIL AGENDA – APRIL 2, 2024

SUBJECT: State of California Department of Transportation Delegated Maintenance Agreement Amendment

SOURCE: Community Development

COMMENT: On February 15, 2022, the City Council approved the State of California Department of Transportation Delegated Maintenance Agreement No. 06MTC0543200 for the purpose of establishing the Litter Abatement program to beautify the City of Porterville by cleaning up debris along State Route 65 and State Route 190 within the city limits, as well as on off ramps and other transportation public rights of way near the state routes where litter accumulates.

The City is in receipt of an amendment to the Delegated Maintenance Agreement where Caltrans Headquarters Division of Maintenance has authorized an additional \$50,000.00 in Clean California funds for FY 2023/2024 for litter pickup to be expended on the aforementioned state routes. The letter is attached for the Council's reference.

The current agreement allows the City to provide a formal written acceptance adding the March 22, 2024, letter to Exhibit A of the Agreement, having it supersede any conflict provisions of the Agreement or Exhibit A.

Staff is requesting that City Council consider approving the amendment to the Delegated Maintenance Agreement with the State of California Department of Transportation and authorize staff to submit a letter of acceptance of the amended agreement that allocates an additional \$50,000 for the Litter Abatement Program.

RECOMMENDATION: That the City Council:

1. Approve the State of California Department of Transportation Delegated Maintenance Agreement Amendment; and
2. Authorize staff to submit a letter of acceptance of the amended agreement that allocates an additional \$50,000 for the Litter Abatement program from the State Department of Transportation; and
3. Authorize the Mayor and City Manager to execute all necessary documents.

ATTACHMENTS:

1. Executed Agreement - 06MTC0543200
2. March 22, 2023 Letter for Amendment to Executed

- Agreement - 06MTC0543200
3. Draft Acceptance Letter

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Acting Community Development Director

Final Approver: Patrice Hildreth, City Manager

**DELEGATED MAINTENANCE AGREEMENT
WITH THE CITY OF PORTERVILLE**

This DELEGATED MAINTENANCE AGREEMENT ("AGREEMENT") is made by and between the State of California, acting by and through the Department of Transportation ("STATE") and the City of Porterville ("LOCAL AGENCY"); each may be referred to individually as a "PARTY" and jointly as "PARTIES."

RECITALS

1. This AGREEMENT will identify the specific maintenance functions LOCAL AGENCY will perform in the STATE right of way, including highway and freeway areas situated within LOCAL AGENCY's jurisdictional limits as authorized under Streets and Highways Code Section 114 & 130.

OPERATIVE PROVISIONS

1. **Maintenance Standards.** LOCAL AGENCY shall perform all maintenance in compliance with the standards set forth in Streets and Highways Code Section 27, and in accordance with California and federal laws and regulations and STATE policies, procedures and specifications in effect and as amended, and applicable municipal ordinances.
2. **Maintenance Areas and Services.** LOCAL AGENCY shall only perform those maintenance services in the STATE right of way locations described in Exhibit A and listed in Exhibit B. Notwithstanding the above, LOCAL AGENCY shall not perform any work in areas considered to be bordered by high speed traffic unless such areas are specifically protected by a concrete barrier or sound wall.
 - 2.1. **Amendment to Agreement.** Changes to LOCAL AGENCY's maintenance services covered in this AGREEMENT may be made by each PARTY executing amended Exhibits A and B and/or executing additional pages to Exhibits A and B that shall be attached to this AGREEMENT and will supersede the original Exhibits A and B. Otherwise, this AGREEMENT may only be amended by a written agreement executed by both PARTIES. Amendment to Exhibits or the AGREEMENT has to be signed by duly authorized personnel of their respective agencies. District 06 Deputy Director of Maintenance is duly authorized personnel for CALTRANS. Jason Ridenour is duly authorized personnel for LOCAL AGENCY.
3. **Party Representatives and Notices.**

LOCAL AGENCY's Project Manager is: Jason Ridenour
STATE's DMAC is: ELAINE TINAYERO

All notices, document submittals and invoices required under this AGREEMENT shall be deemed to have been fully given when made in writing and received by the PARTIES at their respective addresses as follows:

LOCAL AGENCY

Attn: Name of Project Manager: Jason Ridenour
Address: 291 N Main St
City, Zip: Porterville CA 93257

STATE

Attn: Name of DMAC: ELAINE TINAJERO
Address: 1352 W. OLIVE AVENUE, MS 12
City, Zip: Fresno, CA 93728

4. Excluded Maintenance Activities.

- 4.1 **Unsheltered Encampment Relocation.** LOCAL AGENCY shall not engage in any activities to relocate any persons experiencing homelessness who are situated within STATE Right of Way. LOCAL AGENCY shall comply with the processes and procedures set forth in STATE's "Interim Guidance on Encampments, Prioritizing and Addressing Encampments on Caltrans-owned Property," dated July 2021, and as may be amended during the term of this AGREEMENT (Interim Guidance).
- 4.2 **Abandoned Encampments.** If LOCAL AGENCY encounters abandoned homeless encampments at or within STATE Right of Way, LOCAL AGENCY shall comply with the processes and procedures set forth in STATE's Interim Guidance, including but not limited to coordination with STATE and the local California Highway Patrol.
- 4.3 **Hazardous Material Clean up.** LOCAL AGENCY shall not engage in any hazardous material clean-up activities. If LOCAL AGENCY encounters any hazardous materials, including but not limited to bloodborne pathogens, biological waste, feces, syringes, needles, sharp objects or unknown substances during maintenance services performed under this AGREEMENT, LOCAL AGENCY shall immediately contact STATE's District Hazardous Material manager for appropriate action.

- 4.4 **Weed Abatement.** LOCAL AGENCY shall not perform any weed abatement, remove overgrown brush, trees, grass, and limbs or conduct any spraying, grading, mowing or discing for any maintenance services within STATE Right of Way.
5. **Maintenance Service Schedule.** LOCAL AGENCY shall provide STATE's District 06 Area Maintenance Supervisor, Joseph Burkey and Superintendent, Kip Nail, at least twenty-four (24) hours prior telephone or email notice before performing any maintenance services under this AGREEMENT. Their email and phone number are: Joseph.Burkey@Dot.Ca.Gov (661) 301-0834 and Kip.Nail@Dot.Ca.Gov (559) 786-0102. LOCAL AGENCY shall provide the DMAC identified in this AGREEMENT with a litter, debris and graffiti removal schedule. Maintenance services shall be provided at a minimum, monthly basis. Maintenance services shall be performed between the hours of 6:00 am and 6:00 pm and may be performed on weekends and holidays if necessary. LOCAL AGENCY must request through the DMAC prior written approval from STATE's District Maintenance Supervisor to perform any maintenance services before 6:00 am or after 6:00 pm.
6. **Authorized Reimbursement.** The functions and levels of maintenance services delegated to LOCAL AGENCY in the attached Exhibits A and B and amounts appropriated to STATE have been considered in setting authorized total dollar amounts. LOCAL AGENCY may perform additional work if desired, but STATE will not reimburse LOCAL AGENCY for any work in excess of the authorized dollar limits established herein.
7. **Cost Reimbursement.** STATE shall reimburse LOCAL AGENCY for LOCAL AGENCY's actual and necessary costs incurred to perform the maintenance services under this AGREEMENT; provided, however, that STATE's reimbursement shall not exceed the maximum authorized expenditures under this AGREEMENT.
8. **Amendment to Approved Expenditures.** Upon LOCAL AGENCY's written request, the expenditures per route for maintenance services set forth in Exhibits A and B may be increased, decreased, or redistributed between routes pursuant to the PARTIES executing an appropriate amendment in accordance with section 4 above. All such adjustments must be authorized in writing by the District Director or his/her authorized representative.
9. **Term of Expenditures.** Additional expenditures or an adjustment of expenditures once authorized shall apply only for the term of this AGREEMENT and shall not be deemed to permanently modify or change the basic maximum expenditures per

route as specified in Exhibits A and B. Any expenditure adjustments shall not affect or alter any other terms of this AGREEMENT.

10. Billing, Payment and Reporting.

A. Billing Date. LOCAL AGENCY shall submit billing invoices to STATE's DMAC each (month/quarter) beginning after the first (month/quarter) LOCAL AGENCY has performed maintenance services under this AGREEMENT. LOCAL AGENCY shall not submit billing invoices for reimbursement of costs less than \$500 more than once each quarter. LOCAL AGENCY shall also submit billing invoices promptly following the close of STATE's fiscal year on each June 30th.

B. Billing Submission Format. Each billing invoice shall include all of the following:

- (a) STATE's AGREEMENT number;
- (b) Date(s) of services;
- (c) Location of services;
- (d) Number of hours and hourly rates;
- (e) Receipts for trash disposal;
- (f) Receipts for equipment, materials and supplies; and

C. STATE shall pay LOCAL AGENCY for the maintenance services satisfactorily performed in accordance with the rates and schedules in Exhibits A and B.

11. Successors. This AGREEMENT shall be binding upon and inure to the benefit of each of the PARTIES' successors-in-interest, including, but not limited to any public entity to whom any part of the STATE right of way covered under this AGREEMENT may be relinquished and any subsequently incorporated city or other municipality established within the LOCAL AGENCY's jurisdictional limits.

12. Encroachment Permits. Before LOCAL AGENCY may enter STATE right of way to perform any maintenance services in the areas covered by this AGREEMENT, STATE's District 06 Encroachment Permit Office must issue an initial encroachment permit at no cost to LOCAL AGENCY. LOCAL AGENCY must obtain additional encroachment permits, if necessary, to enter or perform any work within STATE right of way not covered by this AGREEMENT. STATE will issue these additional encroachment permits at no cost to LOCAL AGENCY. LOCAL AGENCY's

contractors and sub-contractors must apply for and be issued separate encroachment permits before they may enter STATE right of way to perform any maintenance or work under this AGREEMENT.

- 13. Legal Disposal of Litter Collected.** ¹LOCAL AGENCY shall make its own arrangements for the legal disposal of litter or debris materials to authorized disposal sites. LOCAL AGENCY shall not leave any filled litter bags, litter piles or other groups of litter assembled during its maintenance services along or in STATE Right of Way. Such litter groupings shall be removed out of STATE Right of Way each day LOCAL AGENCY performs the maintenance services in this AGREEMENT.² STATE shall remove and dispose of all litter bags and piles LOCAL AGENCY collects in STATE right of way covered in this AGREEMENT. LOCAL AGENCY shall advise the Superintendent of District 06 Maintenance (by email/telephone notice) that the litter has been collected and is ready for disposal no later than close of business on the day of collection.
- 14. Safety and Worker Compliance.** LOCAL AGENCY shall be solely responsible for crew pay, workers compensation and any other benefits required by state and federal law. Subcontractors and crew members are not considered STATE's employees at any time. LOCAL AGENCY shall comply with all applicable State and Federal statutes and regulations governing worker and public safety, including but not limited to compliance with CAL-OSHA regulations and guidelines. LOCAL AGENCY shall make arrangements through the DMAC if traffic controls, flags, signs, or lane closures are necessary to safely perform any maintenance services.
- 15. Equipment and Supplies.** LOCAL AGENCY shall provide the necessary equipment, tools, personal protective equipment, materials, supplies and products necessary to perform the maintenance services under this AGREEMENT. STATE shall reimburse LOCAL AGENCY for the reasonable costs of such equipment and supplies not to exceed the authorized expenditures set forth in Exhibits A and B.

¹ Delete this article if filled litter bags, litter piles or other groups of litter assembled will be picked up by the STATE

² Delete this article if filled litter bags, litter piles or other groups litter assembled will be picked up by the LOCAL AGENCY

16. Legal Relations and Responsibilities.

- 16.1 **No Third-party Beneficiaries.** This AGREEMENT is not intended to create duties, obligations, or rights of third parties beyond the PARTIES to this AGREEMENT. Nor does this AGREEMENT affect a PARTY's legal liability by imposing any standard of care for the maintenance of STATE highways different from the standard of care imposed by law.
- 16.2 **Indemnification.** Neither STATE nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY in connection with any work, authority or jurisdiction conferred upon LOCAL AGENCY under this AGREEMENT. LOCAL AGENCY shall fully defend, indemnify, and save harmless STATE and its officers and employees from all claims, suits, or actions of every kind occurring by reason of anything done or omitted to be done by LOCAL AGENCY, its contractors, sub-contractors and/or its agents pursuant to this AGREEMENT.

Neither LOCAL AGENCY nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. STATE shall fully defend, indemnify, and save harmless LOCAL AGENCY and its officers and employees from all claims, suits, or actions of every kind occurring by reason of anything done or omitted to be done by STATE under this Agreement.

- 16.3 **Work-related Injuries.** If a LOCAL AGENCY-assigned crew member is injured while performing maintenance services under this AGREEMENT, LOCAL AGENCY or its designated subcontractor shall be responsible for ensuring the crew member is given prompt medical care and treatment and, if necessary, transportation to a medical facility. LOCAL AGENCY or its designated subcontractor shall administer any injury and workers compensation claims. LOCAL AGENCY shall notify the DMAC within twenty-four (24) hours when any such incident has occurred.

17. **Prevailing Wages and Labor Compliance.** LOCAL AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code

Sections 1720 through 1815 and implementing regulations for public works or maintenance contracts and subcontracts executed for the LOCAL AGENCY's maintenance services under this AGREEMENT.

18. **Insurance.**³

- A.** LOCAL AGENCY and its contractors and subcontractors shall maintain in force during the term of this AGREEMENT a policy of general liability insurance, including coverage of bodily injury and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. LOCAL AGENCY will provide a certificate of insurance evidencing this insurance in a form satisfactory to STATE.
- B. Self-Insured.**⁴ LOCAL AGENCY is self-insured. LOCAL AGENCY shall deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury and property damage liability, in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess by delivering a Letter Certifying Self-Insurance. The Letter of Self-Insurance must be substantially in the form of Exhibit C and identify the AGREEMENT number, and location as depicted in Exhibits A and B. LOCAL AGENCY shall provide the original Letter Certifying Self-Insurance as a condition to STATE's execution of this AGREEMENT. A copy of the original letter shall be attached to this AGREEMENT as Exhibit C.
- C. Self-Insured⁵ using Contractor.** If the work performed under this AGREEMENT is done by LOCAL AGENCY's contractor(s), LOCAL AGENCY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. LOCAL AGENCY shall provide a certificate of insurance evidencing this insurance in a form satisfactory to STATE.

19. **Budget Contingency.**

³ Delete if self-insured

⁴ Delete if not self-insured

⁵ Delete if not self-insured; include 2 and 3 if self-insured and LA is subcontracting the work. Need both a self-insurance certification letter and insurance certificate naming State as additional, covered insured.

- A. All obligations of CALTRANS under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority and the encumbrance of funding to STATE's District Office.
- B. Pursuant to Government Code Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a Federally-mandated program or that is directly dependent upon the receipt of Federal funds by a State agency.
- C. CALTRANS has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

20. **Termination.** This AGREEMENT may be terminated by the mutual written consent of each PARTY. Either PARTY may terminate this AGREEMENT upon Thirty 30 days' prior written notice to the other PARTY.

21. **Effective Date (Term) of Agreement.** This AGREEMENT shall become effective on the last of the dates each PARTY's authorized representative has executed this AGREEMENT.

22. **Authority.** Each individual executing this AGREEMENT on behalf of each PARTY represents and warrants that he/she is duly authorized to execute this AGREEMENT. LOCAL AGENCY represents and certifies that it has, through its regular political process, authorized the execution of this AGREEMENT by appropriate resolution, delegation, or plenary authority as required.

23. **Electronic Signatures.** Electronic signatures of the PARTIES, whether digital or encrypted, are intended to authenticate this written AGREEMENT, and shall have the same force and effect as manual signatures for this AGREEMENT.

THE CITY OF PORTERVILLE

Dated: 8/4/2022 Maria A. Silver
Mayor

INITIATED AND APPROVED:

Dated: 8/4/22 [Signature]
City Manager

Dated: 8/4/22 [Signature]
Deputy City Clerk

Dated: 8/5/22 [Signature]
City Attorney

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Dated: 9/01/22 [Signature]
Deputy District Director
Maintenance District

EXHIBIT A

DELEGATION OF MAINTENANCE

TABLE 1

FY 22/23 ONLY (July 2022 – June 2023)

(Litter Pickup in Shoulder and Landscape Areas)

Route No.	Length Miles	Description of Routing	Program Delegated	Maximum Annual Authorized Expenditure
65	5.44	Porterville – PM 16.119 to 21.559	HM2D	\$50,000
190	3.94	Porterville – PM 15.09 to 19.03	HM2D	\$30,000

*HM2D – Program Function Roadside Litter/Debris Pickup

TOTAL AUTHORIZED EXPENDITURE FOR FY 2022/2023: \$80,000

TABLE 2

FY 23/24 & ALL FUTURE FY'S

(Litter Pickup in Shoulder and Landscape Areas)

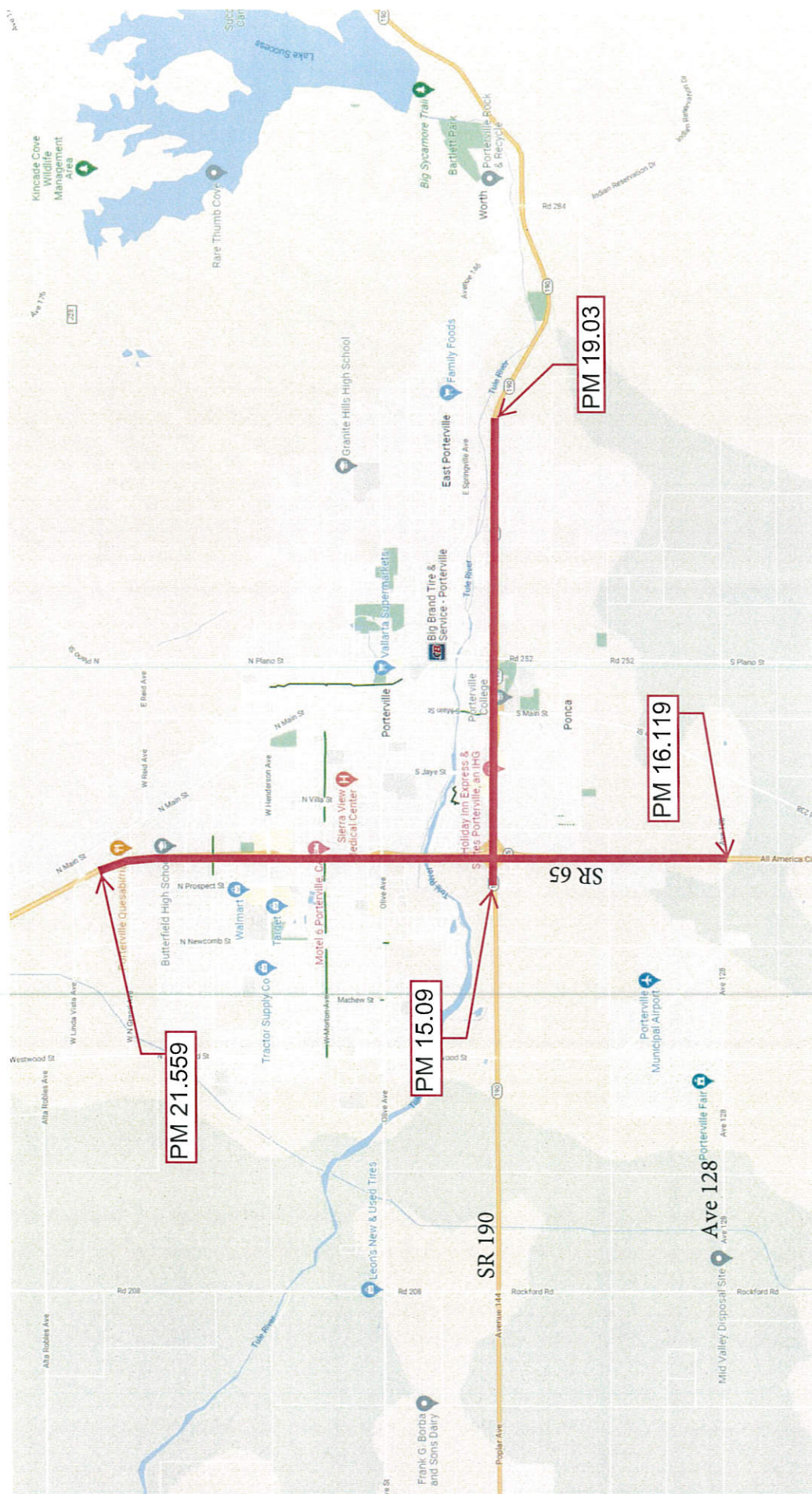
Route No.	Length Miles	Description of Routing	Program Delegated	Maximum Annual Authorized Expenditure
65	5.44	Porterville – PM 16.119 to 21.559	HM2D	\$20,000
190	3.94	Porterville – PM 15.09 to 19.03	HM2D	\$10,000

*HM2D – Program Function Roadside Litter/Debris Pickup

TOTAL AUTHORIZED EXPENDITURE PER FY (FROM 2023/2024): \$30,000

EXHIBIT B

Tul 65- PM 16.119/21.559
Tul 190- PM 15.09/19.03



California Affiliated Risk Management Authorities

**1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833
916-244-1100**

Liability Certificate of Coverage

Additional Covered Party

Certificate Number: 69833894

Certificate Holder: State of California
Department of Transportation
1120 N Street
Sacramento, CA 95814

Covered Party: CSJVRMA-City of Porterville

Description of Covered Activity: As respects the Delegated Maintenance Agreement between the State of California, Department of Transportation and the City of Porterville regarding specific maintenance services; the State of California, Department of Transportation, its directors, officers, employees, volunteers, representatives, and agents are additional covered parties with regard to any negligent acts or omissions of the City of Porterville, its directors, officers, employees, volunteers, representatives, and agents, as pertains to approved activities listed in the Delegated Maintenance Agreement.

Memorandum of Coverage Number: CARMA 2022-GL

Effective Date: 8/19/2022

Expiration Date: 7/1/2023

Limits: \$5,000,000 (per occurrence)

Excess of: \$1,000,000

The Following Coverage is in effect: General and automobile liability as defined in the Memorandum of Coverage on file with the covered party named above.

Pursuant to the definition of Covered Party in the Liability Memorandum of Coverage, the certificate holder named above is an additional covered party for covered claims arising out of the covered activity stated above and is subject to the limits stated above.

This is to certify that the coverage listed above has been issued to the Covered Party named above for the coverage period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The coverage afforded as described herein is subject to all the terms, exclusions, and conditions of the Liability Memorandum of Coverage of the Covered Party named above as well as to all the terms, exclusions, and conditions of the Liability Memorandum of Coverage of the California Affiliated Risk Management Authorities, which are available for your review upon request.

Coverage is in effect from 12:01 a.m. Pacific Time of effective date to 12:01 a.m. Pacific Time of expiration date as stated above and will not be canceled, limited, or allowed to expire except upon 30-day notice to the certificate holder.

Date Issued: 8/22/2022

Renewal: Yes **Underlying Certificate Issued:** Yes

Authorized Representative Signature:



Central San Joaquin Valley Risk Management Authority
1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833
916-244-1100

Liability Certificate of Coverage

Additional Covered Party

Certificate Number: 69850637

Certificate Holder: State of California
Department of Transportation
1352 W Olive Avenue, MS 12
Fresno, CA 93728

Covered Party: City of Porterville

Description of Covered Activity: As respects the Delegated Maintenance Agreement between City of Porterville and State of California, Department of Transportation regarding specific maintenance services; the State of California, Department of Transportation, its officers, agents, and employees are additional covered parties with regard to any negligent acts or omissions of the City of Porterville, its officers, officials, employees, and volunteers as it relates to the agreement.

Memorandum of Coverage Number: CSJVRMA 2022-GL

Effective Date: 08/22/2022

Expiration Date: 7/1/2023

Limits: \$1,000,000 (per occurrence)

The Following Coverage is in effect: General and automobile liability as defined in the Memorandum of Coverage on file with the covered party named above.

Pursuant to the definition of Covered Party in the Liability Memorandum of Coverage, the certificate holder named above is an additional covered party for covered claims arising out of the covered activity stated above and is subject to the limits stated above.

This is to certify that the coverage listed above has been issued to the Covered Party named above for the coverage period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The coverage afforded as described herein is subject to all the terms, exclusions, and conditions of the Memorandum of Coverage of the CSJVRMA, which is available for your review upon request.

Coverage is in effect from 12:01 a.m. Pacific Time of effective date to 12:01 a.m. Pacific Time of expiration date as stated above and will not be canceled, limited, or allowed to expire except upon 30-day notice to the certificate holder.

Date Issued: 8/23/2022

Renewal: Yes **Excess Certificate Issued:** Yes

Authorized Representative Signature: 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/25/2022

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

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

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc, LIC # 0726293 500 North Santa Fe Visalia CA 93292		CONTACT NAME: JoEllen Huckabay PHONE (A/C, No, Ext): 559-635-3506 FAX (A/C, No): E-MAIL ADDRESS: JoEllen_Huckabay@ajg.com	
License#: 0726293		INSURER(S) AFFORDING COVERAGE	
INSURED CSET Attn: Maria Rodriguez & Mary Alice Escarsega 312 N. W. 3rd Avenue Visalia CA 93291		INSURER A: Zenith Insurance Company INSURER B: Nonprofits' Insurance Alliance of California Inc. INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 13269	

COVERAGES

CERTIFICATE NUMBER: 461825146

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Prof Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y		202103756	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 SOCIAL SERVICE \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			202103756	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			202103756UMB	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A		Z127265007	7/1/2021	7/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	General Liability			202103756	7/1/2021	7/1/2022	Each Occurrence \$1,000,000

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

City of Porterville, and their respective officers, employees, and agents, California Department of Transportation, State of California, and their respective officers, employees, and agents are named as Additional Insureds with respect to General Liability per form issued by the carrier, subject to policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Porterville
291 N. Main St
Porterville CA 93257

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2022

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

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

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc, LIC # 0726293 500 North Santa Fe Visalia CA 93292		CONTACT NAME: JoEllen Huckabay PHONE (A/C, No, Ext): 559-635-3506 E-MAIL ADDRESS: JoEllen_Huckabay@ajg.com FAX (A/C, No):	
INSURED CSET Attn: Maria Rodriguez & Mary Alice Escarsega 312 N. W. 3rd Avenue Visalia CA 93291		INSURER(S) AFFORDING COVERAGE INSURER A: Zenith Insurance Company INSURER B: Nonprofits' Insurance Alliance of California Inc. INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 13269	

COVERAGES

CERTIFICATE NUMBER: 2054415835

REVISION NUMBER:

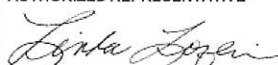
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Prof Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:			202203756	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 SOCIAL SERVICE \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			202203756	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			202203756UMB	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Z127265008	7/1/2022	7/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Cal Trans 1352 W. Olive Ave Fresno CA 93728	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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POLICY NUMBER: 202203756

Named Insured: Community Services and Employment Training, Inc. (

COMMERCIAL GENERAL LIABILITY

CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

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

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in **c.** below; or

- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: CSET

Endorsement Effective Date: 07/01/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization with whom you have a written contract currently in effect or becoming effective during the term of this policy.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

California Department of Transportation

DISTRICT 6 OFFICE
1352 WEST OLIVE AVENUE | P.O. BOX 12616 | FRESNO, CA 93778-2616
(559) 696-0249 | FAX (559) 488-4195 | TTY 711
www.dot.ca.gov



March 22, 2024

Mr. Jason Ridenour
Deputy City Manager
City of Porterville
291 N Main Street
Porterville, CA 93257

Dear Mr. Ridenour:

This is regarding Delegated Maintenance Agreement No. 06MTC0543200 between the Department of Transportation (Caltrans) and City of Porterville for Litter Pickup. Caltrans Headquarters Division of Maintenance has authorized an additional \$50,000.00 Clean California funds for the FY 2023/2024 for litter pickup to be expended on the following State Routes (SR):

Route No.	Post Miles	Existing Authorized Annual Expenditure	Increase in Expenditure for FY 2023/2024	Revised Maximum Authorized Expenditure for FY 2023/2024
65	16.119 – 21.559	\$20,000	\$33,500	\$53,500
190	15.09 – 19.03	\$10,000	\$16,500	\$26,500
	Total	\$30,000	\$50,000	\$80,000

The funds shall be expended prior to June 30, 2024. In addition, the City shall prepare a Performance Report to record and report the quantity and description of litter and debris removed and maintenance services performed at each clean-up site and location set forth in the routes above. This Performance Report shall include dated and executed documents demonstrating the weight and/or amount of litter and debris removed. The State will remove and dispose of all litter bags and piles the local agency collects in State right of way covered in this agreement.

The billing format will now include all of the following:

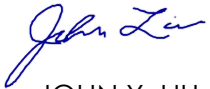
- STATE's Clean California Program Code: CLEANCADMA;
- AGREEMENT number;
- Date(s) of services;
- Location of services;
- Number of hours and hourly rates;
- Receipts for equipment, materials, and supplies; and
- LOCAL AGENCY's performance report

Mr. Jason Ridenour, Deputy City Manager
March 22, 2024
Page 2

Per the provisions of the Delegated Maintenance Agreement, please notify us of your acceptance of these adjustments.

If you have any further questions, please contact Jason Miao, Office Chief of Maintenance, at (559) 341-7990 or by email to <jason.miao@dot.ca.gov>.

Sincerely,



JOHN Y. LIU
Deputy District Director
Maintenance and Operations

April 3, 2024

JOHN Y. LIU
Deputy District Director
Maintenance and Operations

District 6 Office
1352 West Olive Avenue
P.O. Box 12616
Fresno, Ca 93778-2616

This letter is in response to the letter received from your department on March 22, 2024. The City Council has approved the acceptance of the amendment to the Delegated Maintenance Agreement No. 06MTC0543200 between the Department of Transportation (Caltrans) and City of Porterville for Litter Pickup; adding the March 22, 2024 letter to Exhibit A of the Agreement, having it supersede any conflict provisions of the Agreement or Exhibit A.

The City understands that the additional \$50,000 authorized by the City Caltrans Headquarters Division of Maintenance for the FY 2023/2024 for litter pickup must be expended as indicated on the letter and on the approved state routes by June 30, 2024.

The City of Porterville is grateful for the continued partnership. If you have any further questions, please contact Jason Ridenour, Deputy City Manager at (559) 782-7460 or by email to jridenour@ci.porterville.ca.us.

Sincerely,

Patrice Hildreth
City Manager
City of Porterville
291 N Main Street
Porterville, CA 93257



CITY COUNCIL AGENDA – APRIL 2, 2024

SUBJECT: Authorization to Execute Consultant Services Agreement - West Street Extension Improvements Project

SOURCE: Engineering and Project Management

COMMENT: The West Street Extension Improvements Project will include a new roundabout at West Street and Scranton Avenue, the relocation of the existing intersection located at Westwood Street and Scranton Avenue to Westwood Street and the Worth Avenue alignment with a new roundabout and a curve to transition Scranton Avenue to Westwood Street, and a new roadway to reconnect all the roads due to this realignment. Staff has reached out to Peters Engineering Group for a proposal for this design work as they are currently involved in numerous improvement projects in the project area. They are listed on the City's approved Engineering Consultant On-Call List (CMO #10-112123).

Peters Engineering Group has submitted a proposal in the amount of \$780,300 for the design work and has committed to delivering the required plans and specifications for this project. An additional \$78,000 for contingency (10%) is required for this agreement for a total cost of \$858,300. Funding for the design of this project is approved in the 2023/2024 Fiscal Year budget with Measure R - Regional Funds in the amount of \$250,000. An appropriation of \$608,300 in Measure R - Regional Funds is required to fully fund the project.

Staff has found the proposal to be acceptable.

RECOMMENDATION: That the City Council:

1. Authorize the Engineering & Project Management Director to execute the Consultant Service Agreement for the design of the West Street Extension Improvements Project with Peters Engineering Group in the amount of \$858,300 (inclusive of a 10% contingency);
2. Authorize progress payments up to one hundred percent (100%) of the fee amount; and
3. Authorize the Finance Director to appropriate an additional \$608,300 in Measure R - Regional Funds to fully fund the project.

ATTACHMENTS:

1. Draft Service Agreement
2. Scope of Services
3. Locator Map

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager

SERVICE AGREEMENT

DATE: April 3, 2024

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and Peters Engineering Group, 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: Design services for Airport Runway Shift Street Improvements Project

Description of Project: In general, the consultant will be provide engineering services for the Airport Runway Shift Project. Details are summarized in 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 in the attached proposal.

SECTION 2. PAYMENT:

In consideration for said services and materials, CITY shall pay CONSULTANT on a time and materials basis not to exceed **Seven Hundred Eighty Thousand Three Hundred Dollars**, (\$780,300).

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 design "work directives" shall be completed in time to meet the various submittal deadlines for the grant. 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 Two Million Dollars (\$2,000,000) per occurrence; and
- (iii) Errors and Omissions insurance of Two Million Dollars (\$2,000,000) 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 Two Million Dollars (\$2,000,000) 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 hold harmless, release and indemnify the CITY against any liability for damages, including but not limited to liabilities for personal injury or death or for loss or damage to property, caused by the negligence of CONSULTANT or any of its employees or agents, or CONSULTANT'S negligent activities related to the terms and conditions of or implementation of this Agreement. "Consultant has no obligation to pay for any of the City's defense related cost prior to a final determination of liability, but will reimburse the City for those costs, and Consultant has no obligation to pay any amount that exceeds Consultant's finally determined percentage of liability based upon the comparative fault 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_____



PETERS ENGINEERING GROUP
A CALIFORNIA CORPORATION

Mr. Javier Sanchez, Engineering Director
City of Porterville
291 North Main Street
Porterville, CA 93257

March 26, 2024

Subject: Porterville West Street Extension Street Improvements
Porterville, California

Dear Mr. Sanchez:

Thank you for the opportunity to provide the attached scope of services for the City of Porterville West Street Extension Street Improvements. Please find enclosed our proposed scope of services and fee for the subject project. Our understanding of the City's requirements for this scope of work is based on conversations, emails, and documents received regarding an updated memorandum of understanding (MOU) between the Tule River Tribe Gaming Authority and the City of Porterville for a revised scope of work associated with the new casino project and the City's airport runway extension project.

Thank you for the opportunity to provide you with this proposal. Please feel free to call me if you have any questions.

PETERS ENGINEERING GROUP

David Peters, PE, TE
Principal Engineer

Attachment: Agreement for Professional Services
Exhibit "A" – Scope of Services
Exhibit "B" – Fee Schedule
Figure "A" – Roadway Figure

Exhibit “A” SCOPE OF SERVICES

Civil Engineering Services for City of Porterville West Street Extension Street Improvements Porterville, California

BACKGROUND

Peters Engineering Group (Consultant) will provide the City of Porterville (Client) with the following scope of services:

West and Scranton Roundabout

- Consultant will complete the PS&E for construction of the West and Scranton Roundabout as shown in Figure A. The current status of these plans is a 30% submittal to the City for review.

West Street Extension

- Consultant will prepare PS&E for construction improvements for the Scranton and Westwood Extension as shown in Figure A. The design will connect the West and Scranton Roundabout with the Worth and Westwood Roundabout.

Worth and Westwood Roundabout

- Consultant will prepare PS&E for construction improvements for Worth and Westwood Roundabout as shown in Figure A. The roundabout will be designed with 4 legs, but the eastern leg will be closed to traffic until Worth Avenue is extended.

Scranton to Westwood Street Transition

- Consultant will prepare PS&E for construction improvements for a new roadway alignment connecting Westwood to Scranton and removal of the Scranton and Westwood intersection, as shown in Figure A.

Worth Avenue Plan Line

- Consultant will prepare plan line documents for the extension of Worth Avenue east of the Worth and Westwood Roundabout as shown in Figure A.

WORK TASKS

The Consultant will provide the following work tasks:

SCOPE OF SERVICES

Part 1 – West and Scranton Roundabout (\$109,500)

201 Final PS&E (95%)

Ninety-five percent (95%) plans, specifications and estimates will be prepared based on the confirmed design criteria and the 30% plan comments from the City. 95% Plans will be prepared utilizing Caltrans and City standards and will include the proposed roadway improvements and traffic control devices. The project design specifically will include the following:

- Alignment Layout Sheets. These sheets will identify the station alignments for each of the curb and gutter and median island alignments.

- **Typical Cross Sections.** These cross sections will detail an east-west and a north-south view through the roundabout, as well as cross sections for Sunnyside Avenue and the local street on north, south, and west sides of the roundabout.
- **Horizontal and Vertical Geometric Designs (Plan and Profiles and Contour Plans).** Plan views, including curve and line tables for median and curb and gutter design will be included in these sheets. Profiles will be created for each corner of the roundabout, each median island, and for center truck apron. These plans will also address drainage within the roundabout.
- **Construction Details for ADA ramps, truck apron, pedestrian passageways, median islands, etc.**
- **Pavement Delineation and Signing.** Plans will be designed per Caltrans and CA MUTCD standards. These plans may also include a chart that would include stations and lengths of proposed materials.
- **Electrical and Highway Lighting.** These sheets will identify lighting within the center of the roundabout and at each of the conflict points within the roundabout, per Caltrans and Federal guidelines for roundabout design. Electrical quantity sheets will not be prepared. Power service will be made available by Client or the City.
- **Existing and Proposed Plan View Sheet.**
- **Staged Construction and Traffic Handling Plans** showing details and stages of construction and distribution of traffic.
- **Project Specifications,** including bid item list, bid item descriptions, and contract language will be prepared. City will provide boilerplate specification in Word for modification and use. Project will be bid and constructed by the City.

Special provisions will be prepared based on Caltrans 2022 Standard Specifications, City of Porterville Standard Specifications, City of Porterville Standard Plans, and Caltrans 2022 Standard Plans will be used for the project, along with project specific special details, which will be in the improvement plans. An updated estimate of probable cost will be prepared. A 95% constructability review meeting will be attended to address City comments.

202 Construction Documents

One hundred percent (100%) PS&E review comments received from the City will be addressed and incorporated into the final construction documents. Substantial changes to the plans after the 100% submittals may be identified as additional services.

The final plans and specifications will be stamped and signed by a registered civil engineer. One digital copy (pdf format) of the submittal will be transmitted to the Client and one original signed copy will be prepared and sent to the City.

Part 2 – West Street Extension (\$270,000)

101 Kickoff Meeting

The project team will attend a kickoff meeting with Client and City staff to discuss expectations and objectives for the project. A field review can follow, if necessary, to clarify any issues.

102 Field Surveys and Mapping

Consultant will perform an updated topographic and boundary survey of the existing features and right-of-way. The topographic survey will extend throughout the limits of the project and will be used to develop digital mapping for the design of the proposed improvements. The boundary survey will verify existing right of way and property information and assist the design of new improvements as outlined below:

- Use RTK GPS to establish horizontal control points – assumed horizontal system.
- Run and adjust a level loop through survey control points – from City of Porterville or County of Tulare benchmark(s).
- Gather topographic data using total station systems to ensure good vertical data at intersection returns.
- Cross-Sections streets at 100+ foot intervals (FL, CL, FL) with RTK GPS (+/- 0.1') where applicable.
- Locate FL at centerline of driveways with RTK GPS (+/- 0.1').
- Locate obvious uplifts of curb (not details, just location shot).
- Locate and identify visible utilities in the street along with water meters behind the curb.
- Measure flow-line elevation and pipe size on SSMH and SDMH.
- Locate and tie in sufficient monumentation to calculate right-of-way lines of streets, but not individual lot boundaries.
- Locate and tie out monuments within the street with potential to be disturbed by this project.
- Prepare survey of open field area and provide elevations and location over a 200 foot wide area.
- Provide electronic file of the survey in an AutoCAD compatible version.

The City's surveyor for construction will tie out existing monuments and create corner records as necessary.

103 Utility Coordination

Locations of existing utilities will be identified through available City, developer, and utility company record drawings. Utility companies will not be contacted, but the information previously received will be made available to the Consultant. Existing utilities will be incorporated in digital topographic mapping and shown in both plan and profile on the construction documents. The City and any other agency affected

by the project will be notified whether potential relocation or other mitigations are required.

104 Design Criteria Confirmation

Consultant will prepare a preliminary design criteria memo which will confirm Client expectations for design of the improvements, including limits of work, pavement design, traffic signal design, lane configurations and construction scheduling. This criteria will be presented and discussed at both the project kick-off meeting and the preliminary design/30% meeting with County of Tulare and City of Porterville staff. Discussion and decisions will be made regarding various design components including utility relocation, design constraints/issues, and a recommendation which will be based on a life cycle cost analysis depicting the most cost effective strategy. This information will be continuously updated throughout the entirety of the design phase of the project.

104 Preparation of Geometric Approval Drawing and 30% Plans

Consultant will prepare 30% plans including the following sheets:

- Cover Sheet depicting the area proposed and name of the project with signature locations.
- Legend Sheet with typical items listed
- Roadway alignment Sheet showing proposed project with alignment information for centerline, median islands, and edge of pavement/curb and gutter.
- Typical Cross Section Sheet showing proposed pavement thicknesses, dimensions, and identifying City or Caltrans Standards that will be used.
- Roadway layout drawings at 20 scale showing proposed and existing improvements in plan and profile.
- Construction Detail Sheets showing proposed details for special areas within the project.
- Proposed Striping and Signage plans identifying City and Caltrans Details that will be used. Plans will be designed per Caltrans and CA MUTCD standards. These plans may also include a chart in later submittals that would include stations and lengths of proposed materials.

201 Final PS&E (95%)

Ninety-five percent (95%) plans, specifications and estimates will be prepared based on the confirmed design criteria and the 30% plan comments from the City. 95% Plans will be prepared utilizing Caltrans and City standards and will include the proposed roadway improvements and traffic control devices. Design information, such as elevations, grading limits, and detailed information on profiles will be added at this step.

Project Specifications, including bid item list, bid item descriptions, and contract language will be prepared. City will provide boilerplate specification in Word for modification and use. Project will be bid and constructed by the City.

Special provisions will be prepared based on Caltrans 2022 Standard Specifications, City of Porterville Standard Specifications, City of Porterville Standard Plans, and Caltrans 2022 Standard Plans will be used for the project, along with project specific special details, which will be in the improvement plans. An updated estimate of probable cost will be prepared. A 95% constructability review meeting will be attended to address City comments. This is the last opportunity for the City and the Client to make comments on the plans without incurring an additional service-fee request from the Consultant. This will assist the Client, the City, and the Consultant to be effective with time for comments.

202 Construction Documents

One hundred percent (100%) PS&E review comments received from the City will be addressed and incorporated into the final construction documents. Further submittals after the 100% submittals will be identified as additional services.

The final plan construction documents will be stamped and signed by a registered civil engineer. One digital copy (pdf format) of the submittal will be transmitted to the Client and one original signed copy will be prepared and sent to the City.

Part 3 – Worth and Westwood Roundabout (\$226,200)

101 Kickoff Meeting

The project team will attend a kickoff meeting with Client and City staff to discuss expectations and objectives for the project. A field review can follow, if necessary, to clarify any issues.

103 Field Surveys and Mapping

Consultant will perform an updated topographic and boundary survey of the existing features and right-of-way. The topographic survey will extend throughout the limits of the project and will be used to develop digital mapping for design of the proposed improvements. The boundary survey will verify existing right of way and assist the design of new improvements as outlined below:

- Use RTK GPS to establish horizontal control points – assumed horizontal system.
- Run and adjust a level loop through survey control points – from City of Porterville or County of Tulare benchmark(s).
- Gather topographic data using total station systems to ensure good vertical data at intersection returns.
- Cross-Sections streets at 100+ foot intervals (FL, CL, FL) with RTK GPS (+/- 0.1').
- Locate FL at centerline of driveways with RTK GPS (+/- 0.1').
- Locate obvious uplifts of curb (not details, just location shot).
- Locate and identify visible utilities in the street along with water meters behind the curb.

- Measure flow-line elevation and pipe size on SSMH and SDMH.
- Locate and tie in sufficient monumentation to calculate right-of-way lines of streets, but not individual lot boundaries.
- Locate and tie out monuments within the street with potential to be disturbed by this project.
- Prepare survey of open field area and provide elevations and location over a 200 foot wide area.
- Provide electronic file of the survey in an AutoCAD compatible version.

The City's surveyor for construction will tie out existing monuments and create corner records as necessary.

103 Utility Coordination

Locations of existing utilities will be identified through available City, developer, and utility company record drawings. Utility companies will not be contacted, but the information previously received will be made available to the Consultant. Existing utilities will be incorporated in digital topographic mapping and shown in both plan and profile on the construction documents. The City and any other agency affected by the project will be notified whether potential relocation or other mitigations are required.

103 Design Criteria Confirmation

Consultant will prepare a list of design criteria via email or memo which will discuss various design components including utility relocation, design constraints/issues, and preliminary costs. Items within the PDM will include:

- Identification of Design Vehicle (STAA is anticipated)
- Identification of standards for vertical curb, truck apron, curb and gutter, and striping for the project. It is assumed that most of these standards will be City of Porterville. Caltrans standards and custom details will be outlined, as well.
- Potential utility conflicts and proposed design accommodations
- Fastest Path Exhibits
- Turn Template Exhibits
- Stopping Sight Distance Exhibits
- Stopping Sight Crosswalk Exhibits
- Stopping Sight Exit Exhibits
- Intersection Sight Distance Exhibits
- Suggested treatments for the center median island and corners.

104 Preparation of Geometric Approval Drawing and 30% Plans

Consultant will prepare 30% plans including cross sections, roadway layout drawings, preliminary design profiles, preliminary striping and signage plans, and partial detail sheets. A review meeting will be attended to address City comments.

201 Final PS&E (95%)

Ninety-five percent (95%) plans, specifications and estimates will be prepared based on the approved design criteria and approved Geometric Approval Drawings. Plans will be prepared utilizing Caltrans and City standards and will include the proposed roadway improvements and traffic control devices. The project design specifically will include the following:

- Alignment Layout Sheets. These sheets will identify the station alignments for each of the curb and gutter and median island alignments.
- Typical Cross Sections. These cross sections will detail an east-west and a north-south view through the roundabout, as well as cross sections for Sunnyside Avenue and the local street on north, south, and west sides of the roundabout.
- Horizontal and Vertical Geometric Designs (Plan and Profiles and Contour Plans). Plan views, including curve and line tables for median and curb and gutter design will be included in these sheets. Profiles will be created for each corner of the roundabout, each median island, and for center truck apron. These plans will also address drainage within the roundabout.
- Construction Details for ADA ramps, truck apron, pedestrian passageways, median islands, etc.
- Pavement Delineation and Signing. Plans will be designed per Caltrans and CA MUTCD standards. It is intended that the signage and striping will be bid as a lump sum bid item. Signage and striping quantity sheets will not be provided.
- Electrical and Highway Lighting. These sheets will identify lighting within the center of the roundabout and at each of the conflict points within the roundabout, per Caltrans and Federal guidelines for roundabout design. Electrical quantity sheets will not be prepared. Power service will be made available by Client.
- Existing and Proposed Plan View Sheet.
- Staged Construction and Traffic Handling Plans showing details and stages of construction and distribution of traffic.
- Project Specifications, including bid item list, bid item descriptions, and contract language will be prepared. City will provide boilerplate specification in Word for modification and use. Project will be bid and constructed by the City.

Special provisions will be prepared based on Caltrans 2022 Standard Specifications, City of Porterville Standard Specifications, City of Porterville Standard Plans, and Caltrans 2022 Standard Plans will be used for the project, along with project specific special details, which will be in the improvement plans. An updated estimate of probable cost will be prepared. A 95% constructability review meeting will be attended to address City comments.

202 Construction Documents

One hundred percent (100%) PS&E review comments received from the City will be addressed and incorporated into the final construction documents. Substantial changes to the plans after the 100% submittals may be identified as additional services.

The final plans and specifications will be stamped and signed by a registered civil engineer. One digital copy (pdf format) of the submittal will be transmitted to the Client and one original signed copy will be prepared and sent to the City.

Part 4 – Scranton to Westwood Street Transition (\$122,300)

101 Kickoff Meeting

The project team will attend a kickoff meeting with Client and City staff to discuss expectations and objectives for the project. A field review can follow, if necessary, to clarify any issues.

102 Field Surveys and Mapping

Consultant will perform an updated topographic and boundary survey of the existing features and right-of-way. The topographic survey will extend throughout the limits of the project and will be used to develop digital mapping for the design of the proposed improvements. The boundary survey will verify existing right of way and property information and assist the design of new improvements as outlined below:

- Use RTK GPS to establish horizontal control points – assumed horizontal system.
- Run and adjust a level loop through survey control points – from City of Porterville or County of Tulare benchmark(s).
- Gather topographic data using total station systems to ensure good vertical data at intersection returns.
- Cross-Sections streets at 100+ foot intervals (FL, CL, FL) with RTK GPS (+/- 0.1') where applicable.
- Locate FL at centerline of driveways with RTK GPS (+/- 0.1').
- Locate obvious uplifts of curb (not details, just location shot).
- Locate and identify visible utilities in the street along with water meters behind the curb.
- Measure flow-line elevation and pipe size on SSMH and SDMH.
- Locate and tie in sufficient monumentation to calculate right-of-way lines of streets, but not individual lot boundaries.
- Locate and tie out monuments within the street with potential to be disturbed by this project.
- Prepare survey of open field area and provide elevations and location over a 200 foot wide area.
- Provide electronic file of the survey in an AutoCAD compatible version.

The City's surveyor for construction will tie out existing monuments and create corner records as necessary.

103 Utility Coordination

Locations of existing utilities will be identified through available City, developer, and utility company record drawings. Utility companies will not be contacted, but the information previously received will be made available to the Consultant. Existing utilities will be incorporated in digital topographic mapping and shown in both plan and profile on the construction documents. The City and any other agency affected by the project will be notified whether potential relocation or other mitigations are required.

104 Design Criteria Confirmation

Consultant will prepare a preliminary design criteria memo which will confirm Client expectations for design of the improvements, including limits of work, pavement design, traffic signal design, lane configurations and construction scheduling. This criteria will be presented and discussed at both the project kick-off meeting and the preliminary design/30% meeting with County of Tulare and City of Porterville staff. Discussion and decisions will be made regarding various design components including utility relocation, design constraints/issues, and a recommendation which will be based on a life cycle cost analysis depicting the most cost effective strategy. This information will be continuously updated throughout the entirety of the design phase of the project.

104 Preparation of Geometric Approval Drawing and 30% Plans

Consultant will prepare 30% plans including the following sheets:

- Cover Sheet depicting the area proposed and name of the project with signature locations.
- Legend Sheet with typical items listed
- Roadway alignment Sheet showing proposed project with alignment information for centerline, median islands, and edge of pavement/curb and gutter.
- Typical Cross Section Sheet showing proposed pavement thicknesses, dimensions, and identifying City or Caltrans Standards that will be used.
- Roadway layout drawings at 20 scale showing proposed and existing improvements in plan and profile.
- Construction Detail Sheets showing proposed details for special areas within the project.
- Proposed Striping and Signage plans identifying City and Caltrans Details that will be used. Plans will be designed per Caltrans and CA MUTCD standards. These plans may also include a chart in later submittals that would include stations and lengths of proposed materials.

201 Final PS&E (95%)

Ninety-five percent (95%) plans, specifications and estimates will be prepared based on the confirmed design criteria and the 30% plan comments from the City. 95%

Plans will be prepared utilizing Caltrans and City standards and will include the proposed roadway improvements and traffic control devices. Design information, such as elevations, grading limits, and detailed information on profiles will be added at this step.

Project Specifications, including bid item list, bid item descriptions, and contract language will be prepared. City will provide boilerplate specification in Word for modification and use. Project will be bid and constructed by the City.

Special provisions will be prepared based on Caltrans 2022 Standard Specifications, City of Porterville Standard Specifications, City of Porterville Standard Plans, and Caltrans 2022 Standard Plans will be used for the project, along with project specific special details, which will be in the improvement plans. An updated estimate of probable cost will be prepared. A 95% constructability review meeting will be attended to address City comments. This is the last opportunity for the City and the Client to make comments on the plans without incurring an additional service-fee request from the Consultant. This will assist the Client, the City, and the Consultant to be effective with time for comments.

202 Construction Documents

One hundred percent (100%) PS&E review comments received from the City will be addressed and incorporated into the final construction documents. Further submittals after the 100% submittals will be identified as additional services.

The final plan construction documents will be stamped and signed by a registered civil engineer. One digital copy (pdf format) of the submittal will be transmitted to the Client and one original signed copy will be prepared and sent to the City.

Part 5 – Worth Avenue Plan Line (\$52,300)

101 Kickoff Meeting

The project team will attend a kickoff meeting with Client and City staff to discuss expectations and objectives for the project. A field review can follow, if necessary, to clarify any issues.

102 Field Surveys and Mapping

Consultant will perform an alignment study survey that would include high definition imagery along with periodic GPS derived topographic spot elevation along the proposed alignment. The alignment would begin east of Westwood at the roundabout location and run easterly approximately 1.6 miles east to the Prospect Road alignment, and then north to meet the existing southerly extension of Prospect Road.

:

- Use RTK GPS to establish horizontal control points – assumed horizontal system.
- Run and adjust a level loop through survey control points – from City of Porterville or County of Tulare benchmark(s).
- Gather topographic data using RTK GPS.
- Locate and tie in sufficient monumentation to calculate right-of-way lines of streets, but not individual lot boundaries.

- Use of drone for high-definition aerial photographs along the alignment.
- Provide electronic file of the survey in an AutoCAD compatible version.

103 Utility Coordination

Locations of existing utilities will be identified through available City, developer, and utility company record drawings. Utility companies will not be contacted, but the information previously received will be made available to the Consultant. Existing utilities will be incorporated in digital topographic mapping and shown in both plan and profile on the construction documents. The City and any other agency affected by the project will be notified whether potential relocation or other mitigations are required.

104 Preparation of Plan Line Drawings

Consultant will prepare Plan Line drawings including the following sheets:

- Cover Sheet depicting the area proposed and name of the project with signature locations.
- Legend Sheet with typical items listed.
- Roadway alignment Sheet showing proposed project with alignment information for centerline, median islands, and edge of pavement/curb and gutter.
- Typical Cross Section Sheet showing proposed pavement thicknesses, dimensions, and identifying City or Caltrans Standards that will be used.
- Roadway layout drawings at 20 scale showing proposed and existing improvements in plan and profile. Proposed profile will match the existing elevations where possible. Proposed Striping and Signage will be included, identifying City and Caltrans Details that will be used. Plans will be designed per Caltrans and CA MUTCD standards.

CLIENT'S DUTIES AND RESPONSIBILITIES

The Client shall:

- a) Provide all criteria and full information concerning Client's requirements for the project.
- b) Provide an arborist, as necessary.
- c) Give prompt notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.
- d) At Client's discretion, authorize and direct Consultant to provide necessary Additional Services.
- e) Acquire any necessary Right-of-Way.
- f) Pay for any outside agency permits.
- g) Provide environmental clearance.
- h) Provide for Construction Surveying Services, including ties to existing survey monuments and corner records.

ADDITIONAL SERVICES

The Client may, at its sole discretion, request that Consultant perform Additional Services. Both parties, prior to proceeding with these services, shall execute a written amendment to this Agreement.

Additional services will be required if Consultant is to perform services not specifically described herein. Additional services will be required if any additional project alternatives will be requested, including assistance with acquisition of right of way. Additional Services will be required if Consultant is required to attend additional meetings not already identified in this scope of work, including but not limited to project design team, public hearings, planning commission meetings, and city council meetings. Additional Services will be required if Eminent Domain proceedings should be required to acquire parcels. Additional Services will be required if Consultant is required to assist with Bidding and Construction Phase Services.

RIGHT TO RELY

Consistent with the professional standard of care, Consultant shall be entitled to rely upon the accuracy of data and information provided by the Client or others without independent review or evaluation unless specifically required in the Scope of Services.

COMPENSATION

Consultant's fee for the services described herein shall be in accordance with the fee proposal included and will be billed to the Client on a lump-sum-per-task basis monthly on a percent-complete basis.

SCHEDULE

The anticipated start for the project is April 8, 2024. The first order of business will be to prepare the updated design surveys. Review of County and Caltrans plans will be done as the plans become available. Preparation of the PS&E will commence when the design survey is completed. The timing of submittals will be coordinated with Client at the design kick-off meeting.



PETERS ENGINEERING GROUP
A CALIFORNIA CORPORATION

EXHIBIT "B"

HOURLY RATE SCHEDULE
(Effective 1/1/24 to 12/31/24)

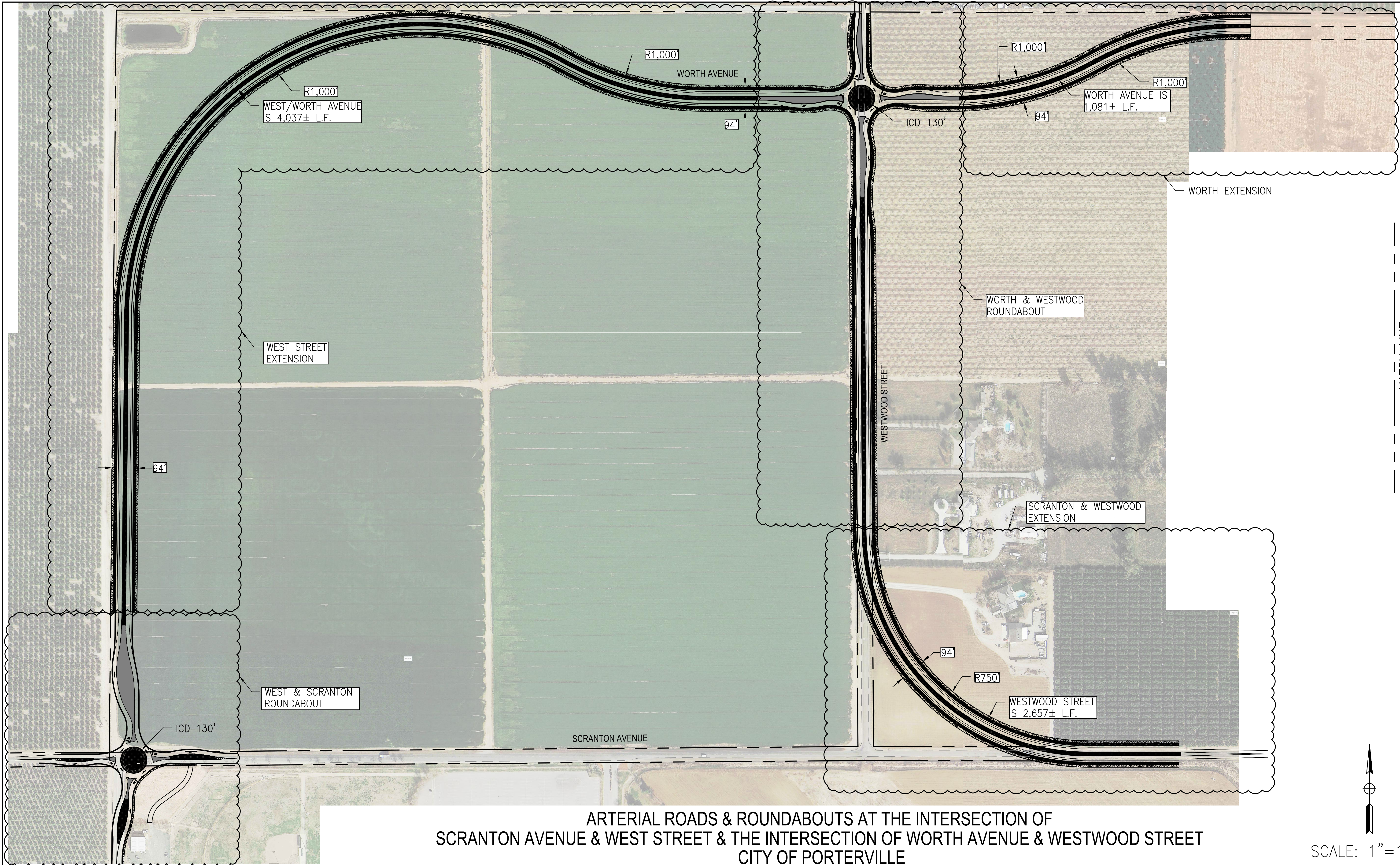
<u>CLASSIFICATION</u>	<u>RATE</u>
Principal Civil Engineer	\$215/hr
Senior Civil Engineer	\$205/hr
Civil Engineer	\$185/hr
Land Surveyor	\$165/hr
Staff Engineer	\$160/hr
Draftsperson/Technician/Inspector	\$120/hr
Clerical	\$90/hr
Litigation Support	\$500/hr

REIMBURSABLES SCHEDULE
(Effective 1/1/24 to 12/31/24)

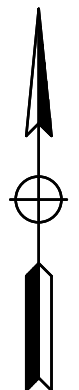
<u>DESCRIPTION</u>	<u>RATE</u>
Mileage	\$0.68/mile
Travel Subsistence	Actual Cost + 10%
Postage	Actual Cost + 10%
Reproduction	Actual Cost + 10%
Subconsultant	Actual Cost + 10%

Work requiring an accelerated schedule is subject to a 25% labor surcharge. Peters Engineering Group will furnish monthly billing for work performed in accordance with previously authorized fees and the above fee schedule. Payments shall be due upon presentation and no later than 30 days from the date of original invoice. Finance charges will apply to unpaid balances.

DWG: S:\2021\21-016\Acad\Exhibit\ROUNDABOUT & ARTERIAL RD 3-21-2024.dwg USER: SNaamouche DATE: Mar 26, 2024 4:46pm



ARTERIAL ROADS & ROUNDABOUTS AT THE INTERSECTION OF
SCRANTON AVENUE & WEST STREET & THE INTERSECTION OF WORTH AVENUE & WESTWOOD STREET
CITY OF PORTERVILLE



SCALE: 1"=160'

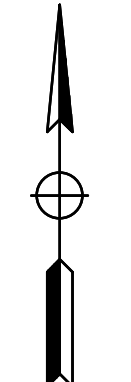
MATCH LINE
SEE FIGURE A-2

SEE FIGURE A-1
MATCH LINE



MATCH LINE
SEE FIGURE A-2

ARTERIAL ROADS & ROUNDABOUTS AT THE INTERSECTION OF
SCRANTON AVENUE & WEST STREET & THE INTERSECTION OF WORTH AVENUE & WESTWOOD STREET
CITY OF PORTERVILLE

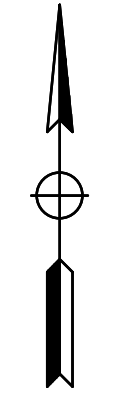


SCALE: 1"=160'

SEE FIGURE A-2
MATCH LINE



ARTERIAL ROADS & ROUNDABOUTS AT THE INTERSECTION OF
SCRANTON AVENUE & WEST STREET & THE INTERSECTION OF WORTH AVENUE & WESTWOOD STREET
CITY OF PORTERVILLE



SCALE: 1"=160'



CITY COUNCIL AGENDA – APRIL 2, 2024

SUBJECT: Request for Will Serve Letter – 220 S. Maurer Street

SOURCE: Community Development

BACKGROUND: The subject property located at 220 S. Maurer Street (APN 262-022-002) is located in East Porterville, outside the city limits and within the city's Urban Development Boundary. The property is currently developed with a single-family residential home. The property currently receives water via an Extraterritorial Service Agreement (ESA), as an emergency water service connection through the California Department of Water Resources (DWR) Emergency Connection Project for East Porterville in which the subject property qualified as part of the East Porterville Feasibility Study Project Area. An application for an ESA was processed on July 12, 2016 and approved. The application included an Irrevocable Agreement for Annexation (IAA #6-37) and a Deed Restriction for future development, which document was recorded at the Tulare County Recorder's office as Record Number 2016-0079802 on December 15, 2016.

COMMENT: Staff received a request for a will-serve letter in order to provide a second water connection service to existing property, for development of a future residential dwelling unit on the property.

ANALYSIS: As a condition of water service connection through the Extraterritorial Service Agreement, a deed restriction was recorded that outlined, "no expansion or modification of this use, including conversion of structures or addition of habitable structures, may be permitted without approval of the City Council of the City of Porterville". The future development of a residential dwelling unit shall comply with Tulare County's development standards.

ENVIRONMENTAL REVIEW: On March 21, 2024, the Environmental Coordinator made a determination that the project is exempt from CEQA as a ministerial project as it consists solely of the approval of an individual utility service connection (CEQA Guidelines §15268(b)(4)).

RECOMMENDATION: That the City Council adopt the draft resolution approving the second water service connection.

ATTACHMENTS: 1. 220 S Maurer Locator Map

2. Site Plan
3. ESA 6-37
4. Irrevocable Agreement for Annex. to City of
Porterville_Recorded 6-37
5. Draft Resolution

Appropriated/Funded:

Review By:

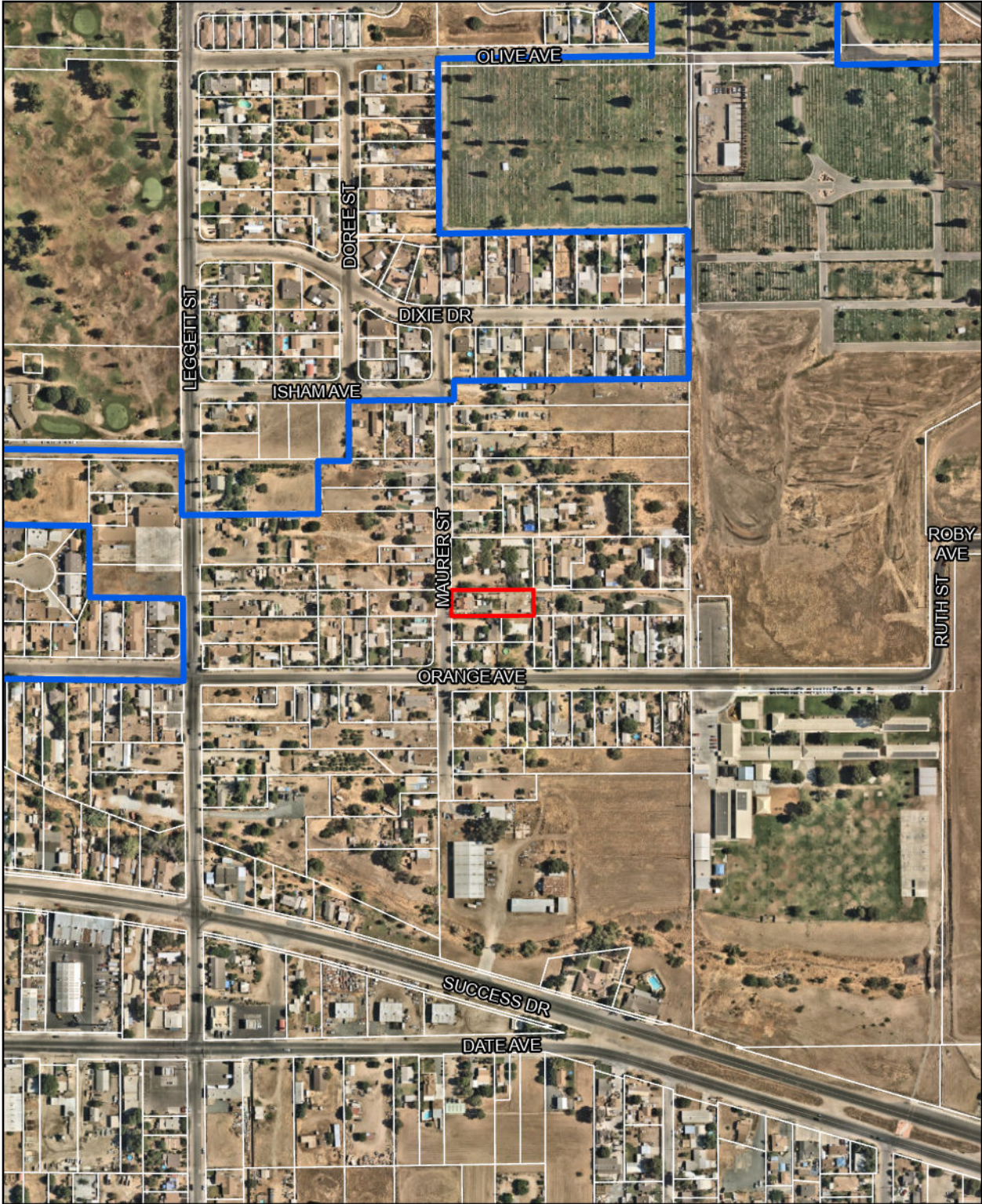
Department Director:

Claudia Calderon, Acting Community Development Director

Final Approver: Patrice Hildreth, City Manager

Locator Map

220 S Maurer St



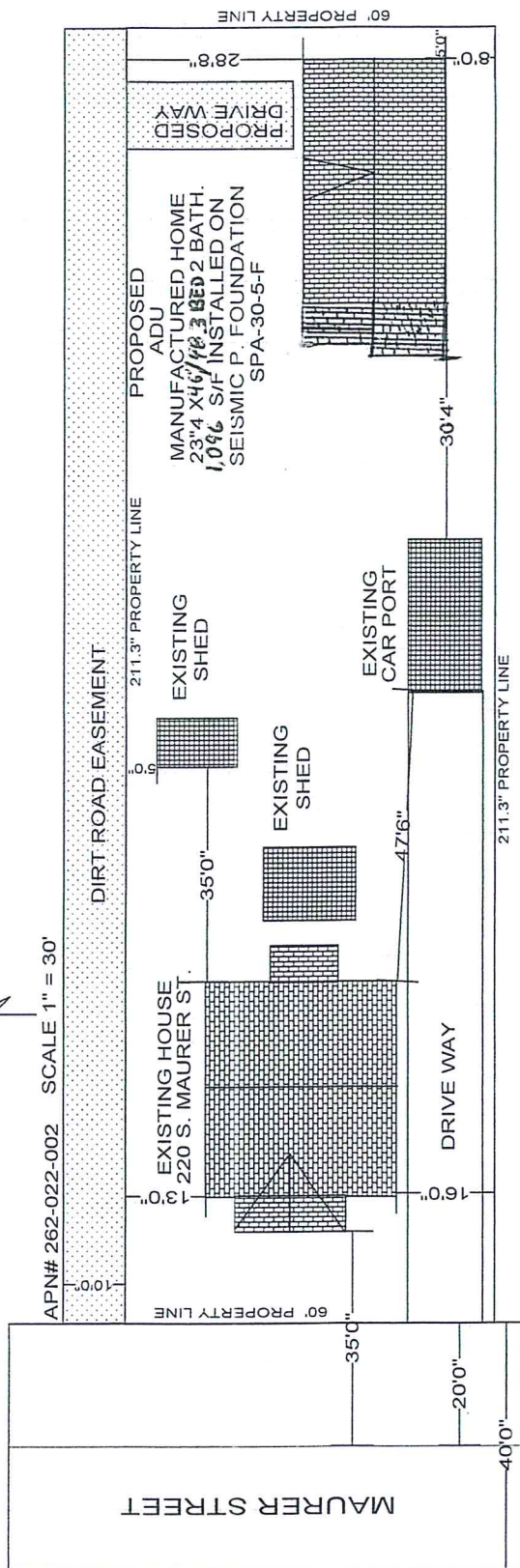
-  Project Location
-  City Limits

1 in = 400 feet





APN# 262-022-002 SCALE 1" = 30'



Samuel Vazquez
Salvador Vazquez
APN # 262-022-002
220 S. Maurer St.
559-789-7562



6-37

CITY OF PORTERVILLE

APPLICATION FOR EXTRATERRITORIAL SERVICE AGREEMENT FOR EAST PORTERVILLE DWR EMERGENCY CONNECTIONS

PROJECT ADDRESS AND NEAREST CROSS STREETS:

220 S MAURER ST

NAME, MAILING ADDRESS AND TELEPHONE NUMBER OF PROPERTY OWNER(S):

VAZQUEZ SALVADOR A

PO BOX 248

PORTERVILLE CA 93258

559-789-7562/559-909-2626

NAME, MAILING ADDRESS AND TELEPHONE NUMBER OF APPLICANT /CONTACT PERSON:

This Agreement will be in place until the date a future annexation of the property into the City of Porterville becomes effective.

The applicant for an Extraterritorial Service Agreement shall provide a concise and complete recital of the existing state of the property requesting connection to municipal services. Such information may include

- a. Site plans and/or photographs representing the subject property and its immediate surroundings as it exists at the date of application;
 - b. Legal description of the parcel of land that will be the subject of Extraterritorial Service Agreement;
 - c. Any deed restrictions existing or being imposed upon the parcel(s) of land for development, and a description of any reservation or dedication of land for public purposes. The City of Porterville will assist in the phasing as needed. It is understood the deed restrictions may change based upon a change in circumstances; and
 - d. Any further information that the City may require because of the particular nature or location of the development.
-
-

OWNER'S DECLARATION

STATE OF CALIFORNIA)
) ss
COUNTY OF TULARE)

I, VAZQUEZ SALVADOR A, being duly sworn, declare and say that I am the owner of part (or all) of the property involved and that this application has been prepared in compliance with the requirements of the Porterville City Council as printed herein and that the foregoing information thoroughly and completely, to the best of my ability, presents the argument in behalf of the application except as to the matters stated to be on my information and belief.

I declare under penalty of perjury that the foregoing is true and correct, executed at

Porterville this 12th day of July, 2016.

Telephone 559-789-7562/559-909-2626

Signed

Sal Vazquez

Mailing Address PO BOX 248

PORTERVILLE CA 93258

This is to certify that the foregoing application has been inspected by me and found to be complete and acceptable for filing with the Porterville City Council.

Received

7/25/16

Date

Project No. 6-37

By

J. M. Byers

Zoning Administrator

REQUIREMENTS FOR FILING APPLICATION FOR EXTRATERRITORIAL SERVICE AGREEMENT

- 1. Extraterritorial Service Agreement Application Form**
- 2. Legal Description of Parcel**
- 3. List of any Deed Restrictions**
- 4. Irrevocable Agreement to Annex**
- 5. Plot Plan, Drawings and Photographs**
- 6. Filing fee as identified in Fee Schedule**

The Extraterritorial Service Agreement Application form must be filled out completely. The application must be signed by the owner or authorized agent under penalty of perjury in the space provided on Page 3.

Submit this information and the application to the City of Porterville Community Development Department, Planning Division, 291 N Main Street, Porterville, California. The application must be complete in every respect, with all questions answered completely, before the Zoning Administrator can receive and certify the petition.

This application is not a permit. A public hearing will be held on your application.



Submittal Requirements for Irrevocable Agreement for Annexation to the City of Porterville

The following items are to be submitted at the time of application. However, prior to actual filing, all applicants are encouraged to contact the Planning Division of the Community Development Department at (559) 782-7460 or planning@ci.porterville.ca.us to schedule a pre-filing meeting at which time a planner can provide assistance regarding form and content of review submittals as well as information regarding City codes and policies.

The following items are to be submitted with this application. Please see attached application for details.

1. Completed application form;
2. Filing fees;
3. Legal description of land parcel(s);
4. Copy of recorded Grand Deed(s).

City of Porterville

Application for Irrevocable Agreement for Annexation to the City of Porterville

IAA# 6-37 Submittal Date 07/12/2016

Fee \$357.35 PRC# N/A

Property Owner VAZQUEZ SALVADOR A

Phone 559-789-7562/559-909-2626

Mailing Address PO BOX 248, PORTERVILLE CA 93258

Total Acreage of the Project (Gross/Net) 0.35

Assessor's Parcel Number(s) for Property 262022002

Address of Property 220 S Maurer---

Existing County General Plan Designation R-A Zoning R-A-M

Current City General Plan Designation Low Density Residential Zoning RS-2 (Low Density Residential)

Please complete the following:

I/We the undersigned owner(s) of the above described property hereby request that the City Manager of the City of Porterville review, approve, and sign the Irrevocable Agreement for Annexation to the City of Porterville for the property(ies) described herein.

Sal Vazquez 7-12-16
Signature 1 Date
P.O. Box 248
Street Address
Porterville, CA 93258
City, State, Zip

Signature 2 Date

Street Address

City, State, Zip

Signature 3 Date

Street Address

City, State, Zip

Signature 4 Date

Street Address

City, State, Zip

Recording Requested by and
Upon Recordation return to:

City of Porterville
ATTN: Community Development Department
291 N Main Street
Porterville, CA 93257

Per Gov. Code §6103 no recording fee.
This is for the benefit of the City of Porterville.

IAA# 6-37

Irrevocable Agreement for annexation to the City of Porterville

This agreement is made this 12 day of July, 2016, between Salvador A Varquez hereinafter referred to as "Owner", and the City of Porterville, hereinafter referred to as "City".

Whereas, Owner is the owner of the real property consisting of approximately 0.349 gross acres located at 220 S MAURER ST, Porterville, California, and is further described as follows: See attached deed restriction being further described as Assessor's Parcel Number 262022002.

Whereas, Owner requires use of the City Water system and the right to connect to the existing Water main which is contiguous to said property, or will be designed and installed by the State of California Department of Water Resources; and

Whereas, Owner is willing to permit the annexation of its property to the City of Porterville; and

Whereas, the City is willing to consent to the connection of said property to the Water main on the conditions that Owner permit said annexation to the City at the earliest possible time and record the attached deed restrictions to effectively limit changes in use or capacity of the site; and

Whereas, the City may proceed with the annexation of Owner's property plus other property, but said annexation will cause delay, which delay would create a substantial hardship for Owner.

Now, therefore, Owner does agree as follows:

1. Owner hereby gives its irrevocable consent to annexation of its property to the City at such time as the annexation may be properly approved through appropriate legal proceedings, and Owner does further agree to provide all reasonable cooperation and assistance to the City in the annexation proceedings. Said cooperation is contemplated to include signing any applications or consent prepared by the City and submitting any evidence reasonably within the control of Owner to the various hearings required for the annexation. Said cooperation does not include, however, any obligation on behalf of Owner to institute any litigation or judicial proceedings whatsoever to compel annexation to the City.
2. The City hereby agrees to authorize the connection of said property to the City's Water main located in Maurer St.

3. Concurrent with connection to utilities, the State of California, on Owner's behalf, agrees to pay a fair share of annexation fees and other costs related to infrastructure as would ordinarily be charged on the annexation of property to the City, and as outlined in the fee schedule adopted by the City.
4. In addition to fees described above, the State of California, on Owner's behalf, shall pay all fees and charges and make all deposits required by City to connect to and use the Water. Those fees shall include, but not be limited to, the following:

- LAFCo fee: (\$121 per phase, paid separately)
- Extraterritorial Service Agreement fee (\$150 + \$0.0136 per s.f.) = \$ 357.35

Said fees shall be valid for a period of one year from the date of execution of this Agreement and shall be paid prior to the issuance of a Water connection permit. Fees paid after one year of the date of execution of this Agreement shall be subject to the fee amount in effect at that time. Owner agrees to be bound by all City ordinances, rules, and regulations respecting the Water system.

5. This agreement shall be recorded.
6. Owner executes this agreement on behalf of itself, its successors and assigns, and said Agreement shall be irrevocable without the prior written consent of both parties hereto.

Executed this 12 day of July, 2016

Owner: Salvador A. Vazquez

VAZQUEZ SALVADOR A

PO BOX 248

PORTERVILLE CA 93258

By: _____

City: Julio Phillips

The City Manager and Mayor of the City of Porterville have been authorized to execute this Agreement of behalf of the City of Porterville

[Signature]
City Manager of the City of Porterville

[Signature]
Mayor of the City of Porterville

Pls see attached acknowledgement

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of Tulare

On July 12, 2016 before me, Rachel M. Ayala, Notary Public,
(Here insert name and title of the officer)

personally appeared Salvador Arellano Vazquez,

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

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

WITNESS my hand and official seal.

Rachel M. Ayala
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

Deedable Agreement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 3 Document Date 7/12/16

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

Deed Restriction for IAA # 6-37

220 S MAURER ST, Porterville CA 93257

APN 262022002 (as of April 29, 2016), as further identified by the legal description recorded in

Grant Deed: 2007-0049662 on, 5/25/2007.

The property is currently developed with residential structures, including 1 habitable units.

As a condition of the extraterritorial service agreement, no expansion or modification of this use, including conversion of structures or addition of habitable structures, may be permitted without approval of the City Council of the City of Porterville. The keeping of animals may be maintained in accordance with Tulare County Animal Control and Land Use ordinances, until one year following the date of annexation.

Connection to and use of the municipal water system is subject to all water conservation requirements imposed by the City of Porterville, as well as the requirement to abandon wells upon municipal service connection. A parcel smaller than 5 acres with a Porterville Municipal Water Service Connection shall not receive water from a private well, nor develop additional wells in the future.

Any existing deed restriction shall not be affected in any way by the document recorded herewith.

Recording Requested by and
Upon Recordation return to:

City of Porterville
ATTN: Community Development Department
291 N Main Street
Porterville, CA 93257

Per Gov. Code §6103 no recording fee.
This is for the benefit of the City of Porterville.

IAA# 6-37

4

2016-0079802

Recorded Official Records County of Tulare ROLAND P. HILL Clerk Recorder	REC FEE	0.00
MB		Page 1 of 4

08:01AM 15-Dec-2016

Irrevocable Agreement for annexation to the City of Porterville

This agreement is made this 12th day of July, 2016, between Salvador A Varquez hereinafter referred to as "Owner", and the City of Porterville, hereinafter referred to as "City".

Whereas, Owner is the owner of the real property consisting of approximately 0.349 gross acres located at 220 S MAURER ST, Porterville, California, and is further described as follows: See attached deed restriction being further described as Assessor's Parcel Number 262022002.

Whereas, Owner requires use of the City Water system and the right to connect to the existing Water main which is contiguous to said property, or will be designed and installed by the State of California Department of Water Resources; and

Whereas, Owner is willing to permit the annexation of its property to the City of Porterville; and

Whereas, the City is willing to consent to the connection of said property to the Water main on the conditions that Owner permit said annexation to the City at the earliest possible time and record the attached deed restrictions to effectively limit changes in use or capacity of the site; and

Whereas, the City may proceed with the annexation of Owner's property plus other property, but said annexation will cause delay, which delay would create a substantial hardship for Owner.

Now, therefore, Owner does agree as follows:

1. Owner hereby gives its irrevocable consent to annexation of its property to the City at such time as the annexation may be properly approved through appropriate legal proceedings, and Owner does further agree to provide all reasonable cooperation and assistance to the City in the annexation proceedings. Said cooperation is contemplated to include signing any applications or consent prepared by the City and submitting any evidence reasonably within the control of Owner to the various hearings required for the annexation. Said cooperation does not include, however, any obligation on behalf of Owner to institute any litigation or judicial proceedings whatsoever to compel annexation to the City.
2. The City hereby agrees to authorize the connection of said property to the City's Water main located in Maurer St.

3. Concurrent with connection to utilities, the State of California, on Owner's behalf, agrees to pay a fair share of annexation fees and other costs related to infrastructure as would ordinarily be charged on the annexation of property to the City, and as outlined in the fee schedule adopted by the City.
4. In addition to fees described above, the State of California, on Owner's behalf, shall pay all fees and charges and make all deposits required by City to connect to and use the Water. Those fees shall include, but not be limited to, the following:

- LAFCo fee: (\$121 per phase, paid separately)
- Extraterritorial Service Agreement fee (\$150 + \$0.0136 per s.f.) = \$ 357.35

Said fees shall be valid for a period of one year from the date of execution of this Agreement and shall be paid prior to the issuance of a Water connection permit. Fees paid after one year of the date of execution of this Agreement shall be subject to the fee amount in effect at that time. Owner agrees to be bound by all City ordinances, rules, and regulations respecting the Water system.

5. This agreement shall be recorded.
6. Owner executes this agreement on behalf of itself, its successors and assigns, and said Agreement shall be irrevocable without the prior written consent of both parties hereto.

Executed this 12 day of July, 2016

Owner: Salvador A. Vazquez

VAZQUEZ SALVADOR A

PO BOX 248

PORTERVILLE CA 93258

By: _____

City: Julio Phillips
Community Development Manager

The City Manager and Mayor of the City of Porterville have been authorized to execute this Agreement of behalf of the City of Porterville

J. S. L...
City Manager of the City of Porterville

Phil Stone
Mayor of the City of Porterville

Pls see attached acknowledgement

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of Tulare

On July 12, 2016 before me, Rachel M. Ayala, Notary Public,
(Here insert name and title of the officer)

personally appeared Salvador Arellano Vazquez,

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

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

WITNESS my hand and official seal.

Rachel M. Ayala
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Irrevocable Agreement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 3 Document Date 7/12/16

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/~~she~~/~~they~~, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

Deed Restriction for IAA # 6-37

220 S MAURER ST, Porterville CA 93257

APN 262022002 (as of April 29, 2016), as further identified by the legal description recorded in

Grant Deed: 2007-0049662 on, 5/25/2007.

The property is currently developed with residential structures, including 1 habitable units.

As a condition of the extraterritorial service agreement, no expansion or modification of this use, including conversion of structures or addition of habitable structures, may be permitted without approval of the City Council of the City of Porterville. The keeping of animals may be maintained in accordance with Tulare County Animal Control and Land Use ordinances, until one year following the date of annexation.

Connection to and use of the municipal water system is subject to all water conservation requirements imposed by the City of Porterville, as well as the requirement to abandon wells upon municipal service connection. A parcel smaller than 5 acres with a Porterville Municipal Water Service Connection shall not receive water from a private well, nor develop additional wells in the future.

Any existing deed restriction shall not be affected in any way by the document recorded herewith.

RESOLUTION NO. ____-2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING A SECOND SERVICE FOR MUNICIPAL WATER FOR PROPERTY
LOCATED AT 220 S. MAURER STREET**

WHEREAS: The California State Water Resources Control Board, in coordination with the Department of Water Resources, conducted a feasibility study to define a long-term solution to the water-related issues in East Porterville.; and

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of April 19, 2016 amended the procedures for annexation and extension of municipal services via Resolution 19-2016: and

WHEREAS: The property located at 220 S. Maurer Street (APN 262-022-002) qualified under the East Porterville Feasibility Study Project Area and an Extraterritorial Service Agreement (ESA) was processed on July 12, 2016; and

WHEREAS: The Extraterritorial Service Agreement (ESA) included an Irrevocable Agreement for Annexation, IAA # 6-37, and a Deed Restriction, which document was recorded at the Tulare County Recorder's on December 15, 2016 as Record Number 2016-0079802; and

WHEREAS: The Deed Restriction outlined, "no expansion or modification of this use, including conversion of structures or addition of habitable structures may be permitted without approval of the City Council of the City of Porterville"; and

WHEREAS: The future development of a residential dwelling unit complies with Tulare County's development standards; and

WHEREAS: This project is exempt from CEQA pursuant to CEQA Guidelines Section §15268, Ministerial Projects.

NOW, THEREFORE, BE IT RESOLVED: That the City Council does hereby approve the request for a second water service for the future development of a residential dwelling unit:

1. All water service connections shall comply with all applicable codes, including but not limited to Porterville Municipal Code Section 26-2, which requires the abandonment of wells upon municipal service connection.
2. A back-flow device is required on the water meter.
3. The developer/applicant shall comply with the City standard for "backflow" prevention pursuant to Resolution No. 9615.

PASSED, APPROVED AND ADOPTED this 2nd day of April, 2024.

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

By:_____
Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk



CITY COUNCIL AGENDA – APRIL 2, 2024

SUBJECT: Intent to Set a Public Hearing - Vacation of a Portion of College Avenue

SOURCE: Engineering and Project Management

COMMENT: The City has received a request to vacate an improved segment of College Avenue at Main Street. Attached is a locator map and legal description that illustrates the location of the public street to be vacated. Porterville College is implementing their Facilities Master Plan for the campus and as part of that plan, the circulation on College Avenue will no longer extend onto Main Street as a new road (Triunfo Avenue) is planned to connect Main Street and Plano Street south of Jamison Stadium. The roads for College Avenue and Triunfo Avenue will be constructed by Porterville College to City Standards.

Staff has reviewed the request to vacate the portion of College Avenue and believes that there are no problems with any other reversionary rights. The street vacation is necessary for the proposed orderly development of the Porterville College Facilities Master Plan.

All fees have been paid, and if the Council takes action to vacate a portion of the public street, the utility companies will be notified of the intent to vacate the portion of College Avenue. An easement will be retained for utilities that exist within the boundaries of College Avenue that is to be vacated.

The City Council previously approved Resolution No. 05-2024 and set the Council Meeting of March 19, 2024, as the time and place for the Public Hearing for the intent to vacate and close to public use an improved segment of College Avenue at Main Street. The required legal notice for said hearing was not appropriately noticed in the paper. As such, the previously approved resolution must be rescinded, a new draft resolution considered for approval, and a new date designated as the place and time for the public hearing.

RECOMMENDATION: That the City Council:

1. Approve the draft resolution rescinding Resolution No. 05-2024; and
2. Approve the draft resolution of intent to abandon a portion of College Avenue; and
3. Set the Council Meeting of May 7, 2024, as the time and place for the Public Hearing.

ATTACHMENTS:

1. Draft Resolution - Rescinding Resolution No. 05-2024
2. Draft Resolution - Intent To Vacate Portion of College

- Avenue
- 3. Locator Map
- 4. Legal Description
- 5. Porterville College Facilities Master Plan Exhibit

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager

RESOLUTION NO.____- 2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE RESCINDING RESOLUTION NO. 05-2024**

WHEREAS, on February 20, 2024, the City Council approved and adopted Resolution No. 05-2024 concerning the intent to vacate and close to public use an improved segment of College Avenue at Main Street in the City of Porterville, County of Tulare, State of California; and

WHEREAS, Resolution No. 05-2024 also set forth the time and place of the public hearing for members of the public to let their voices be heard as to the proposed vacation, abandonment, and closure to public use of said public right of way; and

WHEREAS, due to issues with the noticing of the public hearing, the hearing was not conducted, and therefore members of the public were unable to be heard and the public hearing needs to be rescheduled.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville does hereby rescind Resolution No. 05-2024 in its entirety.

PASSED, APPROVED AND ADOPTED this 2nd day of April, 2024.

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

By: _____
Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk

RESOLUTION NO. ____ - 2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
OF INTENTION TO VACATE AND CLOSE TO PUBLIC USE AN IMPROVED
SEGMENT OF COLLEGE AVENUE AT MAIN STREET**

SECTION 1: The Council of the City of Porterville, California, pursuant to Division 9, Part 3, Section 830, of Streets and Highways Code of the State of California, does hereby resolve as follows, to-wit:

That it is the intention of the Council of the City of Porterville to abandon and close to public use that certain right of way located in the City of Porterville, County of Tulare, State of California, and known generally as an improved portion of College Avenue at Main Street.

SECTION 2: A map or plan of said public rights of way intended to be vacated, abandoned and closed to public use is on file in the office of the City Clerk of the City of Porterville, reference to which is hereby made.

SECTION 3: The public convenience and necessity requires the reservation of easements and rights of way for public utility facilities enumerated in Section 8334.5 of the California Streets and Highways Code;

SECTION 4: The City of Porterville, in abandonment of said public rights of way to public use, reserves and excepts from the vacation the permanent easement and right at any time, or from time to time to construct, maintain, operate, replace, remove and renew sanitary sewers, water lines, and storm drains and appurtenant structures in, upon, over, and across said street or part thereof proposed to be vacated and pursuant to any existing franchises or renewals thereof, or otherwise, to construct, maintain, operate, replace, remove, renew and enlarge lines of pipes, conduits, cables, wires, poles and other convenient structures, equipment and fixtures for the operation of gas pipe lines, telegraph and telephone lines, railroad lines, and from the transportation or distribution of electric energy, petroleum and its products, ammonia, water and incidental purposes, including the access and the right to keep the property free from flammable

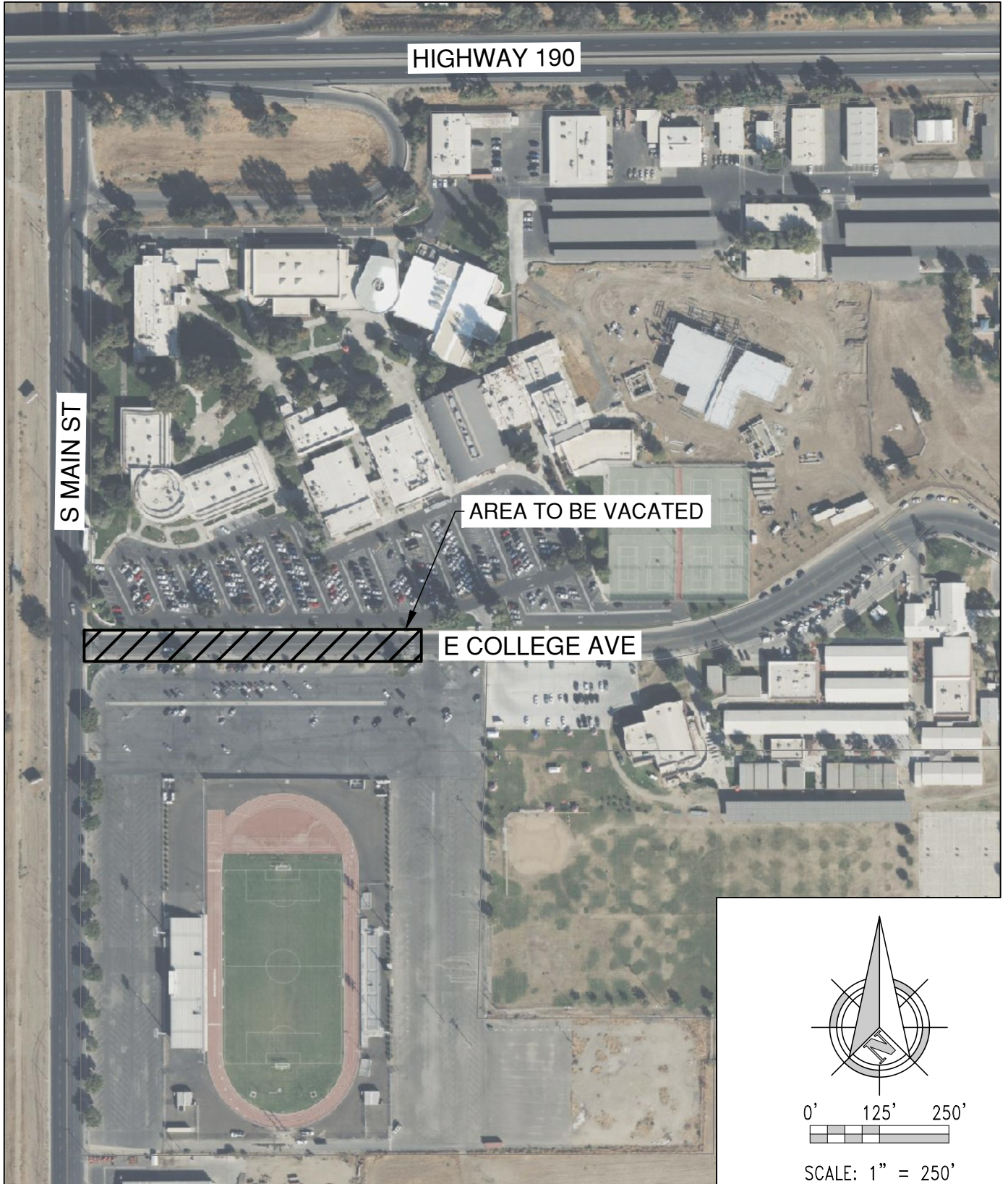
materials and wood growth, and otherwise protect the same from all hazards in, upon and over the street or part thereof herein proposed to be vacated.

SECTION 5: Notice is further given that on Tuesday, the 7th day of May, 2024, at 6:30 p.m., or as soon thereafter as the matter can be heard, in the Council Chambers at City Hall in the City of Porterville, at 291 North Main Street, is hereby fixed for the time and place for hearing any objections to the vacation, abandonment and closing to public use of said public rights of way.

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

By: _____
Fernando Gabriel-Moraga, Deputy City Clerk



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

PROPOSED COLLEGE AVE VACATION

DRAWN BY	GG
CHECKED BY	
SCALE	1" = 250'
DATE	2/13/2024

SHEET
1
OF
1

EXHIBIT "A"
LEGAL DESCRIPTION
COLLEGE AVENUE RIGHT-OF-WAY VACATION

BEING A PORTION OF THE PROPERTY CONVEYED TO THE COUNTY OF TULARE FOR ROAD PURPOSES AS RECORDED SEPTEMBER 30, 1950 IN BOOK 1471, PAGE 300, TULARE COUNTY OFFICIAL RECORDS; ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE & MERIDIAN, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A BRASS CAP IN CONCRETE ACCEPTED AS THE WEST QUARTER CORNER OF SAID SECTION 1, THENCE ALONG THE WEST LINE THEREOF, NORTH 0°13'16" EAST A DISTANCE OF 1540.33 FEET; THENCE DEPARTING LAST SAID WEST LINE, SOUTH 89°46'44" EAST A DISTANCE OF 206.05 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 248 (MAIN STREET, 79' WIDE), SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF COLLEGE AVENUE AND ALSO BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID NORTH RIGHT OF WAY LINE

NORTH 89°49'06" EAST, A DISTANCE OF 651.44 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 52.00 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH 38°32'41" EAST; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE AND

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 73°20'14" AND AN ARC DISTANCE OF 66.56 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COLLEGE AVENUE; THENCE ALONG LAST SAID SOUTH RIGHT OF WAY LINE

SOUTH 89°49'06" WEST, A DISTANCE OF 635.62 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 248 (MAIN STREET); THENCE ALONG LAST SAID EAST RIGHT OF WAY LINE

NORTH 0°01'54" EAST, A DISTANCE OF 60.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 38,177 SQUARE FEET, MORE OR LESS.



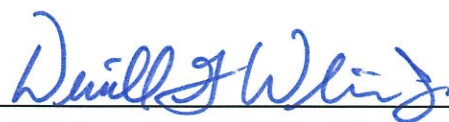
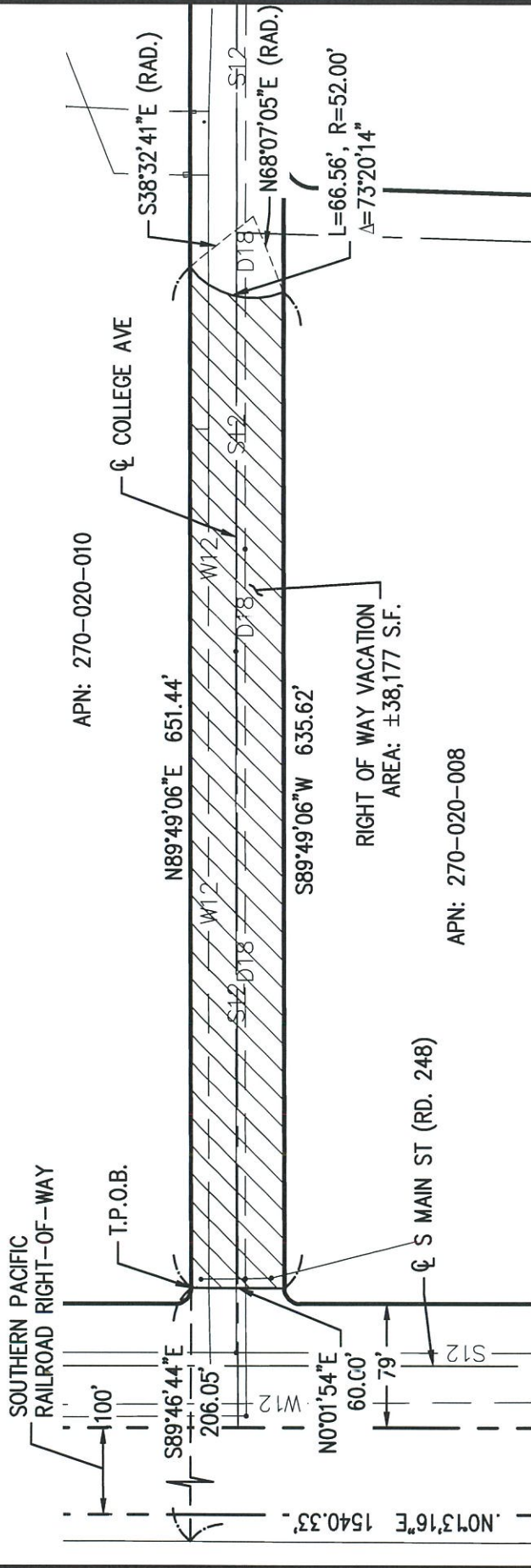

DERRILL G. WHITTEN JR., PLS 7816 2/11/2022

EXHIBIT "B"

COLLEGE AVENUE - RIGHT OF WAY VACATION

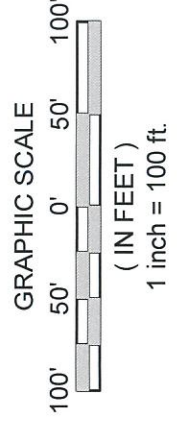
THIS MAP IS PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY



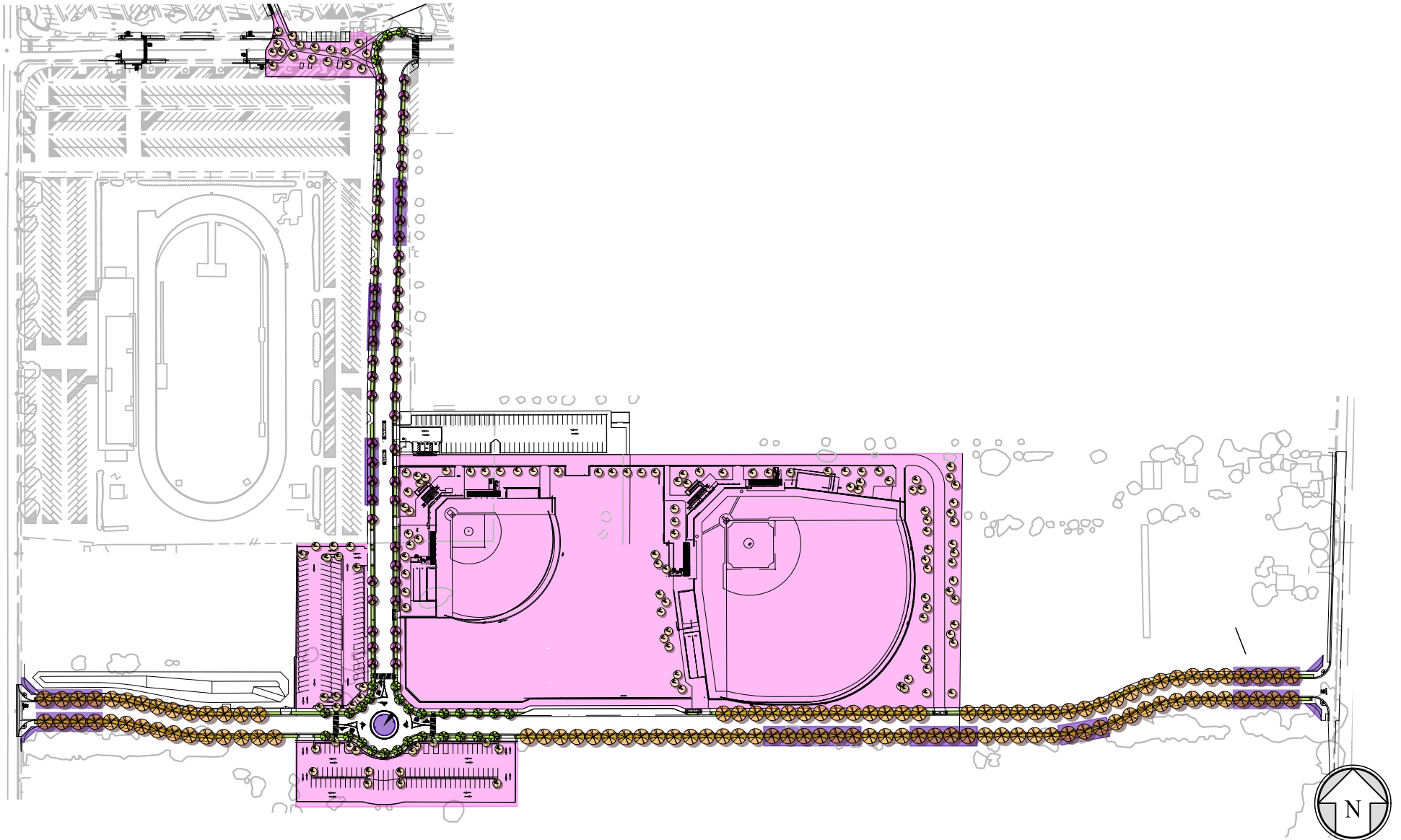
P.O.C.
BRASS CAP IN CONCRETE
W/4 CORNER OF SEC. 1, 22/27

LEGEND

P.O.C. POINT OF
COMMENCEMENT
T.P.O.B. TRUE POINT
OF BEGINNING



Derrill G. Whitten Jr.
DERRILL G. WHITTEN JR., PLS NO. 7816
2/11/2022
DATE



NTS

5/22/23



PORTERVILLE COLLEGE **COLLEGE AVENUE AND TRIUNFO STREET**





CITY COUNCIL AGENDA – APRIL 2, 2024

SUBJECT: Acceptance of the University of California, Davis Grant for the Pet Pantry and Pest Control Program

SOURCE: Police

COMMENT: In December 2023, a grant proposal/application was submitted to the University of California, Davis, on behalf of the Porterville Animal Shelter for the implementation of the Pet Pantry and Pest Control Program. The Davis Campus School of Veterinary Medicine administers the grant on behalf of its Koret Shelter Medicine Program. The grant focuses on decreasing owner surrenders by collaborating with our city and animal services partners to offer food and preventative medications for the care of animals.

On February 21, 2024, the Porterville Police Department received notification from the University of California, Davis, that funding in the amount of \$81,561 had been approved for the Porterville Animal Shelter. As noted, the funding will cover costs associated with medication for the reclaiming of animals, and adoption-related activities including; food, storage of food, and necessary medication requirements for animals. Police Department staff has already begun collaborating with our community partners who are actively engaged in partnership with the Porterville Animal Shelter to assist in administering the aforementioned animal-related services in accordance with the grant. The proposed grant will fund the Pet Pantry and Pest Control Program through December 31, 2024.

RECOMMENDATION: That the City Council accept the grant from the University of California, Davis, in the amount of \$81,561.

ATTACHMENTS: 1. UC Davis Grant (2024)

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Patrice Hildreth, City Manager

SHELTER SERVICES AGREEMENT
(Porterville Animal Shelter)

THIS SHELTER SERVICES AGREEMENT (“**Agreement**”) is made and entered into as of the date last signed below by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“**University**”) on behalf of its Davis Campus School of Veterinary Medicine on behalf of its Koret Shelter Medicine Program (“**Facility**”) and PORTERVILLE ANIMAL SHELTER (“**Shelter**”) in connection with the California for All Animals statewide animal shelter assistance program (“**Program**”).

The parties agree as follows:

1. **Shelter Services.** Shelter shall adhere to the scope of work described in “**Exhibit A**”, attached hereto and by this reference made a part hereof (collectively the “**Services**”). University shall reimburse Shelter for costs (“**Expenses**”) pursuant to Section 2 below and as outlined in Exhibit A. “**Deliverables**” shall consist of report(s) and photographs, as applicable, as more fully described in Exhibit A. Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.
2. **Payment by University.** In consideration of Shelter’s Expenses as described in Exhibit A, Facility shall pay Shelter an amount not to exceed \$81,561 upon invoice from Shelter and final signature of this Agreement. Payment questions should be addressed to Nancy Bei at telephone number (530) 754-9183 or at e-mail address nmbei@ucdavis.edu.
3. **Term.** Services shall be rendered from January 1, 2024 through December 31, 2024.
4. **Endorsement Disclaimer.** Nothing in this agreement shall be interpreted to indicate, imply, or otherwise suggest (i) that University supports, endorses, favors, or advances, any product or service offered, connected, or affiliated with Shelter; or (ii) that University endorses, favors, supports, or opposes, any proposal, measure, program of action, campaign, or public appeal that is advocated, promoted, advanced, or opposed by any other person or entity with respect to the subject matter presented by Shelter.
5. **Amendment.** This Agreement may be amended at any time by amendment in writing and signed by the parties, and no other change in any term or condition shall be valid or binding unless made by amendment.
6. **Mutual Indemnification.** The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.

7. **Insurance.** The parties at their own respective costs shall carry sufficient insurance, or programs of self-insurance (general liability, workers' compensation, and auto liability), adequate to cover any claims arising from their respective activities under this Agreement.
8. **Force Majeure.** Neither party shall be liable for damages suffered by the other party because of University's or Shelter's failure to perform if failure is due to any cause beyond that party's control.
9. **Relationship of the Parties.** The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, or representative of the other in their relationship under this Agreement.
10. **Use of University's Name.** Shelter shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
11. **Contract Compliance.** As applicable, if this Agreement is funded wholly or in part with by a grant or contract from an agency of any state or federal government, Shelter shall comply with all terms and conditions applicable to recipients of such funds and their contractors.
12. **Notice.** Any notice, request, or inquiry regarding the provisions of this Agreement, its termination, or similar matters shall be directed to the appropriate party at the following address:

UNIVERSITY (regarding contracts)
Steven Kobayashi
Business & Revenue Contracts
University of California, Davis
One Shields Ave.
Davis, CA 95616
E-mail: stkobayashi@ucdavis.edu

SHELTER (regarding contracts)
Kaja Gula-Thomas
Volunteer, Grant Writer
Porterville Animal Shelter
23611 Rd 196,
Lindsay, CA 93247
E-mail: kaja@startrescue.org

UNIVERSITY (regarding project)
Karol Tapias
School of Veterinary Medicine
University of California, Davis
One Shields Ave.
Davis, CA 95616
E-mail: ketapias@ucdavis.edu

13. **University's Right to Use Data.** University shall have the unrestricted right to use for its own purposes, including publication, any data or information which may be developed, provided by or arising in connection with the performance of this Agreement.
14. **Governing Law.** This Agreement shall be construed pursuant to California law.

15. **Federal Exclusion Warranty.** Shelter warrants that it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Champus programs (<http://exclusions.oig.hhs.gov/search.html>) and the Federal Procurement and Nonprocurement Programs (<https://www.sam.gov/index.html/##11#1>). This agreement shall be subject to immediate termination in the event that Shelter is excluded from participation in any federal healthcare or procurement program.
16. **Audit Requirements.** The Agreement, and any pertinent records involving activities related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. Shelter hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by University and any duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement.
17. **Termination.** University may terminate this Agreement at any time by giving Shelter thirty (30) calendar days' written notice of such action. If this Agreement is terminated, Shelter shall retain any funds expended or committed for the purposes of this Agreement and will return any unexpended funds.
18. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

PORTERVILLE ANIMAL SHELTER

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: Erika Jiron
(authorized signature)

Print name: Erika Jiron

Title: Animal Control Supervisor

Date: 1/2/24

By: Steven Kobayashi
Digitally signed by Steven Kobayashi
DN: cn=Steven Kobayashi, o=Regents of the University
of California, ou=Procurement & Contracting Services,
email=stkobayashi@ucdavis.edu, c=US
Date: 2024.01.19 17:25:39 -08'00'

Steven Kobayashi, Associate Director
Business & Revenue Contracts

UC Davis

Date: January 19, 2024

Exhibit A

Scope of Work

1. Purpose of the work: *Porterville Animal Shelter will implement the Pet Pantry and Pest Patrol Program to reduce owner surrenders by providing preventative care and pet food to their community.*
2. Roles and responsibilities of each party: *Porterville Animal Shelter will provide historical data from 2018 to 2022, and annual data through 2026 to UC Davis Koret Shelter Medicine Program in support of the California for All Animals (CA4AA) program. KSMP will support the shelter to comply with data requirements. No University equipment will be used.*
3. Dates and times will the work be completed: *Work will be completed during the contract period of January 1, 2024 through December 31, 2024.*
4. Location where work will be performed: *23611 Rd 196, Lindsay, CA 93247*
5. Required deliverables: *One final report will be required upon completion of the program. Additional touch points during the grant will be discussed with project officer.*
6. Project milestones: *Program pilot to be completed by December 31, 2024.*
7. Total cost of the services: *Total of services not to exceed \$81,561. No construction costs will be funded through this grant.*

Items:

• Preventative pet medication and supplies	\$15,051
• Storage	\$2,635
• Pet food	\$63,875

Total expenses: \$81,561

8. Payment schedule: *Payment will be upon execution of the agreement.*
9. Anticipated additional work: *Additional work is not anticipated at this time.*



CITY COUNCIL AGENDA – APRIL 2, 2024

SUBJECT: National Law Enforcement Training on Child Exploitation in Atlanta, Georgia

SOURCE: Police

COMMENT: The National Law Enforcement Training on Child Exploitation (NLETC) Conference, presented by the National Internet Crimes Against Children (ICAC) Task Force, holds the finest ICAC training available each year at a conference held at different locations. This year, the City of Atlanta, Georgia, was chosen as the location for the conference.

On average, there are over 1,000 attendees from local, state, and federal agencies, including numerous from out-of-state. The fight against Child Sexual Abuse Material (CSAM) is important, ongoing, and complex. This one-of-a-kind, three-day training conference, offers several classes for law enforcement and prosecutors to learn how to prevent, combat, and investigate Internet Crimes Against Children. This year's event, which has received the approval of the United States Department of Justice, is focusing primarily on investigating and prosecuting technology-facilitated crimes against children.

In addition to receiving the invaluable training, attendees will learn from peers and industry experts, network with other officers from their state and region, and see the latest vendor technology to assist with digital investigations.

Detective Duane Cornett is the Porterville Police Department's Internet Crimes Against Children expert and is a member of the Fresno/Tulare Counties ICAC Task Force. Although the Porterville Police Department must pay travel expenses upfront, the flight, baggage fees, per-diem for all meals, and hotel accommodations are fully reimbursed by the Fresno/Tulare ICAC Task Force. Unfortunately, there are no other trainings of this caliber offered in/around California.

Pursuant to City policy, out-of-state travel by staff requires City Council approval. The police department is seeking approval to allow Detective Cornett to attend the NLETC Conference, which is scheduled to take place from June 11-13, 2024.

RECOMMENDATION: That the City Council

1. Approve the out-of-state travel for Detective Duane Cornett to attend the National Law Enforcement Training on Child Exploitation Conference in Atlanta, Georgia.

ATTACHMENTS: 1. National Law Enforcement Training on Child Exploitation

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Patrice Hildreth, City Manager



PENDING

START DATE June 11, 2024

END DATE June 13, 2024

LOCATION Atlanta, GA

CEU CREDITS 0.60

CONTACT National ICAC Task Force Program
info@icactaskforce.org
877-798-7682



**National Law Enforcement Training
on Child Exploitation**
June 11-13, 2024 | Atlanta, Georgia



TUESDAY June 11, 2024	WEDNESDAY June 12, 2024	THURSDAY June 13, 2024
<i>6:30 am - 5:00 pm</i> Registration is Open	<i>7:30 am - 5:00 pm</i> Registration is Open	<i>7:30 am - 5:00 pm</i> Registration is Open
<i>9:00 am - 10:00 am</i> Opening Ceremony	<i>8:30 am - 10:00 am</i> Workshop Sessions	<i>8:30 am - 10:00 am</i> Workshop Sessions
<i>10:00 am - 10:30 am</i> Morning Break	<i>10:00 am - 10:30 am</i> Morning Break	<i>10:00 am - 10:30 am</i> Morning Break
<i>10:30 am - 12:00 pm</i> Workshop Sessions	<i>10:30 am - 12:00 pm</i> Workshop Sessions	<i>10:30 am - 12:00 pm</i> Workshop Sessions
<i>12:00 pm - 1:30 pm</i> Lunch, on your own	<i>12:00 pm - 1:30 pm</i> Lunch, on your own	<i>12:00 pm - 1:30 pm</i> Lunch, on your own
<i>1:30 pm - 3:00 pm</i> Workshop Sessions	<i>1:30 pm - 3:00 pm</i> Workshop Sessions	<i>1:30 pm - 3:00 pm</i> Workshop Sessions
<i>3:00 pm - 3:30 pm</i> Afternoon Break	<i>3:00 pm - 3:30 pm</i> Afternoon Break	<i>3:00 pm - 3:30 pm</i> Afternoon Break
<i>3:30 pm - 5:00 pm</i> Workshop Sessions	<i>3:30 pm - 5:00 pm</i> Workshop Sessions	<i>3:30 pm - 5:00 pm</i> Workshop Sessions

This event has received U.S. DOJ approval.
***Non-refundable travel should not be booked until formal confirmation
of your approval to attend is received via email.***



TRAINING RESOURCES

INTERNET SAFETY

Training Information



National Law Enforcement Training on Child Exploitation

 Jun 11-13, 2024 | 
Atlanta, GA



DETAILS

VENUE AND LODGING

About the Venue

Hilton Atlanta
255 Courtland St NE
Atlanta, GA 30303

Lodging Options

A block of rooms have been reserved at the Hilton Atlanta at the government rate of \$173/night plus taxes and fees. To make a reservation, please do so by **Wednesday, May 15th** using this link - [Make a reservation here.](#)

Please note: the room block will fill up quickly. As more rooms become available, registrants will be notified via email.



Porterville Police Department
350 North D St

Porterville, CA 93257
[559-972-8479](tel:559-972-8479)

dcornett@ci.porterville.ca.us
[559-972-8479](tel:559-972-8479)

Approver: Jose Dominguez
jdominguez@ci.porterville.ca.us
[559-782-7400](tel:559-782-7400)

CONTACTS

Task Force
Contacts

OJJDP Contacts

Terms of Use

Policies

Federal Funding
Disclaimer



 [877-798-7682](tel:877-798-7682)

 info@icactaskforce.org

National Law Enforcement Training of Child Exploitation in Atlanta, GA

Nichols, Sharon <Sharon.Nichols@fresnosheriff.org>

Tue 2/27/2024 9:24 AM

Cc: Beggs, Patrick <Patrick.Beggs@fresnosheriff.org>

This sender is trusted.

Good afternoon All,

The Central California ICAC would like to extend an invitation to six members of the ICAC task force that works Child Sexual Abuse Material (CSAM) to attend the National Law Enforcement Training of Child Exploitation in Atlanta, GA June 11-13th 2024. The National Law Enforcement Training on Child Exploitation is a national training event designed to expand the efforts and knowledge base of law enforcement investigators and prosecutors by providing specialized training focused on investigating and prosecuting technology-facilitated crimes against children.

Depending on how much interest we receive and number of people who can attend, there could be a selection process. The selection process will be based on your performance measures which will include forensic examinations, cybertips assigned/worked, arrests, etc. If you are interested in attending please reply to this email to be considered no later than March 13, 2024.

Note: Your agency would have to pay travel expenses upfront and we would reimburse your agency for flight, baggage fees, per-diem and hotel. If you are chosen to attend we have reserved a block of rooms please do not contact the hotel, your department credit card will be needed to hold a room for you. You will need to contact Sgt. Beggs with your department credit card number

Patrick.beggs@fresnosheriff.org to confirm reservations.

Unfortunately we cannot reimburse an individual person, contact Sgt. Beggs if you have any questions or need further clarification.

Regards,
Sharon



CSO Sharon Nichols
Fresno County Sheriff's Office
Central California ICAC Task Force
2200 Fresno Street
Fresno, CA 93721
(559) 760-6198 (Cell)



CITY COUNCIL AGENDA – APRIL 2, 2024

SUBJECT: Approval of Community Civic Event - Pink Heals Tulare County Chapter - Rollin' Relics Car Show - May 11, 2024

SOURCE: Finance

COMMENT: The Rollin' Relics Car Club and the Pink Heals Tulare County Chapter is requesting approval to hold the annual Rollin' Relics Car Show on Saturday, May 11, 2024, from 7:00 AM to 4:00 PM, at Veterans Park. The Rollin' Relics Car Club is asking for the ability to park show cars and set up vendor booths on the grass area along Newcomb Street and Henderson Avenue within the park.

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

RECOMMENDATION: That the City Council approve the Community Civic Event application from Pink Heals Tulare County Chapter to hold the Rollin' Relics Car Show on May 11, 2024, at Veterans Park, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A, Exhibit B, and Exhibit C.

ATTACHMENTS:

1. CCE Application and Agreement, Map, Exhibit A, Exhibit B, Exhibit C, Outside Amplifier Permit, and Certificate of Liability Insurance

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Patrice Hildreth, City Manager

CITY OF PORTERVILLE

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



(Incomplete applications can delay permit process)

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

DO YOU HAVE? Event Flyer? Yes E-mail address? dbader4909@gmail.com Website?

Application date: 3/8/24 Event date: May 11, 2024

Event time: 7:00 - 4:00pm

Name of Event: Rollin Relics Car Show

Sponsoring organization: Rollin Relics Club Phone # 791-9985

Address: 8949 Road 248, Terra Bella, Ca

Authorized representative: Leah Shiers Phone # 791-9985

Address: 8949 Road 248, Terra Bella, Ca

Event chairperson: Tim Gallagher Phone # 916 300-9394

Location of event Veterans Park

(Location map must be attached)

Description of event: Car Show

Purpose of event: Show off vintage cars

Non-profit organization status: See Attached

(IRS Determination)

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

Barricades (quantity): _____ Street sweeping Yes _____ No ☒

Police protection Yes _____ No ☒ Refuse pickup Yes _____ No ☒

Other: _____

Parks facility application required: Yes ☒ No _____ Attached ☒

Assembly permit required: Yes _____ No ☒ Attached _____

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

Appr. Deny

_____	_____	Bus. Lic. Spvr.	_____
_____	_____	Pub. Works Dir	_____
_____	_____	Comm. Dev. Dir.	_____
_____	_____	Field Svcs. Mgr.	_____
_____	_____	Fire Chief	_____
_____	_____	Parks Dir.	_____
_____	_____	Police Chief	_____
_____	_____	Risk Manager	_____

CITY OF PORTERVILLE

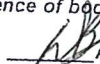
APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

What constitutes a Community Civic Event?

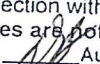
A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures. This application must be submitted NO LESS THAN 30 DAYS PRIOR to the date of the event in order to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

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

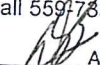
Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. The sponsoring organization/applicant's insurance coverage shall apply as primary to, and on a non-contributory basis with, any other available coverage of the City. The City of Porterville and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured. A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. This original certificate and endorsement shall be submitted to the Finance Department with the application. *The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than two million dollars (\$2,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)*

 Authorized Representative Initial

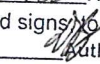
Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include full liquor liability in an amount not less than one million dollars (\$1,000,000) per occurrence. The City of Porterville shall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

 Authorized Representative Initials

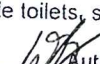
Health permit: Organization/Applicant will obtain or ensure that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health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

 Authorized Representative Initials

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

 Authorized Representative Initials

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

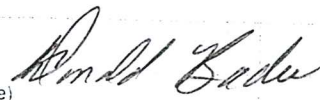
 Authorized Representative Initials

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

(Name of Organization)

Rollin Relics Car Club

(Signature)



(Date)

3/7/24

CITY OF PORTERVILLE

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

Name of event: Rollin Relics Car Show

Sponsoring organization: Pink Heals Tulare Co. + Rollin Relics Car Club

Location: Veterans Park Event date: 5/11/24 Event time: 9-3pm

All vendors are required to complete the business license permit form. List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION. Vendors with no valid City of Porterville business license are required to pay \$1 per day to the City, with the exceptions of non-profit organizations per *City of Porterville Municipal Code 15-20(E) Community Civic Events (16). This form should be completed at the time of application, but must be submitted NO LESS THAN TWO WEEKS PRIOR TO THE EVENT.

Vendor name	Address/Telephone	Business License required?	Type of Activity
A&W Restaurant	2645 Mooney Blvd Visalia 733-4445		Root Beer Floats
Twenty Dogs	314 N Albert Street 64 Exeter, Ca		Hot Dogs
Highway 99 651-1457	1454 S. Blackstone St Tulare CA		Hamburgers

*Municipal Code 15-20(E) Community Civic Events (16): Business License Fees: Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar (\$1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other unenclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services; except that no individual, company, firm, concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection E16. The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the finance department of the city, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

CITY OF PORTERVILLE

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

Name of event: Rollin Relics Car Show

Sponsoring organization: Pink Heals Tulare, Co.

Event date: May 11, 2024 Hours: 7-4pm

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

<u>Street Name</u>	<u>Closed</u>		<u>Activity</u>
	<u>From which Street</u>	<u>To which Street</u>	
	<u>No Streets need to be closed</u>		

<u>Sidewalks</u>	<u>From which sidewalk</u>		<u>Activity</u>
	<u>From which sidewalk</u>	<u>To which sidewalk</u>	
	<u>No Sidewalk or Parking lots need</u>		
	<u>To be closed</u>		

<u>Parking lots and spaces</u>	<u>Location</u>		<u>Activity</u>
	<u>Location</u>	<u>Location</u>	



- Purple indicates where the show cars will be parked.

Requirements for Community Civic Event
Pink Heals Tulare County Chapter
Rollin Relics Car Show
May 11, 2024

City Engineer: <i>D. Cervantez</i>	No comments.
Deputy City Manager: <i>C. Calderon</i>	No comments.
Public Works Director: <i>M. Knight</i>	No comments.
Fire Marshal: <i>C. Dignam</i>	Please see Exhibit C.
Parks and Leisure Services Director: <i>D. Moore</i>	Vehicles not involved in the event to park in permitted parking areas.
Police Lieutenant: <i>A. Acevedo</i>	Please see Exhibit B.
Administrative Service Director: <i>Y. Andrade</i>	Risk management requires \$2M in liability coverage. The City should also be named as an additional insured and the endorsement page evidencing that must be attached to the certificate of insurance.
Field Services Superintendent: <i>B. Spry</i>	No comments.
Field Services Superintendent – Streets: <i>J. Baeza</i>	No comments.

Requirements for Community Civic Event

Sponsor: Pink Heals Tulare County Chapter
Event: Rollin Relics Car Show
Event Chairman: Don Bader
Location: Veterans Park, Porterville Ca
Date of Event: May 11, 2024 (7:00 a.m.-4:00 p.m.)

RISK MANAGEMENT: Conditions of Approval

That the Pink Heals Tulare County Chapter or the Rollin Relics Car Club provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$2,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permitted operation and sponsorship of the aforementioned Community Civic Event.

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

**CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application**

**Rollin' Relics Car Show
May 11, 2024 / 7:00 AM—4:00 PM
Veteran's Park, Porterville**

Recommendations/Requirements:

- There shall be no sales, possession or consumption of alcoholic beverages in the park during the event.
- Food vendors, in the event that some develop during the planning of the event, should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- An Outside Amplifier Permit has been approved. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of the event, organizers shall ensure the park is promptly cleared of any vehicles, equipment, booths, or anything that could present a hazard to pedestrians or residents visiting the park.
- Participant vehicles shall not be parked on any part of any sidewalk, or otherwise block traffic or pedestrian travel.
- Event organizers shall contact Porterville Police Watch Commanders well in advance of the event for informational purposes and to identify any additional policing concerns/requirements. Contact may be made with Lieutenant Ortiz, Lieutenant Gurule or Lieutenant Hatch at (559) 782-7400.

Mark Azevedo, Lieutenant
Porterville Police Department

**CITY OF PORTERVILLE/FIRE DEPARTMENT
Community Civic Event Application**

**Rollin Relics Car Show
May 11, 2024 / 7:00AM—4:00PM
Veteran's Park, Porterville**

Proposed Conditions/Requirements:

Please ensure proper spacing of tents and canopies, no more than 400 square feet with sides, or 700 square feet without sides, must have a minimum of 12 feet between any combination of tents or canopies meeting the sizes listed.

All canopies, tarps, and tents shall have an affixed label showing compliance with the flame resistance requirements of the State of California.

All booths using electricity, preparing food, or using a generator shall have at a minimum a 2A:10B,C fire extinguisher that is properly tagged for use.

All trailers shall be separated from the towing vehicle and leveled. There shall be a minimum of 12' between units.

All food truck/trailers with a fixed extinguishing system shall have a current inspection tag on the system and the required K series extinguisher, along with the 2A:10B,C fire extinguisher.

Clayton Dignam
Fire Marshal



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

OUTDOOR FOOD BOOTH REQUIREMENTS

Authority cited: 2019 California Fire Code (CFC)

These standards apply to individual tents, temporary structures, or membrane structures less than 200 square feet in area, and canopies less than 400 square feet in area used as outdoor carnival and fair booths.

A permit is required before any tent or membrane structure larger than 400 square feet can be erected. (California Fire Code 3103.2)

Tents and membrane structures having an area in excess of 400 square feet shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the building official and fire code official.

Exceptions:

1. Tents used exclusively for recreational camping purposes.
2. Tents open on all sides which comply with all the following:
 - a. Individual tents having a maximum size of 700 square feet.
 - b. Aggregate area of multiple tents placed side by side without 12 feet clearance, not exceeding 700 square feet total.
 - c. A minimum clearance of 12 feet to all structures and other tents.

Definitions

Cooking Booth – Booth where food is prepared by a heating or cooking process such as, but not limited to, grilling, frying, barbecuing, flambe', deep fat frying, baking, warming, or boiling. **Deep fat frying** – Any cooking operation or process whereby the product floats or is submerged in hot oil during the cooking process.

Vendor Booth – Any booth other than a cooking booth.

Cooking Booth Construction and Location

- All fabrics or membranes covering cooking booths shall be California State Fire Marshal certified flame retardant and be labeled as such.
- Decorative materials shall be inherently fire resistive or shall be treated with a fire-retardant spray.
- Flooring materials used within cooking booths and cooking equipment shall be non-combustible or California State Fire Marshal certified fire-retardant. (*Exception 3/8" plywood or similar material.*)
- Each cooking booth shall have at least one exit-way, a minimum 3' wide and 6'8" high. Booth frames shall not obstruct exit paths.
- Cooking booths shall have a minimum clearance of 10' on at least two sides with clearance of at least 10' from any vendor booth.
- Minimum 12' separation required between cooking booths with an aggregate size of 400 sq.ft. with sides, or 700 sq.ft. without sides.

Cooking Equipment

- All interior cooking equipment shall be of an approved type, and open-flame cooking shall be located a minimum of 18" from booth back/side drop materials.
- Compressed gas (butane, propane, or natural) equipment shall conform to the following:
 - Shut off valves shall be provided at each fuel source;
 - Cooking appliances shall have an ON-OFF valve located far enough away from the appliance to be safely shut off in case of fire;
 - Manufactured cooking appliances shall be equipped with a Thermocouple Valve to shut off fuel if flame is extinguished;
 - The booth operator shall test all connections for leaks with soap and water solution;
 - Fuel tanks shall be protected from damage and secured in an upright position;
 - Hoses shall be of a type approved for use with the equipment and fuel type;
 - Tanks not in use shall be turned off;
 - Extra fuel tanks shall not be stored in booths;
 - Unused fuel cylinders shall be stored in a secured position.



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

Wood, Charcoal (Solid Fuels) Cooking

- Use only an electric starter or commercially sold lighter fluid.
- Charcoal cooking and storage of lighter fluid is prohibited inside booths.
- Charcoal cooking shall be located a minimum of ten **10'** away from booths and in areas away from public access.
- Charcoal cooking shall be located at least ten **10'** away from combustible structures and parked vehicles.
- Coals shall be disposed of in metal containers with lids approved by the Fire Marshal.

Deep Fat Frying, Flambé, and Wok

- Deep fat frying, flambé, and wok shall be located **no closer than 18"** from any combustible material.
- Cooking areas shall not be accessible to the public.
- Deep fat frying equipment shall be equipped with a temperature regulating device or other method of regulating temperatures approved by the Fire Marshal.
- Separation shall be maintained with a minimum of **3'** clearance between deep fat frying and flambé or open flame cooking.

Vendor Booth Construction and Location

- Each vendor booth shall have at least one exit-way, a minimum of **3'** wide by **6'8"** high. Booth frames shall not obstruct exit paths.
- Vendor booths shall have a minimum clearance of **20'** on at least one side, with clearance of at least **10'** from any cooking booth.

Electrical Power

- Generators shall be placed only in locations approved for festival use.
- Generators shall not be refueled during event hours. Extra fuel shall not be stored during event hours.
- Smoking and open flames shall be prohibited within **25'** of refueling operations.
- Extension cords shall be of a grounded type and approved for exterior use.

Fire Extinguishers

- Each cooking booth shall be equipped with a fire extinguisher with a minimum rating of **2A: 10BC**. Booths with deep fat frying or flambé cooking shall be equipped with an extinguisher rated for **class "K" fires**.
- Cooking booths shall be equipped with visible and accessible fire extinguishers mounted adjacent to the exit.
- For vendor booths, the maximum travel distance to a fire extinguisher with a minimum rating of **2A: 10BC** shall not exceed **75'**
- Each generator shall be provided with a fire extinguisher with a minimum **40BC** rating. The extinguisher shall be located near the generator and accessible at all times.
- All fire extinguishers shall be serviced and tagged annually by a State-licensed contractor.

Miscellaneous

- The Porterville Fire Department shall be provided with a site plan showing emergency access.
- All booths are subject to inspection by the Fire Department and any discrepancies will require immediate action.
- All cooking areas shall be cleaned regularly to prevent the build-up of grease.
- There shall be a competent adult in cooking booths at all times to ensure safety.
- Seating shall be a minimum of **15'** from booths with open flame devices or cooking appliances.
- The Fire Department shall be provided with a telephone number of the responsible party to contact in case of emergency on a 24 hour basis.

Fire Safety Tips

- Know where fire extinguishers are and how to use them.
- Do not leave cooking unattended.
- Do not wear loose-fitting clothing while cooking.
- Remove trash accumulation regularly.
- Keep combustible materials away from heat sources.
- **In case of an emergency dial 9-1-1.**

The attached "Food Booth Vendor Agreement" must be on site at all times and presented upon request of any Porterville Fire Department Personnel.



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

Cooking Booth Vendor Agreement

Booth/Space # _____ Business Name _____
On Site Contact Name _____ Contact Phone # _____

Cooking Booth Construction and Location

1. Tents, canopies, and decorative material shall be inherently flame-resistive and proof of certification shall be on site at all times.
2. Cooking booth floors may be concrete, asphalt, or plywood over grass and dirt.
3. An emergency access of 36" shall be maintained between the back of each cooking booth and any fencing at all times. **NO EXCEPTIONS.**

Cooking Equipment

1. Cooking with charcoal, wood, or other solid fuel shall be located a **minimum of 10'** away from booths, canopies, combustible material or any public access.
2. Deep fat frying shall be located a **minimum of 3'** away from booths, canopies, open flame cooking, combustible material or any public access.
3. Any open flame cooking shall be located a **minimum of 18"** away from any vertical surface, combustible material or any public access.
4. Extra fuel tanks shall **NOT** be stored in booths or within 5' of cooking equipment.
5. All cooking, gas powered, or electrically energized equipment shall meet manufacturer specifications and shall be free of excess cooking oils or any other combustible materials.

Miscellaneous

1. A visible and accessible, 2A:10BC fire extinguisher with a current (within the last 12 months) State Fire Marshall tag must be provided within 20' of travel in all cooking areas.
2. A visible and accessible Class K portable fire extinguisher with a current (within the last 12 months) State Fire Marshall tag must be provided in all cooking areas with deep fat frying.
3. All cooking areas shall be cleaned regularly to prevent build-up of combustible substances.
4. Extension cords shall be of a grounded type, approved for exterior use, and in good working order.
5. Smoking is not allowed at any time within food booths or within 25' of any fuel source.
6. Specialized cooking equipment is subject to approval by the Fire Marshal.

Additional Requirements:

The Porterville Fire Department has established these requirements in accordance with the California Fire Code. Your cooperation is required to maintain a high level of fire safety throughout the event. All booths are subject to fire department inspection prior to and at any time during the event. Any discrepancies to the above requirements or any conditions considered a threat to fire and life safety by the Fire Inspector may result in the immediate cessation of cooking.

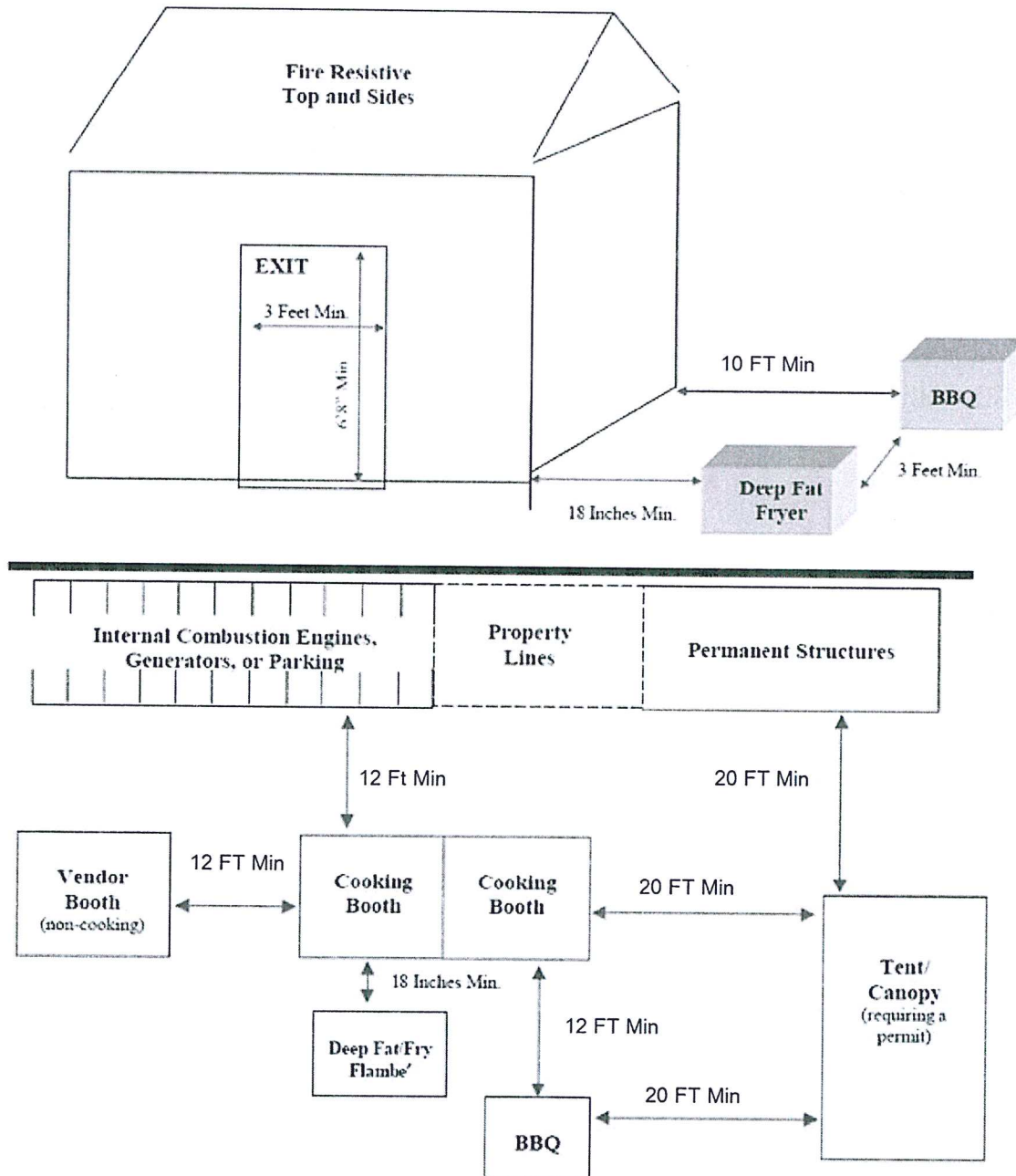
By signing below, I acknowledge that I have read and agree to comply with all requirements of this contract.

Signature _____ Date _____



PORTERVILLE FIRE DEPARTMENT

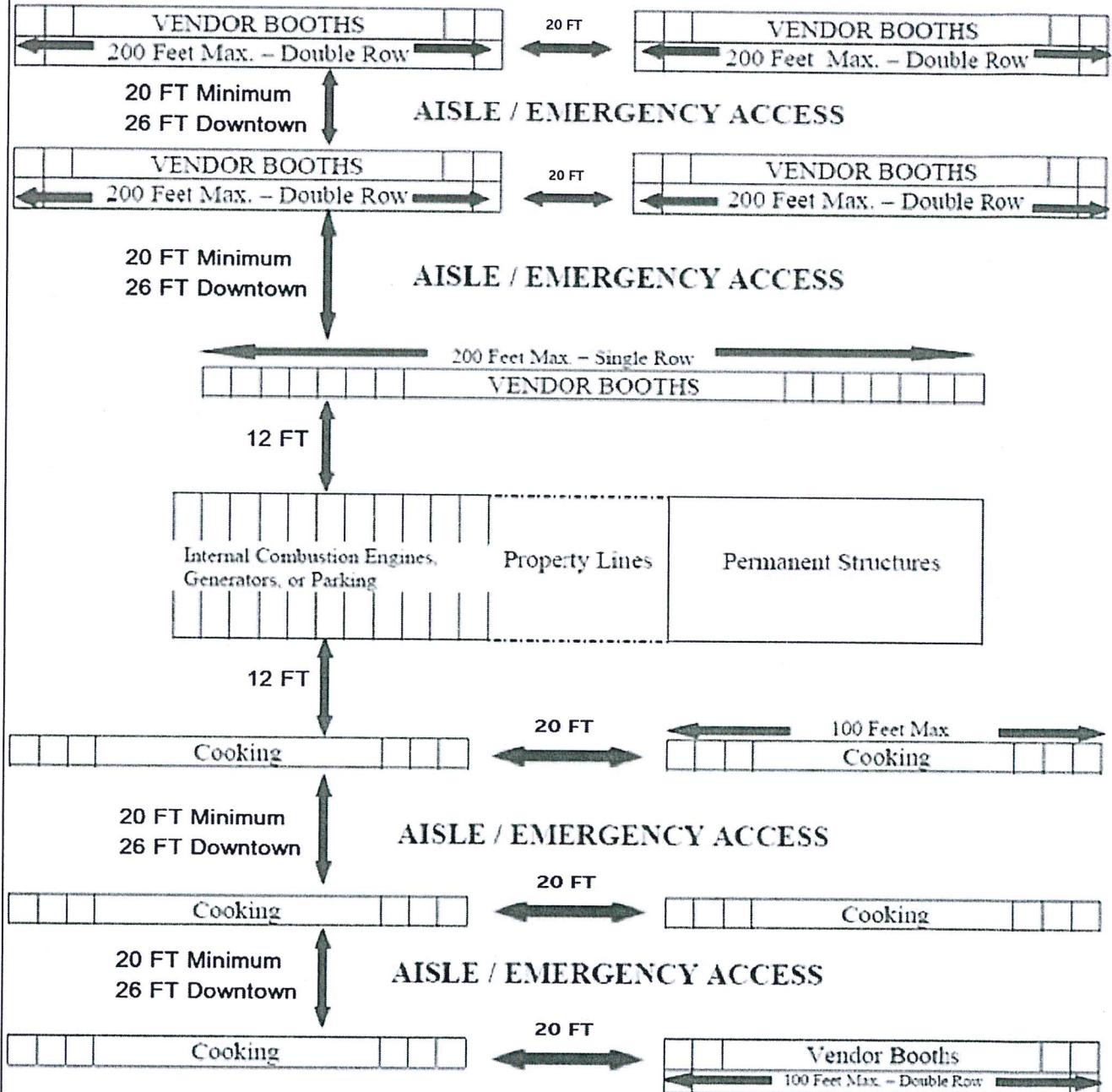
FIRE PREVENTION DIVISION





PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION



**Note: Cooking booths are limited to single rows only. Back-to-back rows are not permitted. Maximum overall length of individual rows is 100 feet with aggregate spacing throughout.*

***Note: Aggregate area of multiple tents placed side by side without 12 feet clearance shall not exceed 400 square feet with sides, or 700 square feet without sides. A minimum clearance of 12 feet to all structures and other tents is required.*

****Note: Maximum overall row length distances listed, or shown above, shall meet spacing requirements for aggregate size restrictions*

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



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

- 1 Name and home address of the applicant: Donald Bader
555 Brandy Way Porterville CA 93257
- 2 Address where amplification equipment is to be used: Veterans Park- Porterville
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Same as above
- 4 Type of event for which amplification equipment will be used: Car Show
- 5 Dates and hours of operation of amplification equipment: May 11, 2024 9AM - 3:00PM
- 6 A general description of the sound amplifying equipment to be used: Speakers + Microphone

Section 18-9

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

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

Section 18-14

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

Penal Code Section 415 (2) Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars (\$400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

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

Donald Bader
Signature of Applicant

3/7/24
Date

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

Mark Atwood
City of Porterville, Chief of Police/Designee

3/13/24
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/18/2024

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

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

PRODUCER Hagerty Insurance Agency LLC 141 River's Edge Drive Traverse City MI 49684-3265	CONTACT NAME: Annie Knorpp PHONE (A/C, No, Ext): (800) 922-4050 FAX (A/C, No): E-MAIL ADDRESS:														
INSURED Rollin' Relics Car Club 555 Brandy Way Porterville CA 93257 (559) 781-2612	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Markel Insurance Company</td><td>38970</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Markel Insurance Company	38970	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **AK** **CERTIFICATE NUMBER:** Cert ID 20579 (1) **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		CVG1867-07	03/13/2024	03/13/2025	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A		N/A				<table border="1"><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Include as additional insured: Certificate Holder but only with respects to the named insured's actions and / or negligence with regards to the Rollin' Relics Car Club Car Show to be held at Veterans Park on May 11th, 2024.

CERTIFICATE HOLDER

CANCELLATION

City of Porterville
291 N. Main Street
Porterville CA 93257

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

AUTHORIZED REPRESENTATIVE

Don McG...

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Porterville

Event: Rollin' Relics Car Club Car Show Date: May 11, 2024

291 N. Main St

Porterville, CA 93257

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

Date: **SEP 20 2017**

PINK HEALS TULARE COUNTY CHAPTER
8949 ROAD 248
TERRA BELLA, CA 93270-0000

Employer Identification Number:
47-5325094
DLN:
26053643002237
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
October 15, 2015
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

22nd Annual Car Show

Veterans Park
Porterville, CA

Saturday, May 11th, 2024

From 9am - 3pm

Registration • 8am - 10am

Trophies • Raffles • 50/50

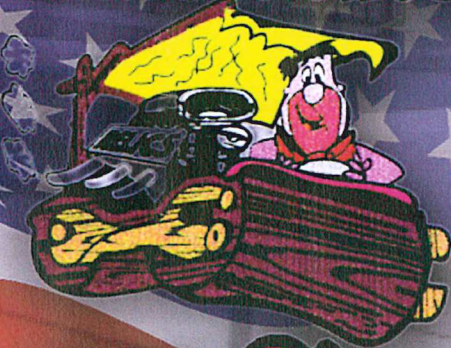
Pre-register: \$30 donation

\$35 Day of Event

Proceeds benefit

Porterville Youth Activities & Community Projects

Rollin' Relics



Car Club
PORTERVILLE, CA

Join us at Pizza Factory
on Henderson
for a pre-show cruise night.

May 10th at 6 pm

No music please • Show is Rain or Shine
Spectators Free

For more information contact
Tim at (916-300-9394)

Follow us on facebook! 



CITY COUNCIL AGENDA – APRIL 2, 2024

SUBJECT: Request for Proclamation - Arbor Day - April 26, 2024

SOURCE: Administrative Services

COMMENT:

At its meeting on December 19, 2023, the Council amended the process by which proclamations are approved. The process requires that if more than two council members indicate interest in signing a requested proclamation, a consent calendar item will be prepared for the next scheduled City Council Meeting for full City Council consideration.

The City of Porterville Parks and Leisure Services Department has requested a proclamation to proclaim April 26, 2024, as "Arbor Day" in Porterville. Mayor Flores is sponsoring this Proclamation request. Because more than two members of the Council indicated interest in signing, consistent with policy, the request is herein presented for consideration. If approved, the Proclamation will be drafted with the appropriate number of signature blocks for execution by the Council Members with an affixed City Seal.

RECOMMENDATION: That the City Council consider approval of the request to proclaim April 26, 2024, as "Arbor Day" in the City of Porterville.

ATTACHMENTS: 1. Proclamation Request - Arbor Day - 2024

Appropriated/Funded: N/A

Review By:

Department Director:
Yuliana Andrade, Acting Administrative Services Director

Final Approver: Patrice Hildreth, City Manager



City of Porterville
REQUEST FOR PROCLAMATION



RECEIVED

MAR 15 2024

CITY OF PORTERVILLE
CITY CLERK'S OFFICE

Date of Request: 3/15/24

Name of Event/Individual: ARBOR DAY
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: PARKS AND LEISURE SERVICES

Name of Contact Person: DONNIE MOORE

Address: 291 N MAIN

Phone: 782-7539 Email: dmoore@ci.porterville.ca.us

I would like the proclamation: ☐ mailed ☐ call for pick up ☒ presented at an event

Date Needed: 4/24/24 Date of Event 4/26/24

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation. It is recommended that you submit your request at least four to six weeks in advance. If assistance is needed, or if you need a sample provided, or to return this form, contact:

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

Please be advised that a Proclamation is ceremonial in nature and does not convey official legislative action. The City reserves the right to correct grammar and spelling; to reject all advocacy of unlawful acts; and to reject all discriminatory language.

City Clerk's Section

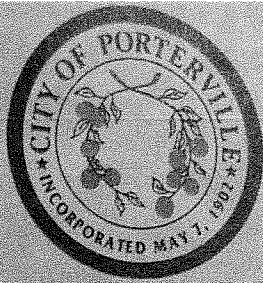
Request Received by: Fernando Routed by: Fernando Date: 3/15/24

Granted by Council Member Mayor Flores Date: 3/15/24

Signatures: Weytrauch, Carrillo, Meister,

Date Requestor Notified of Completion: _____ in writing ☐ by phone ☐

Comments: _____



Proclamation

WHEREAS: In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees. That day, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS: Arbor Day is now observed throughout the nation and the world; and

WHEREAS: Trees in our cities and towns can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS: Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products. They increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS: Trees, wherever they are planted, are a source of joy and spiritual renewal.

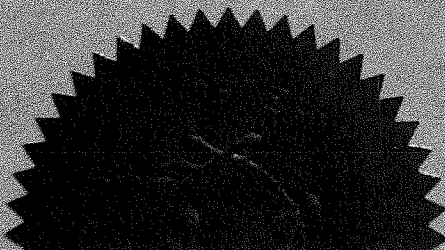
NOW, THEREFORE, I, MARTHA A. FLORES, Mayor of the City of Porterville, on behalf of the Porterville City Council, do hereby proclaim April 28, 2023, as—

"ARBOR DAY"

in the City of Porterville, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands and plant trees to gladden the heart and promote the well-being of this and future generations.

PROCLAIMED this 28th day of April, 2023.

Martha A. Flores,
Mayor





CITY COUNCIL AGENDA – APRIL 2, 2024

SUBJECT: Status and Review of Declaration of Local Flood Emergency

SOURCE: City Manager's Office

COMMENT: On March 13, 2023, Mayor Martha A. Flores in conjunction with the Acting City Manager Patrice Hildreth declared the existence of a local emergency within the City of Porterville. Said Declaration was made pursuant to Chapter 9 of the Porterville Municipal Code, and in response to the increasing threat to life and property in the city caused by a series of storm systems striking California and in particular the Porterville area, impacting Success Lake and significantly increasing flows of the Tule River. Pursuant to the California Emergency Services Act (California Government Code 8558 et seq.), emergency declarations must be ratified by the governing body within seven days of being declared. At its Special Meeting on March 17, 2023, the City Council acted to ratify the Declaration of Local Emergency. The Act also requires that the emergency declaration be renewed every sixty (60) days to remain in effect, which at its meeting on March 19, 2024, the Council reviewed and acted to renew the emergency declaration. Staff continues to work with FEMA for resolution of the City's claims and will continue to work to identify a timeline and critical path forward.

Chronology:

On March 10, 2023, due to the volume of water added to Success Lake from significant storm activity, Tulare County Sheriff Mike Boudreaux issued an Evacuation Warning for both the north and south sides of the Tule River, and the Tulare County Office of Emergency Services (TCOES) established a Temporary Evacuation Point (TEP) and Emergency Shelter in the gymnasium at Porterville College.

On March 15, 2023, due to the water level of Success Lake rising to the point of running over the spillway of the Richard L. Schafer Dam, Sheriff Boudreaux issued a Mandatory Evacuation Order for the residences, businesses and structures between Schafer Dam and Road 284, east of the city of Porterville.

On March 18, 2023, due to water levels dropping on the Tule River, Sheriff Boudreaux reduced the Mandatory Evacuation Order back to an Evacuation Warning.

On March 15, 2023, due to rising flood waters, Sheriff Boudreaux issued a Mandatory Evacuation Order for the area between Olive Avenue (Avenue 152) to Avenue 144 and the Friant-Kern Canal and the Tule River and Westwood Street, west of the city of Porterville. On March 25, 2023, Sheriff Boudreaux reduced the Mandatory Evacuation Order back to an Evacuation Warning.

On March 15, 2023, due to rising water levels of the Tule River, City Public Works Department staff took extraordinary measures to protect the neighborhood north of River Springs Drive, avoiding potentially catastrophic flooding of the area.

On March 16, 2023, due to the historic water levels and flows of the Tule River causing erosion to the river banks, Police Chief Jake Castellow issued a Mandatory Evacuation Order for eight residences along Rio Vista Avenue, providing information on the TEP and Emergency Shelter established at Porterville College. City Public Works Department staff took extraordinary measures over the next several days to mitigate and protect the river banks from affecting the residences. On March 24, 2023, Chief Castellow reduced the Mandatory Evacuation Order of the eight residences back to an Evacuation Warning.

On March 19, 2023, due to continued erosion of the banks of the Tule River and the performance of immediate necessary mitigation efforts by Public Works Department personnel, Chief Castellow issued a Mandatory Evacuation Order for both the north and south banks of the Tule River within City limits (not including permanent structures with a designated address), and provided information on the TEP and Emergency Shelter established at Porterville College. The Public Works Department continues to work diligently in shoring the banks of the Tule River.

To accommodate upcoming ceremonies and events in the gymnasium at Porterville College, the TEP and Emergency Shelter at the College closed at noon on April 11, 2023, and thirty (30) individuals were successfully transitioned to the new TEP at the Porterville Army National Guard Armory. A Special Meeting of the Council was scheduled for April 14, 2023, to consider a draft License agreement for the City's temporary use of the State facility. The American Red Cross continued to provide shelter services at the TEP, but transitioned out on May 5, 2023. With the authority granted to the City Attorney and City Manager at its meeting on April 18, 2023, the City and County drafted a Memorandum of Understanding (MOU) in an effort to continue TEP shelter services until May 5, 2023, while the Mandatory Evacuation Order remained in place along the banks of the Tule River in city limits. On April 14, 2023, the County transmitted a letter to the California Governor's Office of Emergency Services (Cal OES), requesting continued financial support for the Armory TEP, which the County reported that Cal OES did not approve. At its meeting on July 11, 2023, the County Board of Supervisors approved the MOU for TEP shelter services between the City and the County, retroactive from April 11, 2023 to May 5, 2023.

Given the lack of continued financial support by Cal OES, the County notified the City that it would discontinue its support of the Armory TEP at noon on May 5, 2023, and American Red Cross would vacate the facility as well, leaving the City alone to determine the function of the Armory TEP after noon on May 5th. The significant threat of local emergency continued to exist with

the estimated over three hundred percent (300%) of normal snow pack in the Sierra Nevada mountains and the potential for a warm storm or heat wave this Spring to again inundate the Tule River, described as a "loaded locomotive at the top of the hill." Given the forecasts of potential widespread flooding damage to west Tulare County and significant portions of Kings County later this Spring and early Summer, Red Cross representatives strongly believe they will be returning to the Armory TEP and other Tulare County locations (e.g. Porterville Developmental Center) to assist those displaced from homes due to flooding. Until such time that Cal OES makes the determination that emergency conditions again exist in Tulare County, the Council was left to determine if local emergency conditions existed to continue operating the Armory TEP, which expenditures would not be reimbursable given the lack of approval by Cal OES.

Given the continued mandatory evacuation order along the Tule River in city limits and the legal implications of the *Martin v. Boise* federal 9th Circuit Court of Appeals decision (2018), and the announced departure of the American Red Cross and County support at noon on May 5, 2023, City staff developed an operational plan for the Armory TEP, cognizant of the lack of federal and State reimbursement of costs. As of April 27, 2023, eighteen (18) individuals were receiving shelter services at the Armory TEP, with most individuals only at the facility in the evening. Given the limited daytime TEP population, and daily meal services provided at the nearby Porterville Welcome Center, staff recommended to limit the Armory TEP hours from 7:00 P.M. to 7:00 A.M. daily, providing temporary staffing of two individuals (including a security guard). Temporary staffing had been quoted at \$25 per hour, for a daily expense of \$600 (or \$18,000 per month). At its meeting on May 2, 2023, the Council authorized the continued operation of the Armory TEP for a 12-hour operational period over the evenings, and also directed that the Armory restrooms and shower facilities be used by the individuals at the TEP, which although not ADA-compliant, are not required for non-reimbursable shelter activities while under a Declaration of Local Emergency. The contract for the on-site mobile shower and portable restroom facilities that are ADA-compliant expired on May 11, 2023, which the rental cost was approximately \$18,000 per month. However, the City Attorney recommended maintaining a single ADA-portable restroom at the facility. Beginning at noon on May 5, 2023, the City assumed administrative and financial responsibility for the Armory, which has established operational hours of 8:00 P.M. to 8:00 A.M. and averaged twenty (20) individuals each evening (please see attached daily census).

On May 4, 2023, the City received an updated draft License agreement for the use of the Armory, proposing a 1-year lease for exclusive use by the City effective May 5, 2023, through May 4, 2024. The draft agreement proposes no fee for the use of the facility, but that the City assume responsibility for the facility's utilities. On Monday, May 8th, the last remaining Army personnel left the facility, with the City now having complete exclusive use of the facility. At its meeting on May 16, 2023, the Council approved the updated draft License agreement for the 1-year exclusive use of the Armory.

On March 31, 2023, Governor Newsom issued Executive Order N-6-23 to support Tulare Lake Basin flood response, which streamlines State preparation, response and recovery actions and supports local flood response efforts and assist in preparing communities for the impacts of snowmelt runoff in the months ahead.

On April 3, 2023, President Biden granted a Major Disaster Declaration for the State of California, triggering the release of Federal funds to help individuals and communities recover from Severe Winter Storms, Straight-line Winds, Flooding, Landslides and Mudslides that occurred February 21, 2023, and continuing. Monterey and Tulare counties were designated in the Major Disaster Declaration for both Individual and Public Assistance, as well as Hazard Mitigation. On July 14, 2023, the Federal Emergency Management Agency (FEMA) made the determination to close the incident period effective July 10, 2023. Although the incident period has been closed, businesses and individuals may still apply for federal disaster assistance through September 1, 2023.

On May 17, 2023, Governor Newsom issued Executive Order N-7-23 to support Tulare Lake Basin flood response, which extends flood diversion and groundwater recharge flexibilities implemented for the Tulare Lake Basin, including Kern River floodwater to be allowed into the California Aqueduct.

On August 4, 2023, Governor Newsom issued Executive Order N-10-23 to streamline levee repairs and debris removal to help local communities recover from flooding and prepare for the next wet season.

At its meeting on April 4, 2023, the Council approved Resolution No. 15-2023, which authorized the appropriation of funds from the Catastrophic/Emergency Reserve Fund for the costs associated with the response to the local emergency including personnel, equipment, services and other necessary expenditures. At its meeting on April 18, 2023, the Council approved two emergency expenditures that exceeded \$5,000 in their acquisition, which included additional Water Rescue Equipment for the Fire Department (\$6,417.70) and the 30-day rental of two mobile shower/restroom units (\$13,151) for the Armory TEP due to the facility's restrooms and showers not being compliant with the Americans with Disabilities Act (ADA). At its meeting on May 2, 2023, the Council approved two additional emergency expenditures that exceeded \$5,000 in their acquisition, which included a trailer-mounted 6" dewatering and sewage pump (\$77,396.67), and local trucking services of riprap material (\$5,436.00), both for the Public Works Department.

In support of two private personnel providing nightly security at the Armory as it continues to function as a temporary evacuation point and shelter, City staff has secured TopKnotch Security, Inc. as the security services provider. TopKnotch provided an agreement for security services for approximately \$18,000 per month (2 personnel at \$25/hour for 12 hours per day for 30 days per month), which the Council approved at its meeting on June 6, 2023. Due to violations by TopKnotch Security of its agreement with the City for security services, City staff terminated the agreement effective immediately on Friday,

July 14, 2023, causing the Police Department to provide security services at the Armory on Friday, July 14 through Sunday, July 16, 2023. Beginning on Monday, July 17, 2023, Good Guard Security, Inc. began providing security services, which at its meeting on July 18, 2023, the Council approved an agreement for security services for approximately \$21,000 per month (2 personnel at \$28.95/hour for 12 hours per day for 30 days per month).

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. Declaration of Local Emergency - March 13, 2023
2. Resolution No. 11-2023
3. Rio Vista Avenue Mandatory Evacuation Order - March 16, 2023
4. Tule River Banks Mandatory Evacuation Order - March 19, 2023
5. Governor Newsom Executive Order N-6-23
6. Governor Newsom Executive Order N-7-23
7. Governor Newsom Executive Order N-10-23
8. Federal Disaster Declaration Fact Sheet - April 3, 2023
9. License to Use State Military Property - April 14, 2023
10. City and County Memorandum of Understanding for Shelter Support
11. County of Tulare CalOES Shelter Support Request Letter - April 14, 2023
12. License to Use State Military Property - May 16, 2023
13. Federal Disaster Declaration Notice - July 14, 2023
14. Resolution No. 15-2023
15. Rescue Source & Rescue 3 Invoice: Water Rescue Equipment
16. Royal Restrooms Invoice: Mobile Shower-Restroom Units
17. Rain for Rent Pump Invoice
18. Mike Clark Trucking Invoice
19. TopKnotch Security, Inc. Agreement
20. Good Guard Security, Inc. Agreement
21. Municipal Code Chapter 9 - Civil Defense and Disaster
22. California Government Code 8558
23. Armory Daily Census

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, City Manager

Final Approver: Patrice Hildreth, City Manager



DECLARATION OF LOCAL EMERGENCY

WHEREAS, severe winter storm systems have struck California and in particular, the Porterville area, beginning in late February and continuing into March bringing damaging winds and historic precipitation, including rainfall in the Southern Sierra Nevada mountains already impacted by above-normal snow levels; and

WHEREAS, it is forecasted that additional storms will continue to threaten the Porterville area, bringing additional rain, significantly impacting Lake Success which is above capacity, and significantly increasing flows in the Tule River; and

WHEREAS, under the provisions of the City Charter, I find that conditions of extreme peril to the safety of persons and property exist due to these storms; and

WHEREAS, I find that the conditions caused by these storms, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City of Porterville and may require the combined forces of mutual aid and/or unified command to appropriately respond.

NOW, THEREFORE, I, MARTHA A. FLORES, Mayor of the City of Porterville, in accordance with the authority vested in me by the Porterville City Charter, **HEREBY DELCARE A LOCAL EMERGENCY** to exist in the City of Porterville.

IT IS HEREBY ORDERED that the City's Emergency Management Team under the direction of Fire Chief/Incident Commander Bryan Cogburn has the authority to procure any and all resources deemed necessary in this event.

DECLARED, this 13th day of March, 2023.

Martha A. Flores, Mayor

ATTEST:

Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. 11 -2023

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE CONFIRMING THE EXISTENCE
OF A LOCAL EMERGENCY

WHEREAS, Chapter 9 of the Porterville Municipal Code of the City of Porterville provides for the ability to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen within the City of Porterville caused by severe winter storm systems striking California, and in particular the Porterville area, beginning in late February and continuing into March bringing damaging winds and historic precipitation, including rainfall in the Southern Sierra Nevada mountains already impacted by above-normal snow levels; and

WHEREAS, it is forecasted that additional storms will continue to threaten the Porterville area, bringing additional rain, significantly impacting Lake Success which is above capacity, and significantly increasing flows in the Tule River that create or will likely create conditions of extreme peril; and

WHEREAS, Mayor Martha A. Flores in conjunction with City Manager John Lollis did declare the existence of a local emergency within the City of Porterville on the 13th day of March, 2023, which is subject to ratification by the City Council within seven (7) days. A copy of said Declaration is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby find that the aforesaid conditions of extreme peril did warrant and necessitate the declaration of the existence of a local emergency; and

BE IT RESOLVED that said local emergency shall be deemed to continue to exist until termination is proclaimed by the City Council of the City of Porterville, State of California.

PASSED, APPROVED AND ADOPTED this 17th day of March, 2023.



Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk



By: Patrice Hildreth, Chief Deputy City Clerk



DECLARATION OF LOCAL EMERGENCY

WHEREAS, severe winter storm systems have struck California and in particular, the Porterville area, beginning in late February and continuing into March bringing damaging winds and historic precipitation, including rainfall in the Southern Sierra Nevada mountains already impacted by above-normal snow levels; and

WHEREAS, it is forecasted that additional storms will continue to threaten the Porterville area, bringing additional rain, significantly impacting Lake Success which is above capacity, and significantly increasing flows in the Tule River; and

WHEREAS, under the provisions of the City Charter, I find that conditions of extreme peril to the safety of persons and property exist due to these storms; and

WHEREAS, I find that the conditions caused by these storms, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City of Porterville and may require the combined forces of mutual aid and/or unified command to appropriately respond.

NOW, THEREFORE, I, MARTHA A. FLORES, Mayor of the City of Porterville, in accordance with the authority vested in me by the Porterville City Charter, **HEREBY DELCARE A LOCAL EMERGENCY** to exist in the City of Porterville.

IT IS HEREBY ORDERED that the City's Emergency Management Team under the direction of Fire Chief/Incident Commander Bryan Cogburn has the authority to procure any and all resources deemed necessary in this event.

DECLARED, this 13th day of March, 2023.

Martha A. Flores, Mayor

ATTEST:

Patrice Hildreth, Chief Deputy City Clerk

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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 17th day of March, 2023.

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

Council:	FLORES	CARRILLO	WEYHRAUCH	BELTRAN	MEISTER
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					



JOHN D. LOLLIS, City Clerk

By:

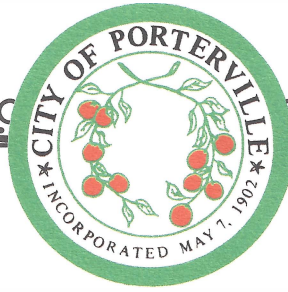
Fernando Gabriel-Moraga, Deputy City Clerk

Police Department

350 North "D" Street
Porterville, CA 93257
(559) 782-7400/FAX (559) 784-1070
www.PortervillePolice.com

Jake Castellow

Chief of Police



March 16th, 2023

This is a message from Tulare County & the City of Porterville. Due to the recent storm events, and the water levels in the Tule River, there is erosion to the bank of the river. An Evacuation order has been issued for all residences, businesses, and structures that are on the south side of Rio Vista Ave with the addresses of **191 Rio Vista Avenue, 201 Rio Vista Avenue, 211 Rio Vista Avenue, 221 Rio Vista Avenue, 231 Rio Vista Avenue, 241 Rio Vista Avenue, and 245 Rio Vista Avenue.**

An evacuation order, also known as a mandatory evacuation, means that all residents and visitors should **leave now** before the water causes unsafe conditions for the residence. If you are unable to evacuate and require assistance, please call 9-1-1. For additional resources or information, please call 2-1-1. Please refer to the map on the Tulare County website, emergencies page, at [TulareCounty.CA.gov/emergencies](https://www.tularecounty.ca.gov/emergencies).

A Temporary Evacuation point has been set up at Porterville College, 100 E College Avenue. Thank you.

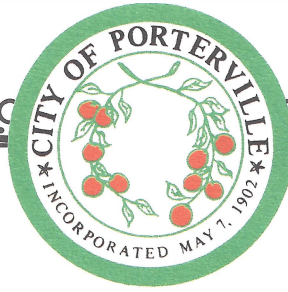
Jake Castellow
Chief of Police

Police Department

350 North "D" Street
Porterville, CA 93257
(559) 782-7400/FAX (559) 784-1070
www.PortervillePolice.com

Jake Castellow

Chief of Police



March 19, 2023

This is a message from Tulare County & the City of Porterville. Due to the recent storm events, there is erosion to the banks of the Tule River.

An **Evacuation Order** has been issued for the north bank and south bank of the Tule River, from Westwood Street, to the Plano bridge, but does not include the south bank from Westwood Street, east to the bridge of State Route 65. This evacuation order does not include permanent structures with a designated address, other than those for which a previous evacuation order has been issued.

An evacuation order, also known as a mandatory evacuation, means that all residents and visitors should leave immediately due to the unsafe conditions of the river banks. If you are unable to evacuate and require assistance, please call 9-1-1. For additional resources or information, please call 2-1-1. Please refer to the map on the Tulare County website, emergencies page, at TulareCounty.CA.gov/emergencies.

A Temporary Evacuation point has been set up at Porterville College, 100 E College Avenue.

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.

EXECUTIVE DEPARTMENT STATE OF CALIFORNIA

EXECUTIVE ORDER N-6-23

WHEREAS on March 1, 2023, March 8, 2023, March 12, 2023, March 14, 2023, and March 28, 2023, I proclaimed a State of Emergency to exist in 47 counties, cumulatively, as a result of a series of ongoing winter storms that initially struck California beginning in late February and continue to significantly impact the counties identified in my Proclamations; and

WHEREAS the State has experienced over a dozen atmospheric rivers since December 2022, resulting in compounding and cumulative impacts across California, including what are expected to be record amounts of snow in the Sierra Nevada, in particular in the southern Sierra, and current and forecasted precipitation are expected to add to historic snowpack levels already composed of several million acre-feet of snow water content; and

WHEREAS reservoirs into which the Sierra snowpack runoff would flow are already impacted by runoff, which is expected to greatly exceed available storage capacity in the reservoirs in and around the Tulare Lake Basin and the San Joaquin River Basin, and much of the ground in the area has reached saturation due to the series of ongoing winter storms; and

WHEREAS the Tulare Lake Basin is the terminal point for the Kings, Kaweah, Tule, and Kern Rivers, and several smaller streams, meaning that water from additional expected rains and Sierra snowpack runoff that cannot be stored in reservoirs or absorbed into the ground will flow into the basin; and

WHEREAS recent storms have already caused flooding in the Tulare Lake Basin, leading to emergency rescues and evacuation orders in Allensworth, Alpaugh, and other communities in Tulare and Kings Counties, and leading to dozens of levee breaks and local agencies directing strategic cuts to canals and levees to prevent further flooding of communities; and

WHEREAS runoff from the snowpack caused by the winter storms could result in flood conditions in the Tulare Lake Basin resembling those last experienced in the historic floods of 1969 and 1983, following historic snowpacks in those years; and

WHEREAS local flood control districts and other local governments generally have flood control responsibility in the Tulare Lake Basin, but state agencies such as the California Department of Forestry and Fire Protection (CAL FIRE), the California Department of Water Resources, and the Governor's Office of Emergency Services are actively engaged in supporting this local effort, and state agencies will continue to provide technical advice and other resources and support as needed, with a particular priority on protecting the lives and health of local communities; and

WHEREAS stretches of the San Joaquin River have been or are at flood stage this spring, river stages are expected to stay high throughout the spring as snowpack melts, and multiple levee repairs are underway on the lower San Joaquin River; and

WHEREAS the Tulare Lake Basin is hydrologically connected to the San Joaquin River Basin and that connection has the potential to exacerbate the flood risk in the San Joaquin River Basin, and so further emergency response efforts may become necessary in the San Joaquin River Basin as well; and

WHEREAS heavy accumulation of snowfall on the roof of Bear Valley Elementary School, located in Alpine County, currently renders instructional space unsafe for use; and

WHEREAS frequent flooding and flood evacuation orders have resulted in school closures and low student attendance in Pajaro Middle School, Hall District Elementary School and Ohlone Elementary, located in Pajaro Valley Unified School District in Santa Cruz County; and

WHEREAS it is critical that displaced students are back in school facilities as quickly as possible to ensure continuity in education; and

WHEREAS the State of California and local governments, in collaboration with the Federal government, continue sustained efforts to respond to and mitigate the effects of these storms; and

WHEREAS on March 9, 2023, I requested a Presidential Emergency Declaration related to these late winter storms, which was expeditiously approved by President Joseph R. Biden, Jr.; and

WHEREAS on March 15, 2023, I requested the addition of 9 counties to the existing Presidential Emergency Declaration related to these late winter storms, which was expeditiously approved by the President; and

WHEREAS on March 28, 2023, I also requested the President issue a Major Disaster Declaration related to these late winter storms for counties that met the validated damage threshold; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay the mitigation of the effects of these ongoing winter storms.

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, 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. All provisions contained in the above-referenced Proclamations of a State of Emergency shall remain in full force and effect.
2. To protect health, safety, and the environment, and to reduce the risks of local catastrophic flooding in the Tulare Lake Basin, Chapter 6 (commencing with section 1600) of Division 2 of the Fish and Game Code, and regulations adopted pursuant to that Chapter, are

suspended for activities that meet all of the requirements in Paragraph 3.

3. The suspension created by Paragraph 2 shall apply to floodwater diversion, debris removal, and levee repair and breach in the Tulare Lake Basin, on the condition that the actions cease when the flood conditions have abated to the point there is no longer flooding outside of defined streambeds and levees. Additionally, the suspension created by Paragraph 2 shall apply to floodwater diversion only if all of the following additional conditions are met:
 - a. The diversion of floodwater from the Tulare Lake Basin or rivers or streams flooding the Tulare Lake Basin must occur between March 31, 2023, and August 1, 2023, for flood management purposes.
 - b. For diversions directly from rivers or streams, a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice that flows downstream of the point of diversion are at imminent risk of flooding and inundation of land, roads, or structures.
 - c. For diversion of floodwaters in the Tulare Lake Basin (that is, waters no longer contained within a defined streambed or levee), a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice that areas from which the floodwaters are diverted are either at imminent risk of flooding or already flooded, with potential or existing inundation of land, roads, or structures.
 - d. Any water diverted is not diverted to and will not be applied to any area that has not been in active irrigated agricultural cultivation within the past three years, including grazing lands, annual grasslands, and natural habitats. This limitation does not apply to facilities already constructed for the purposes of groundwater recharge or managed wetlands.
4. In addition to the mandatory conditions set forth in Paragraph 3, any person conducting planned levee breaches or controlled inundation to prevent further catastrophic flooding pursuant to the suspension created by Paragraph 2 should take care, wherever feasible, to protect above-ground infrastructure and drinking water and wastewater infrastructure such as drinking water well field sites, wastewater discharge ponds, and other water resources that are necessary for the protection of human health and the recovery of impacted communities.
5. For purposes of conducting emergency flood preparation and response activities, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Secretary of the Natural Resources Agency concurs that local action is required, and (c) permits necessary to carry out actions under (a) and (b), Public

Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division, are suspended to the extent necessary to address flood impacts in the Tulare Lake Basin.

6. To support adequate state staffing for all state agencies and departments with an assigned response and/or recovery role related to flooding in the Tulare Lake Basin, consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. All other restrictions must be adhered to for retired annuitants. The Director of the California Department of Human Resources must be notified of any individual employed in state government pursuant to these suspensions. The suspension of statutes identified in this Paragraph shall also apply to local governments, as applicable, to ensure adequate staffing to appropriately respond to the flooding in the Tulare Lake Basin. Local governmental agencies shall notify the California Public Employees' Retirement System of any individual employed by an agency pursuant to this Paragraph.
7. The limitation for the period of employment for State Personnel Board emergency appointments, as provided in Government Code section 19888.1, is suspended for positions required for emergency response and/or recovery operations related to flooding in the Tulare Lake Basin. The requirements and period of employment for such appointments will be determined by the Office of Emergency Services but shall not extend beyond the termination date of the State of Emergency.
8. To the extent the Alpine County Office of Education and Alpine County Unified School District are required to use temporary facilities such as the Alpine County Public Library due to extraordinary snowpack on the roof of Bear Valley Elementary School, rendering instructional space unsafe, the requirements of Education Code sections 17280, et seq., 17365, et seq., and Government Code sections 4453 and 14963 are suspended with respect to those temporary facilities. The requirements of the California Building Code (codified in Title 24 of the California Code of Regulations), as adopted and enforced by the local building and fire agencies with jurisdiction over the area, shall apply to these temporary facilities.
9. To the extent the Alpine County Office of Education and Alpine County Unified School District are required to temporarily use buildings, as defined in the California Building Code (California Code of Regulations, Title 24, Part 2, Chapter 2, section 202), such as the Alpine County Public Library due to extraordinary snowpack on the roof of the Bear Valley Elementary School, rendering instructional space unsafe, local planning and zoning regulations shall be suspended to allow immediate occupancy of such buildings for use as public school facilities. In addition, the requirements of the California Building Code, as adopted and enforced by the local building and fire agencies with jurisdiction over the area, shall apply, except that the requirements

relating to Change of Use or Occupancy Classification in the California Building Code (California Code of Regulations, Title 24, Part 2, Chapter 1, section 111) shall not trigger immediate code upgrades, and a Certificate of Occupancy shall not be withheld for such immediate and temporary use of the facilities as a public school, as long as such facilities met building code requirements at the time of their construction, are accessible to individuals with disabilities, and are judged safe for use by the local building official.

10. Education Code section 60641 (a) requiring that all pupils be administered academic assessments in mathematics, English language arts, and science, as provided for in Education Code section 60640, is suspended for the 2022-2023 school year for Pajaro Middle School, Hall District Elementary School and Ohlone Elementary School of the Pajaro Valley Unified School District, if a federal waiver is approved by the United States Department of Education.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

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 31st day
of March 2023.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, Ph.D.
Secretary of State

EXECUTIVE DEPARTMENT STATE OF CALIFORNIA

EXECUTIVE ORDER N-7-23

WHEREAS on March 1, March 8, March 12, March 14, March 28, April 20, and May 15, 2023, I proclaimed a State of Emergency to exist in 52 counties, cumulatively, as a result of a series of winter storms that initially struck California beginning in late February and continue to significantly impact the counties identified in my Proclamations; and

WHEREAS on March 31, 2023, I issued Executive Order N-6-23 to further bolster the emergency response to this Late Winter Storms event, particularly in the Tulare Lake Basin that continues to be plagued by historic flooding; and

WHEREAS on April 21, May 10, July 8, and October 19, 2021, I proclaimed States of Emergency to exist due to drought conditions; and

WHEREAS on March 10, 2023, I issued Executive Order N-4-23 to address evolving drought conditions due to the winter storms and to mitigate flooding by facilitating groundwater recharge; and

WHEREAS due to the complexity of the impacts from over a dozen Atmospheric River events since December 2022, including the accumulation of a record snowpack in the Sierra Nevada that is likely to yield record snowmelt runoff, especially in the Tulare Lake Basin, I previously issued Executive Orders identified herein to respond to and recover from the winter storms, and those orders now require updating in-light of the most recent runoff conditions and the State's more robust and recent modeling of likely flood impacts; and

WHEREAS the Tulare Lake Basin includes portions of Fresno, Kings, Tulare, and Kern counties and is the terminal point for the Kaweah, Tule, and Kern Rivers as well as a portion of the Kings River and several smaller streams, meaning that water from Sierra snowpack runoff that cannot be stored in reservoirs or absorbed into the ground will flow into the basin; and

WHEREAS the Tulare Lake Basin is hydrologically connected to the San Joaquin River Basin via the James Bypass and Fresno Slough and that connection has the potential to exacerbate the flood risk in the San Joaquin River Basin, and so further emergency response efforts may become necessary in the San Joaquin River Basin; and

WHEREAS stretches of the San Joaquin River, Chowchilla and Eastside Bypasses, San Joaquin River mainstem and tributaries (Fresno River, Chowchilla River, Merced River, Stanislaus River, and Tuolumne River, hereafter, San Joaquin River Tributaries), and Fresno Slough/James Bypass have been or are at flood stage this spring, river stages are expected to stay high or increase throughout the spring and summer as snowpack melts, and multiple levee repairs are underway on the lower San Joaquin River; and

WHEREAS the Kern River – California Aqueduct Intertie exists to move floodwaters safely from the Kern River into the California Aqueduct, and the Kern River Watermaster on May 10, 2023, requested the use of the Intertie to prevent Kern River floodwater from exacerbating flooding in the Tulare Lake Basin, and state agencies have begun actions to safely enable the diversion of these flood flows; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Order would prevent, hinder, or delay the mitigation of the effects of these ongoing winter storms.

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, 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. All provisions contained in the above-referenced Proclamations of a State of Emergency and Executive Orders shall remain in full force and effect except as modified in this Order.
2. Paragraph 2 of Executive Order N-6-23 is withdrawn and replaced by the following:

To protect health, safety, and the environment, and to reduce the risks of local catastrophic flooding in the Tulare Lake or San Joaquin River Basins, the following are suspended for activities that meet the requirements in Paragraph 3.

- a. Chapter 6 (commencing with section 1600) of Division 2 of the Fish and Game Code, and regulations adopted pursuant to that Chapter; and
 - b. Division 13 (commencing with Section 21000) of the Public Resources Code, and regulations adopted pursuant to that division.
3. Paragraph 3 of Executive Order N-6-23 is withdrawn and replaced by the following, except that any diversion in the Tulare Lake Basin that is operational as of June 1, 2023, may continue to operate under Paragraph 3 of Executive Order N-6-23 until August 31, 2023:

The suspensions created by Paragraph 2 shall apply to floodwater diversion, floating vegetation and debris removal, and levee repair and breach, in the Tulare Lake or San Joaquin River Basins, on the condition that the actions cease when the flood conditions have abated to the point there is no longer a risk of, or existing, flooding causing inundation of land, roads, or structures at or downstream of the point of diversion.

4. Additionally, the suspensions created by Paragraph 2 shall apply to floodwater diversion only if all the following additional conditions are met:
 - a. Any diversion of floodwaters directly from the (i) Tulare Lake Basin or rivers or streams or bypasses flooding the Tulare Lake Basin or (ii) the San Joaquin River or San Joaquin River tributaries (including Fresno Slough and James Bypass) or San Joaquin River bypasses must occur between March 31, 2023, and August 31, 2023, for flood management purposes.

- b. With respect to diversions of floodwaters directly from rivers or streams or bypasses, a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice, that flows downstream of the point of diversion are at imminent risk of flooding and inundation of land, roads, or structures.
- c. With respect to diversions of floodwaters that are no longer contained within a defined streambed or levee, a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice that areas from which the floodwaters are diverted are either at imminent risk of flooding or already flooded, with potential or existing inundation of land, roads, or structures, or are on lands inundated as a result of actions within subparagraph (a).
- d. Any floodwater diverted is not diverted to and will not be applied to:
 - i. Any barn, ponds, or lands to which manure or waste from an animal facility that generates waste from the feeding and housing of animals for more than 45 days per year in a confined area that is not vegetated are applied;
 - ii. Any agricultural field where pesticide or fertilizer application has occurred in the prior 30 days or in the period prohibited by applicable law, whichever is longer;
 - iii. Any area that could cause damage to critical levees, infrastructure, wastewater and drinking water systems, drinking water wells or drinking water supplies, or exacerbate the threat of flood and other health and safety concerns; or
 - iv. Any area that has not been in active irrigated agricultural cultivation within the past three years including grazing lands, annual grasslands, and natural habitats. This limitation does not apply to facilities already constructed for the purposes of groundwater recharge or managed wetlands.
- e. With respect to diversions of floodwaters from waters tributary to the Sacramento and San Joaquin River Delta as defined in Water Code section 12220 (Delta), water rights holders are not making releases of stored water or reoperating facilities to provide flow for the purposes of meeting water quality control plan or endangered species requirements in the Delta at the time of the diversion.
- f. With respect to diversions of floodwaters directly from the San Joaquin River or San Joaquin River Tributaries, the diversion uses:
 - i. either existing diversion infrastructure or temporary pumps;

- ii. no new permanent infrastructure or permanent construction; and
 - iii. simple screens installed on temporary pump intakes to minimize the impacts of diversion to salmon and other aquatic life.
- 5. Paragraph 4 of Executive Order N-6-23 is withdrawn and replaced by the following:

In addition to the mandatory conditions set forth in Paragraph 3, any person conducting planned levee breaches or controlled inundation to prevent further catastrophic flooding pursuant to the suspensions created by Paragraph 2 should, wherever feasible, protect above-ground infrastructure and water sources that are necessary for the protection of human health and the recovery of impacted communities.

- 6. Paragraph 5 of Executive Order N-6-23 is withdrawn and replaced by the following:

For purposes of conducting emergency flood preparation and response activities beyond those provided for in Paragraphs 2 and 3, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Secretary of the Natural Resources Agency concurs that local action is required, and (c) permits necessary to carry out actions under (a) and (b), Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division, are suspended to the extent necessary to address flood impacts in the Tulare Lake or San Joaquin River Basins.

- 7. Paragraph 6 of Executive Order N-6-23 is withdrawn and replaced by the following:

To support adequate state staffing for all state agencies and departments with an assigned response and/or recovery role related to flooding in the Tulare Lake or San Joaquin River Basins, consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. All other restrictions must be adhered to for retired annuitants. The Director of the California Department of Human Resources must be notified of any individual employed in state government pursuant to these suspensions. The suspension of statutes identified in this Paragraph shall also apply to local governments, as applicable, to ensure adequate staffing to appropriately respond to the flooding in the Tulare Lake Basin. Local governmental agencies shall notify the California Public Employees' Retirement System of any individual employed by an agency pursuant to this Paragraph.

- 8. Paragraph 6 of Executive Order N-6-23 is withdrawn and replaced by the following:

The limitation for the period of employment for State Personnel Board

emergency appointments, as provided in Government Code section 19888.1, is suspended for positions required for emergency response and/or recovery operations related to flooding in the Tulare Lake or San Joaquin River Basins. The requirements and period of employment for such appointments will be determined by the Office of Emergency Services, but shall not extend beyond the termination date of the State of Emergency.

9. Paragraph 3 of Executive Order N-4-23 is withdrawn and replaced by the following, except that any diversion that is operational as of June 1, 2023, may continue to operate under Paragraph 3 of Executive Order N-4-23 until August 31, 2023:

The suspensions created by Paragraph 2 of Executive Order N-4-23 shall apply to diversions of floodwaters as to which all the following conditions are met:

- a. Diversions of floodwaters directly from rivers, streams, or bypasses must occur between March 10, 2023, and August 31, 2023, for flood management and associated groundwater recharge.
- b. Diversions of floodwaters no longer contained within a defined streambed must prevent imminent risk of flooding or relieve flooding pressure from land, roads, or structures, already inundated, including as a result of actions within subparagraph (a).
- c. A local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice, that waters at or downstream of the point of diversion are at imminent risk of flooding and inundation of land, roads, or structures.
- d. The diversions cease when the flood conditions have abated to the point there is no longer a risk of, or existing, flooding causing inundation of land, roads, or structures at or downstream of the point of diversion.
- e. Any floodwater diverted is not diverted to and will not be applied to:
 - i. Any barn, ponds, or lands, to which manure or waste from an animal facility that generates waste from the feeding and housing of animals for more than 45 days per year in a confined area that is not vegetated are applied;
 - ii. Any agricultural field where pesticides or fertilizer application has occurred in the prior 30 days or in the period prohibited by applicable law, whichever is longer;
 - iii. Any area that could cause damage to critical levees, infrastructure, wastewater and drinking water systems, drinking water wells or drinking water supplies, or exacerbate the threat of flood and other health and safety concerns; or

- iv. Any area that has not been in active irrigated agricultural cultivation within the past three years, including grazing lands, annual grasslands, and natural habitats. This limitation does not apply to facilities already constructed for the purpose of groundwater recharge or managed wetlands.
- f. With respect to diversions of floodwaters from waters tributary to the Sacramento and San Joaquin River Delta (Delta) as defined in Water Code section 12220 (Delta), water rights holders are not making releases of stored water or reoperating facilities to provide flow for the purposes of meeting water quality control plan or endangered species supporting regulatory requirements in the Delta at the time of the diversion.
- g. The diversion uses:
 - i. Either existing diversion infrastructure or temporary pumps;
 - ii. Existing groundwater recharge locations, where available;
 - iii. No new permanent infrastructure or permanent construction; and
 - iv. Simple screens installed on temporary pump intakes to minimize the impacts of diversion to salmon and other aquatic life.
- h. The person or entity availing itself of suspensions created by Paragraph 2 of Executive Order N-4-23 files a preliminary report with the Water Board and any applicable Groundwater Sustainability Agency (GSA) or GSAs for the basin, no later than 14 days after initially commencing diversion of flood flows for groundwater recharge, and a final report with the Water Board and any applicable GSA or GSAs for the basin no later than September 15, 2023. The preliminary and final reports required by this subparagraph shall:
 - i. Identify the person or entity utilizing the suspensions created by Paragraph 2 of Executive Order N-4-23;
 - ii. Identify the triggering condition from subparagraph (c) of this paragraph;
 - iii. Provide the GPS coordinates for the point of diversion, a map identifying the approximate area inundated by the flood flows, and the corresponding assessor parcel number(s);
 - iv. Identify the time when diversions of floodwaters to groundwater recharge commenced, and for final reports, when diversions ceased; and
 - v. Provide an estimate, as of the report's date, of the amount of floodwaters diverted utilizing the suspensions created by Paragraph 2 of Executive Order N-4-23.

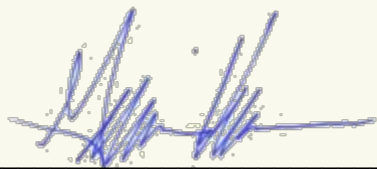
The Water Board shall post on its internet website all reports received pursuant to this subparagraph.

10. To mitigate the effects of the Late Winter Storms, including by reducing the risks of local catastrophic flooding in the Tulare Lake Basin, Part 2 (commencing with section 1200) of division 2 of the Water Code, exclusive of section 1225, and regulations adopted pursuant to that part, are suspended for diversions of flood flows into the Kern Intertie and ultimately into the California Aqueduct until August 31, 2023, such that applications and permits for water rights shall not be required for such diversions, nor shall such diversions create new water rights or modify existing water rights, to the extent applications or permits would have been required or water rights would have been affected absent this suspension.
11. The Department of Water Resources and State Water Resources Control Board shall (i) communicate to water systems and others any additional information or actions necessary for those systems and others to monitor and be prepared for the addition of Kern River floodwater in the California Aqueduct, and (ii) collaborate on long-term actions that align water rights and flood response, including actions that maximize in-basin groundwater recharge.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

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 17th day
of May 2023.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY WEBER, PH.D
Secretary of State

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-10-23

WHEREAS the State has experienced over thirty atmospheric rivers since December 2022, resulting in compounding and cumulative impacts across California, including record or near record amounts of snow in the Sierra Nevada; and

WHEREAS on January 4, 2023, I proclaimed a State of Emergency to exist in California as a result of severe winter storms related to an atmospheric river event beginning on December 27, 2022; and

WHEREAS on March 1, March 8, March 12, March 14, March 28, April 20, May 15, and June 16, 2023, I proclaimed a State of Emergency to exist in 53 counties, cumulatively, as a result of a series of winter storms that initially struck California beginning in late February and continue to significantly impact the counties identified in my Proclamations; and

WHEREAS on April 21, May 10, July 8, and October 19, 2021, I proclaimed States of Emergency to exist due to drought conditions, and on February 13, 2023, I issued Executive Order N-3-23 and on March 10, 2023, I issued Executive Order N-4-23, to address evolving drought conditions due to the 2022-2023 Winter Storm Events and mitigate flooding by facilitating groundwater recharge; and

WHEREAS on March 31, 2023, I issued Executive Order N-6-23 to bolster the emergency response to the 2022-2023 Winter Storm Events, particularly in the Tulare Lake Basin that continues to be affected by historic flooding; and

WHEREAS on May 17, 2023, and on June 16, 2023, I issued Executive Order N-7-23 and N-9-23, respectively, to further bolster the emergency response to the 2022-2023 Winter Storm Events, in both the San Joaquin River and the Tulare Lake Basins; and

WHEREAS there remains a need for removal of floating vegetation and debris throughout impacted counties, including stretches of the Salinas River mainstem and tributaries, stretches of the Pajaro River mainstream and tributaries, and coastal streams along the Central Coast region from Santa Cruz County to Ventura County, and that removal must expeditiously occur before the next rainy season begins in fall 2023 in order to mitigate the risk of additional flooding and allow for continued recovery efforts; and

WHEREAS emergency repairs, debris removal, sediment removal, and vegetation management within waters of the United States are subject to federal approvals from the U.S. Army Corps of Engineers pursuant to section 404 of the federal Clean Water Act (33 U.S.C. § 1344), and the State Water Resources Control Board (Water Board) has previously issued state water quality certifications corresponding to the Corps Regional General Permits 8, 5, or 63 for Repair and Protection Activities in Emergency Situations and the Nationwide Permit 3 for Maintenance Part (a) for repair, rehabilitation, or replacement of structure of fill (collectively Emergency or Repair Corps Orders), which provide a

pathway for emergency activities in many instances (hereinafter referred to as Water Board Emergency or Repair 401 Certification Orders); and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Order would prevent, hinder, or delay the mitigation of the effects of the 2022-2023 Winter Storm Events.

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, 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. All provisions contained in the above-referenced Proclamations of a State of Emergency and Executive Orders shall remain in full force and effect, except as modified or withdrawn in subsequent proclamations and orders.
2. To protect health, safety, and the environment, and to reduce the risks of local catastrophic flooding, with respect to activities that take place in the San Joaquin River and tributaries, the Tulare Lake Basin and tributaries, including, but not limited to, the Kings, Tule, Kaweah, and Kern Rivers, the Salinas River and tributaries, the Pajaro River and tributaries, and other coastal streams between the Pajaro River (Santa Cruz/Monterey/San Benito Counties), to and including the Ventura River (Santa Barbara/Ventura County), but excluding tributaries to such other coastal streams, the following are suspended, subject to the conditions in Paragraphs 3 and 4, as applicable:
 - a. Chapter 6 (commencing with section 1600) of Division 2 of the Fish and Game Code, and regulations adopted pursuant to that Chapter.
 - b. Certain statutes, rules, and requirements applicable to activities under the jurisdiction of the Water Board and the California Regional Water Quality Control Boards (Regional Water Boards) as follows:
 - i. For an activity in a water of the United States that receives an authorization by the U.S. Army Corps of Engineers pursuant to section 404 of the Clean Water Act, any enrollment criteria that may limit the permitting of the activity under a Water Board Emergency or Repair 401 Certification Order, including criteria limiting the scope to only the Emergency or Repair Corps Orders, conditioned on compliance with all other provisions set forth in the relevant Water Board Emergency or Repair 401 Certification Order.

- ii. For an activity not covered by paragraph 2.b.i, sections 13260 and 13263 of the Water Code, and regulations adopted pursuant to those sections.
 - c. Division 13 (commencing with section 21000) of the Public Resources Code, and regulations adopted pursuant to that division.
- 3. The suspensions in Paragraph 2 apply only to (i) the repair or replacement of existing levees, weirs, and other conveyance and flood-control infrastructure, (ii) debris removal, (iii) sediment removal, and (iv) vegetation management, provided that the activity meets all of the following conditions, as applicable:
 - a. The activity is necessary to respond to conditions caused by the 2022-2023 Winter Storm Events and is necessary to avoid future damage from high streamflow events in the upcoming rainy season.
 - b. Removal of sediment or vegetation or both serves to either reestablish a functional low flow channel or reestablish channel capacity, or clear sediment and debris from the river channel near structures such as bridges.
 - c. Removal of sediment or vegetation or both is carried out in a manner that (i) does not involve excavation resulting in the establishment of a new low flow channel that did not exist prior to the 2022-2023 Winter Storm Events, (ii) maintains the natural contour of the stream, (iii) maintains the downstream slope of the stream flow line, and (iv) does not impede fish passage or cause fish stranding.
 - d. Removal of sediment or vegetation or both is limited to portions of the channel that are dry.
 - e. No more than 30% of the total native vegetation within the stream channel and bank is removed from each river mile.
 - f. Levees are either set back from their previous location (increasing channel capacity) or are rebuilt as configured prior to the 2022-2023 Winter Storm Events.
 - g. The activity does not involve disposal or placement of flood-delivered sediments into waters of the state or at locations or in a manner where sediments may be washed into waters of the state by rainfall or runoff.
 - h. The activity minimizes impacts to beneficial uses of the water body.
 - i. The activity is completed by November 1, 2023.
- 4. The suspensions in Paragraph 2.b.ii apply only if the activity meets all of the following further conditions:

- a. The project proponent shall provide notice to the appropriate Regional Water Board as early as possible, and no less than forty- eight (48) hours prior to initiating the project, that includes the scope and location of the activity, a description of the infrastructure, debris, sediment, and vegetation conditions relevant to the activity, with representative photos, and, as applicable, a description of how the activity serves to establish a functional low flow channel or reestablish channel capacity.
- b. Following any accidental discharge of a reportable quantity of a hazardous material (as defined in Health and Safety Code section 25501), sewage, or an unknown material, the project proponent shall follow the notification and reporting procedures set forth in condition A.3.c of Water Quality Order No. 2019-0044-Exec Clean Water Act Section 401 Water Quality Certification and Order.
- c. The activity shall be undertaken so as to avoid causing a violation of any applicable water quality standards, including impairment of designated beneficial uses for receiving waters, as adopted in any applicable Regional Water Board or Water Board water quality control plan or state policy for water quality control, but in the event of a violation of water quality standards, the project proponent shall eliminate the source of any such discharge as soon as practicable. Water diversion activities must not result in the degradation of beneficial uses or exceedances of water quality objectives of any of the receiving waters. Any temporary dam or other constructed obstruction must only be built from materials that will cause little or no siltation (e.g., clean gravel). Normal flows must be restored to the affected water immediately upon completion of work at that location.
- d. If there is a violation of a water quality standard, the project proponent shall notify the applicable Regional Water Board of any event causing a violation of compliance with water quality standards. Notification may be via telephone, e-mail, delivered written notice, or other verifiable means. This notification must be followed within three (3) working days by submission of a written report that includes the cause of the violation; the location shown on a map; and the period of the noncompliance including exact dates and times. If the noncompliance has not been corrected, include: the anticipated time it is expected to continue; the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance; and any monitoring results.
- e. If surface water is present, the project proponent shall conduct continuous visual surface water monitoring to detect accidental discharge of construction-related pollutants (e.g., oil and grease, turbidity plume, or uncured concrete).

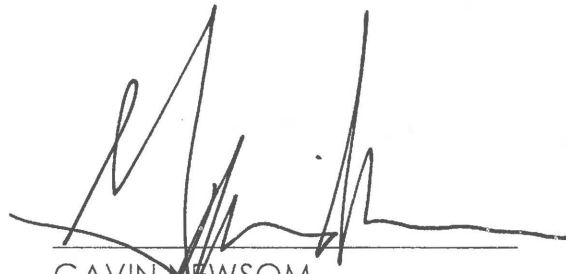
- f. The project proponent shall keep all repairs and construction to the minimum necessary to alleviate the emergency caused by the 2022- 2023 Winter Storm Events and limited to in-kind replacement or refurbishment of on-site features, although the project may undertake minor upgrading if bioremediation or other environmentally sensitive solutions are used.
 - g. The project proponent shall implement effective best management practices to control erosion and runoff from areas associated with the activity, including access roads. All areas of temporary impacts and all other areas of temporary disturbance that could result in a discharge or a threatened discharge to waters of the U.S. and/or state must be restored. Restoration must include grading of disturbed areas to pre-project contours and revegetation with native species.
 - h. Notification of completion, including representative photos showing completion, shall be submitted to the appropriate Regional Water Board within 30 days of completion of the activity.
- 5. To support adequate state staffing for all state agencies assigned response and/or recovery role related to the 2022-2023 Winter Storm Events in coastal streams including and between the Pajaro River (Santa Cruz/Monterey/San Benito Counties) and the Ventura River (Santa Barbara/Ventura County), consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. All other restrictions must be adhered to for retired annuitants. The Director of the California Department of Human Resources must be notified of any individual employed in state government pursuant to these suspensions. The suspension of statutes identified in this Paragraph shall also apply to local governments, as applicable, to ensure adequate staffing to appropriately respond to the damage from the 2022-2023 Winter Storm Events in coastal streams including and between the Pajaro River (Santa Cruz/Monterey/San Benito Counties) and the Ventura River (Santa Barbara/Ventura County). Local governmental agencies shall notify the California Public Employees' Retirement System of any individual employed by an agency pursuant to this Paragraph.
- 6. The limitation for the period of employment for State Personnel Board emergency appointments, as provided in Government Code section 19888.1, is suspended for positions required for emergency response and/or recovery operations related to the 2022-2023 Winter Storm Events in coastal streams including and between the Pajaro River (Santa Cruz/Monterey/San Benito Counties) and the Ventura River (Santa Barbara/Ventura County). The requirements

and period of employment for such appointments will be determined by the Office of Emergency Services but shall not extend beyond the termination date of the State of Emergency.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed with the Office of the Secretary of State and that widespread publicity and notice be given to 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 4th day of August 2023.

A handwritten signature in black ink, appearing to read 'Gavin Newsom', is written over a horizontal line.

GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State



FEMA

Congressional Affairs Division
202-646-4500

STATE OF CALIFORNIA

FEDERAL DISASTER DECLARATION FACT SHEET

APRIL 3, 2023

Today, April 3, 2023, President Joseph R. Biden Jr., granted a Major Disaster Declaration for the State of California triggering the release of Federal funds to help individuals and communities recover from Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides that occurred February 21, 2023, and continuing. Details of the disaster declaration and assistance programs are as follows:

Declaration Number:	FEMA-4699-DR
Incident:	Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides
Incident Period:	February 21, 2023, and continuing
Federal Coordinating Officer:	Andrew F. Grant National FCO Program
Individual Assistance (IA):	(Assistance to individuals and households):
IA-Designated Counties:	Kern, Mariposa, Monterey, San Benito, Santa Cruz, Tulare, and Tuolumne Counties.
Public Assistance (PA):	(Assistance for emergency work and the repair or replacement of disaster-damaged facilities):
PA-Designated Counties:	Calaveras, Los Angeles, Monterey, and Tulare Counties.
Hazard Mitigation (HM):	(Assistance for actions taken to prevent or reduce long term risk to life and property from natural hazards):

HM-Designated Areas:

All areas in the State of California are eligible to apply for assistance under the Hazard Mitigation Grant Program.

OTHER:

Additional designations may be made at a later date if requested by the state and warranted by the results of further damage assessments.

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LICENSE NUMBER	1221
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LICENSE TO USE STATE MILITARY PROPERTY

BETWEEN

CALIFORNIA MILITARY DEPARTMENT

AND

The City of Porterville

FOR

USE OF READINESS CENTER IMPROVEMENTS AND GROUNDS

This AGREEMENT, dated for reference the 10th day of April 2023, by and between the California Military Department (CMD), hereinafter called STATE, and the City of Porterville, 291 North Main Street, Porterville, CA 93257, hereinafter called LICENSEE, without distinction as to number or gender, and effective upon execution by STATE. STATE and LICENSEE are sometimes referred to individually as a "party" or collectively as the "parties".

RECITALS

WHEREAS, the STATE has under its jurisdiction, certain real property known as the Porterville armory, located at 29 N. Plano St. Porterville, CA 93257, hereinafter called PREMISES, identified in **Exhibit "B"**, consisting of one (1) page and attached hereto and incorporated herein by this reference.; and,

WHEREAS, it is essential that STATE have a secure facility and surrounding grounds; and,

WHEREAS, PREMISES may be made available to meet the needs of the local civil authority when not required to meet immediate operational requirements;

NOW THEREFORE, STATE and LICENSEE agree as follows:

WITNESSETH

I.

GENERAL PROVISIONS

1. AGREEMENT is for non-exclusive weekday or weekend use throughout the license term.
2. Upon declaration of emergency by the STATE or federal government, STATE reserves the right to reoccupy PREMISES, including all parking areas, with twenty-four (24) hours written or electronic (voice or email) notice to LICENSEE at the notification address/number below.

3. PREMISES will not be available during the following drill periods: n/a
4. LICENSEE shall comply with all applicable statutes, laws, ordinances and rules or regulations adopted by the Federal, State or any City, City and County, County or other body politic pertaining to use of said premises or any provisions of the License.
5. LICENSEE shall comply with such reasonable rules and regulations as may be prescribed by STATE for the reasonable use and occupation of State Facilities.
6. LICENSEE understands and agrees the California Legislature may impose additional restrictions, limitations or conditions affecting AGREEMENT provisions or terms; however, any such changes become effective no sooner than 30 days after the legislature has acted.
7. This agreement shall not be assigned or sublet or otherwise encumbered, in whole or in part, without STATE'S prior written consent.
8. STATE shall supply PREMISES with utilities, the nominal cost of which is included in the use fee. Section VI (FEES), item #5 addresses extraordinary utility use and payment.
9. LICENSEE shall have use of the offices, storage areas, drill floor, latrines, showers, parking areas for placement of storage containers (if required), and kitchen counters solely for food preparation or distribution (no oven or stove top use). All food will be stored and surfaces cleaned on a daily basis when shelter operations are underway.
10. STATE is not responsible for losses or damage to personal property, equipment or materials of LICENSEE, its employees, agents or clients. LICENSEE shall report to STATE all losses immediately upon discovery.
11. LICENSEE shall not drive any nails, tacks, pins or other objects into the walls, ceilings, partitions, windows, woodwork, or any other part of PREMISES, nor in any manner move or change any fixture, nor make any alterations to PREMISES without STATE'S prior written consent.
12. Upon completion of use, LICENSEE shall remove all decorations, display, signs, and equipment on PREMISES.
13. Upon license expiration, LICENSEE will surrender PREMISES to STATE with appurtenances and fixtures in good order, condition, and repair, reasonable use and wear thereof, or Acts of God excepted.
14. LICENSEE shall not permit any alcoholic beverage to be offered for sale, stored, given away or otherwise disposed or consumed on any part of PREMISES, nor shall LICENSEE permit any use of tobacco products on any part of PREMISES or within twenty (20) feet of entrances, doorways or opening windows, except in a sufficiently distanced controlled area under LICENSEE supervision.
15. LICENSEE acknowledges PREMISES may not be fully ADA compliant and agrees to implement or improve, at its sole cost and expense, those necessary compliance measures required for the duration of its use. Furthermore, LICENSEE agrees to provide any and all required temporary emergency lighting required by State, County or City laws or ordinances.

II.

AUTHORIZED ACTIVITIES

1. LICENSEE is authorized to use PREMISES to provide temporary shelter and/or health and medical services to homeless citizens of the community.
2. LICENSEE may provide on-site program management through either LICENSEE employees, agents or volunteers or through contracted services.
3. LICENSEE agrees to clean PREMISES removing all litter, trash, cans, bottles, etc. from PREMISES after each use period, but not less than once per day.
4. LICENSEE shall provide janitorial services, whether from a licensed contractor or qualified civil service employee(s), to clean and sanitize the armory, including restrooms, showers, and drill floor, according to standards set forth in **Exhibit "F"**, made a part hereof by this reference. If civil service employees will not fulfill janitorial services, LICENSEE shall provide STATE a copy of the janitorial contract before commencement of licensed use.
5. The armory facility will be available twenty-four (24) hours each day unless otherwise approved by the STATE for extended periods during inclement weather conditions.
6. LICENSEE shall provide on PREMISES one hour before shelter opening until one hour after lights-out in the evening no less than one (1) appropriately licensed (guard card) and easily identifiable uniformed security officer. The security officer shall have access to a telephone, provided by LICENSEE, for contacting the appropriate law enforcement agency, should it become necessary. LICENSEE is responsible for protecting patrons, agents and invitees from acts of third parties, and agrees to notify STATE and appropriate law enforcement agencies as required.
7. Uniformed security personnel will check (search) each client for weapons and drug paraphernalia before any client may enter, or reenter the armory. On-site supervising soldiers are not security personnel and WILL NOT assist with weapon checks or other security-related actions; however, they will observe security inspections.
8. Security personnel will notify the military site supervisor or, if one is not available, the Area Coordinator or the STATE Program Manager before leaving PREMISES. A copy of the security contract will be due to the STATE before the license term begins.
9. Consistent with GC 15301.3(e), LICENSEE shall provide STATE a schedule of nightly shelter visits by law enforcement officers of the local jurisdiction within which the armory is located.
10. Any damage to PREMISES will be inspected by STATE representatives (CMD Area Coordinator) and LICENSEE to determine the character and extent of damage (with photographs). Repairs should be completed within twenty-four (24) hours if an emergency or seventy-two (72) hours if urgent.
11. The STATE Area Coordinator will contract for necessary repair or restoration services using appropriate state or federal guidance, while coordinating and collaborating closely with LICENSEE. LICENSEE may not undertake repairs or restoration using its own forces or contract services without the prior written

consent of STATE'S Area Coordinator.

12. Within thirty (30) days of being presented a demand (invoice) for payment, LICENSEE shall make STATE whole for the cost of repairing or restoring any improvement or utility damaged as a result of PREMISES shelter use. If significant plumbing issues occur due to repeated latrine clogging by clients, the LICENSEE will provide, at its sole cost or expense, portable latrines for the duration of the contract.
13. LICENSEE shall take all necessary steps to ensure shelter clients do not constitute a nuisance in the immediate vicinity of PREMISES during hours of shelter operation. If at any time the STATE is dissatisfied with the LICENSEE efforts, the LICENSEE and STATE shall meet to explore means and methods of compliance.
14. LICENSEE is solely responsible for supplying consumables including, but limited to cleaning or sanitizing supplies and equipment, liquid soap, paper towels, and toilet paper. LICENSEE affirms the County Health Department shall provide regular health screenings and consultation on sanitation issues as required or as otherwise requested.
15. The ONLY animals allowed inside PREMISES are service animals as defined in Section XIV below. Client pets or any other animal not meeting the definition of service animal must remain outside PREMISES at all times.
16. LICENSEE shall conform to the guidance and recommendations for tuberculosis prevention outlined in "*Preventing Tuberculosis (TB) in Homeless Shelters: A Guide for Preventing and Controlling TB and other Aerosol Transmissible Diseases in Los Angeles County Facilities*", included as **Exhibit "C"** herein and by this reference made a part hereof.
17. LICENSEE shall at all times conform to local or state (Governor's) orders for preventing COVID-19 infection by mandating mask wearing and organizing the site to conform to physical distancing requirements.
18. Before clients may park their vehicle in PREMISES parking area, LICENSEE shall ensure each has a valid vehicle registration and current insurance coverage.
19. Vehicles parked on PREMISES without appropriate approval shall be towed away by STATE's order and at LICENSEE's risk and expense.

III.

NOTIFICATION

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time. so long as such day is not a State or Federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

To LICENSEE:

City of Porterville
Attn: City Manager
291 North Main Street
Porterville, CA 93257
(559) 782-7466

To STATE:

California Military Department
9800 Goethe Road, Box 18
Sacramento, CA 95826
(916) 854-3788

PROGRAM MANAGER:
SSG Monica Estrada
(916) 541-8160

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. LICENSEE is obligated to notice State offices listed above and the failure to provide notice to do so shall constitute a lack of notice. Nothing contained herein shall preclude the giving of any such notice by personal service.

IV.

INSURANCE REQUIREMENTS

LICENSEE is a public entity, which is self-insured and will be responsible for any damage caused to PREMISES. Additionally, LICENSEE shall indemnify STATE against any injuries caused by use of PREMISES. LICENSEE has furnished the necessary Certificate of Self-Insurance, **Exhibit "D"** attached hereto and incorporated herein by this reference, demonstrating the required insurance coverage will be in effect during the complete term of AGREEMENT, and shall include, but not be limited to:

- Combined single limit liability of \$2,000,000, or
- Special event coverage with a limit of \$2,000,000, and
- A statement naming the United States, State of California, its officers, agents, employees, and servants as additional insured, but only with respect to the activities of the named insured.

V.

HOLD HARMLESS INDEMNIFICATION

The PREMISES are provided in "AS-IS" and "WITH ALL FAULTS" condition, and STATE and its employees, representatives and agents disclaim all warranties, expressed or implied, regarding the PREMISES, including, but not limited to, all implied warranties of merchantability or fitness for a particular purpose or compliance with Applicable Law. LICENSEES acknowledges and agrees that STATE and its employees, representatives and agents have made no representations or warranties for the PREMISES, including, without limitation, any representations or warranties regarding, (a) the condition or repair of the PREMISES, (b) whether such PREMISES are sufficient for the purposes of LICENSEE, or (c) whether the PREMISES comply with Applicable Laws (as defined below), including without limitation the Americans with Disabilities Act (ADA) or other accessibility laws, (d) whether there are any facts or conditions affecting the PREMISES that might, individually or in the aggregate, interfere with the use or occupancy of the

PREMISES or any portion thereof by LICENSEE.

The use of the PREMISES by LICENSEE shall be conclusive evidence that LICENSEE accepts the same "AS IS and WITH ALL FAULTS" and that the PREMISES are suited for the use intended by LICENSEE and are in good and satisfactory condition at the time such possession was taken. LICENSEE represents and warrants to STATE that (a) its sole intended use of the PREMISES is for temporary sheltering (the "Permitted Use") and (b) prior to using the PREMISES it has made such investigations as it deems appropriate with respect to the suitability of the PREMISES for its intended use and has determined that the PREMISES are suitable for such intended use.

LICENSEE shall comply with all applicable statutes, laws, ordinances and rules and regulations adopted by the Federal, State or any City, City and County, County or other body politic, including without limitation all building codes, the ADA or other accessibility laws ("Applicable Laws") and which pertains to use of the PREMISES or any provisions of the License, and will indemnify, defend and hold STATE free and harmless from and against any violations thereof and any and all liabilities, suits, causes of action, judgments, demands and claims for damages, including all reasonable costs of any litigation and attorney's fees and expenses, arising out or by reason of any such violation.

LICENSEE shall indemnify, defend and hold STATE its employees, representatives and agents free and harmless from and against any and all suits, causes of action, demands, proceedings, claims, damages, judgments, obligations liabilities, liens, fines, costs, and expenses (including, but not limited to, attorneys' fees and costs) (collectively "Losses") which arise from or are related to (a) use or occupancy of the PREMISES by LICENSEE or its Representatives, including, but not limited to, damage to property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause or causes whatsoever during the term of this License or any occupancy hereunder, holdover periods or any other occupancy of the PREMISES during the term of this License, except (i) those Losses that are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by sole gross negligence of the STATE or its employees, or (ii) to the extent any such Losses are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by the willful misconduct of the STATE or its employees; provided, however, any condition of the PREMISES that is found to be in violation of any Applicable Law by a court or administrative tribunal of competent jurisdiction shall not be deemed gross negligence or willful misconduct on the part of the STATE or its employees; (b) breach of LICENSEE'S obligations under the AGREEMENT, (c) negligence or other wrongful act by LICENSEE or its Representatives, (d) violation of Applicable Law by LICENSEE or its Representatives, (e) any allegation that the PREMISES do not comply with Applicable Law. "Representatives" means LICENSEE'S agents, employees, representatives, contractors, or any other person or persons acting within the direct control or authority of such party or its agents, employees, representatives or contractors.

VI.

FEES

1. The use fee is waived based on Services in Kind as per California Army National Guard Regulation 210-2 paragraph 9.
2. Extraordinary utility costs are waived during the term of this license.
3. Emergency 24 hour use of the facility is authorized through the request from the local Office of Emergency Services.

VII. TERM

License shall take effect no earlier than April 11, 2023 or upon execution by STATE, whichever is later, and shall expire no later than 0800 (8:00 A.M.) August 31, 2023.

VIII. AMENDMENT AND TERMINATION

AGEEMENT amendment or modification must be in writing and duly executed by the parties.

Either party may terminate AGEEMENT with 30 days written notification to the other at the addresses previously given. Upon termination, the activities of the parties shall be governed by the applicable provisions of the Military and Veterans Code. STATE is not obligated to reimburse LICENSEE any fees should it terminate this AGREEMENT before reaching its full term.

IX. ENTIRE AGREEMENT

AGREEMENT, along with any exhibits attached hereto, constitutes the entire covenant and understanding between STATE and LICENSEE for PREMISES. AGREEMENT supersedes all prior and contemporaneous routine activity agreements, representations or understandings, if any, whether oral or written.

X. DURATION & RENEWAL

AGREEMENT shall remain in effect through the termination date and will not be extended, but may be renewed annually subsequent to renegotiation required to protect the parties.

XI. RIGHT TO ENTER

During continuance in force of AGREEMENT, there shall be, and is hereby expressly reserved to STATE and to any of its contractors, agents, employees, representatives, or licensees, the right at any and all reasonable times, and any and all places to temporarily enter upon said PREMISES for inspection or other lawful STATE purposes.

XII. ENVIRONMENTAL LAWS AND REGULATIONS

LICENSEE must comply with all applicable local, State or Federal environmental provisions, requirements, ordinances, regulations or laws. AGREEMENT does not constitute any form of authorization, permit, or opinion with respect to the satisfaction thereof. LICENSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this license pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

1. In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LICENSEE'S illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LICENSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.
2. Where the LICENSEE is found to be in breach of this Paragraph due to the issuance of a government order directing the LICENSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LICENSEE or any person acting under

LICENSEE'S direct control and authority, LICENSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

XIII.

DEFAULT

LICENSEE shall make all required payments to the STATE without deduction, default or delay. In the event of the failure of LICENSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LICENSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LICENSEE of such default, this License may, at the STATE'S sole discretion, be terminated.

In the event of termination of this License, it shall be lawful for STATE to reenter into and upon the PREMISES and every part thereof and to remove and store at LICENSEE's expense all property therefrom and to repossess and occupy the PREMISES. In the event STATE terminates this License pursuant to this Paragraph, the STATE shall not be required to pay LICENSEE any sum or sums whatsoever.

XIV.

SERVICE ANIMALS

Service Animal Defined by Title II and Title III of the ADA: (from the ADA National Network)

Under Title II and III of the ADA, service animals are **limited to dogs** individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

Emotional support animals, comfort animals, and therapy dogs are not service animals under Title II and Title III of the ADA. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals either. The work or tasks performed by a service animal must be directly related to the individual's disability. A doctor's letter does not turn an animal into a service animal.

Examples of animals fitting the ADA's definition of "service animal" because they have been **specifically trained to perform a task for the person with a disability**:

Guide Dog or Seeing Eye® Dog¹ is a carefully trained dog that serves as a travel tool for persons who have severe visual impairments or are blind.

Hearing or Signal Dog is a dog that has been trained to alert a person who has a significant hearing loss or is deaf when a sound occurs, such as a knock on the door.

Psychiatric Service Dog is a dog that has been trained to perform tasks that assist individuals with disabilities to detect the onset of psychiatric episodes and lessen their effects.

SigDOG (sensory signal dogs or social signal dog) is a dog trained to assist a person with autism. The dog alerts the handler to distracting repetitive movements common among those with autism, allowing the person to stop the movement (e.g., hand flapping).

Seizure Response Dog is a dog trained to assist a person with a seizure disorder. The dog may stand guard over the person during a seizure or the dog may go for help. A few dogs have learned to predict a seizure and warn the person in advance to sit down or move to a safe place.

While Emotional Support Animals or Comfort Animals are often used as part of a medical treatment plan as therapy animals, they are not considered service animals under the ADA. These support animals provide companionship, relieve loneliness, and sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform tasks that assist people with disabilities and are not covered by federal laws protecting the use of service animals.

A public facility is not allowed to ask for documentation or proof a dog has been certified, trained, or licensed as a service animal. Staff on site may ask the following questions:

1. Is the dog a service animal required because of a disability?
2. What work or task has the dog been trained to perform?

No further questions should be asked regarding the disability or the animal, nor is it permissible to ask that the dog perform the task that grants it to be a service animal.

CONCURRENCE

INSTALLATION COMMANDER

DATE: _____

FOR THE ADJUTANT GENERAL

DATE: _____



CITY OF PORTERVILLE

DATE: 04/21/2023

**MEMORANDUM OF UNDERSTANDING FOR SHELTER SUPPORT
BETWEEN COUNTY OF TULARE AND CITY OF PORTERVILLE**

This Agreement, is effective as of April 11, 2023, (the "Agreement"), and is between The City of Porterville ("CITY"), a California municipal corporation, and the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY"), who agree as follows:

WHEREAS, CITY has entered into an arrangement with the California National Guard for use of the Armory space, with address of 29 N Plano St., Porterville, CA 93257 (the "Premises") for emergency shelter purposes; and

WHEREAS, COUNTY, along with its Health and Human Services Agency, desires to provide disaster relief support, including logistical support, shelter staffing, and meal support, solely for the purpose of the Premises being used as an emergency shelter in response to the March 2023 atmospheric river storms; and

WHEREAS, in order to provide said support, COUNTY is fully dependent upon the California Department of Social Services ("CDSS") fulfilling COUNTY'S request for logistical and funding support, of which COUNTY, upon receipt, will convey to CITY; and

WHEREAS, in the event that CDSS is unable to provide support, and/or CDSS or the American Red Cross is unable to provide operational support, COUNTY is unable to continue services alone and shall immediately terminate this Agreement; and

WHEREAS, COUNTY seeks to clarify the scope of services to be provided and set reasonable limits on the term of those services; and

WHEREAS, COUNTY agrees to provide, and CITY agrees to receive said services; and

WHEREAS, CITY opened the shelter on the Premises on April 11, 2023, and COUNTY began providing services as of April 11, 2023, and now seek to memorialize this exchange in writing;

NOW, THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties agree as follows:

1. **SERVICES.** COUNTY agrees to provide at its own expense, and CITY agrees to receive services at the Premises pursuant to this Agreement. COUNTY shall provide 24 hour, or agreed operational period staffing at the Premises, in which COUNTY will provide logistical support, shelter staffing, and meal support in conjunction with the California Department of Social Services and/or the American Red Cross. COUNTY will additionally provide social assistance via case management services Monday through Friday, 8 AM to 5 PM. COUNTY shall also provide 24 hour security at the site (Collectively, the "Services"). The parties may agree in writing to a shorter operational period.

CITY shall provide animal care and shelter for residents of the Premises, including kennels and food. CITY shall be providing laundry, bathroom, and shower services for the residents of the Premises. Except for as otherwise specified in Section 8.c., CITY shall provide janitorial services for the Premises, which shall be regularly available daily, and shall be available upon an immediate needs basis. CITY shall keep on-call maintenance technician that is able to respond to immediate maintenance needs.

Services will be performed to the satisfaction of COUNTY for purposes of reimbursement of COUNTY by the State or Federal government.

2. **TERM.** The Services contemplated in Section 1 shall be from April 11, 2023, to May 5, 2023.

The County's provision of staffing and support services shall end at 12:00 noon, and the County's provision of security services shall end at 5:00 p.m., on Friday, May 5, 2023.

Additionally, the Parties agree that this Agreement will terminate pursuant to Section 19 of this Agreement upon the exit of the California Department of Social Services' support of staffing of the Services.

3. **CONSIDERATION.** CITY and COUNTY agree that the services provided to the public are adequate and good consideration for this Agreement, and no monetary compensation is required for this Agreement.

4. **USE.** Upon commencement of the term, COUNTY staff shall be entitled entry onto the Premises to provide the Services.

5. **AGREEMENT TO USE FACILITIES.** The use of the Premises is defined as follows:

- a. Use of the Premises 24 hours a day for sheltering evacuees and animals; and
- b. Any other use to which the parties mutually agree.

6. **ACCEPTANCE.** On the date that the COUNTY begins providing services at the Premises, the Premises shall be in good condition. COUNTY commencing services on the Premises on the effective date shall constitute COUNTY's acknowledgment that, to the best of their knowledge, the Premises is in good condition.

7. **USE.** COUNTY shall use the Premises and shall not use it in any manner that will constitute waste or nuisance.

8. **MAINTENANCE.**

- a. CITY will provide, at CITY's expense, all ongoing maintenance, preventative maintenance, repair, and upkeep of the Premises, including, but not limited to, the parking areas, sidewalks, grounds, building and improvements, and equipment and fixtures attached thereto.

b. CITY will be responsible for complying with all codes or laws requiring alterations, maintenance or restoration of the Premises and parking areas during the term of the AGREEMENT, at no cost to COUNTY, including all ADA Standards for Accessible Design requirements and codes requiring fire extinguishers or other fire suppression equipment and related signage.

c. CITY will be responsible for cleaning the restrooms. COUNTY will be responsible for any cleaning or sanitization of rooms used, waiting rooms, and door handles.

d. In case of emergency the parties will take immediate steps to protect persons and property, consistent with their respective roles and responsibilities under this AGREEMENT. The CITY maintains responsibility to provide COUNTY with a facility that is fit for the purpose and intent of the AGREEMENT. If necessary repairs are brought to the CITY's attention by COUNTY, CITY will make repairs within the next ten (10) days. If the CITY does not take the necessary steps, COUNTY will have the right to repair and to be reimbursed by CITY.

9. **ALTERATIONS.** COUNTY shall not make any structural or exterior alterations to the Premises without CITY's or the California National Guard's consent; however, COUNTY shall have the right without cost to the CITY to make, with CITY's prior written consent, nonstructural alterations to the interior of the Premises that COUNTY requires in order to conduct its operations on the Premises, so long as those alterations are not prohibited by the terms and conditions of the CITY'S License Agreement with the California Military Department.

Upon termination of the AGREEMENT, if COUNTY is not then in default of any of the provisions of this AGREEMENT, COUNTY shall have the right to remove from the Premises immediately before the termination of the AGREEMENT, or within ten (10) days thereafter, any alterations COUNTY has made to the Premises, as long as the removal will not cause any structural

damage to the Premises, and COUNTY at its cost promptly restores any damage caused by the removal.

10. **UTILITIES.** CITY, in conjunction with the California National Guard, shall make all arrangements for, and pay for, all utilities and services furnished or to be used by COUNTY, including, without limitation, gas, electricity, water, sewer, trash, and for all connection charges, therefore. CITY and the California National Guard shall provide all fire extinguishers and related signs.

11. **INDEMNITY.** To the fullest extent permitted by law, CITY will hold harmless, defend and indemnify COUNTY and its officers, agents, volunteers, contractors, and employees from and against any liability, claims, actions, costs, damages, losses and expenses for injury, including without limitation, death of any person or damage to any property, including damage to animals; enforcement actions under California Prevailing Wage laws with respect to work done by CITY, or under other applicable statute or ordinance; or resulting from CITY's or CITY's agents', employees', contractors', or invitees' negligent or intentionally wrongful acts or omissions with respect to the Premises. CITY's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred during the term of this AGREEMENT, or any renewal or holdover period. This indemnification provision will survive the termination of this AGREEMENT.

To the fullest extent permitted by law, COUNTY will hold harmless, defend and indemnify CITY and its officers, agents, volunteers, contractors, and employees from and against any liability, claims, actions, costs, damages, losses and expenses for injury, including without limitation, death of any person or damage to any property, including damage to animals; enforcement actions under California Prevailing Wage laws with respect to work done by COUNTY, or under other applicable statute or ordinance; or resulting from COUNTY's or COUNTY's agents', employees', contractors', or invitees' negligent or intentionally wrongful acts or omissions with

respect to the Premises. COUNTY's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred during the term of this AGREEMENT, or any renewal or holdover period. This indemnification provision will survive the termination of this AGREEMENT.

12. **INSURANCE.** CITY acknowledges and agrees that COUNTY is a self-insured entity and waives any requirement that COUNTY procure and/or maintain insurance of any kind, including liability and/or fire/extended coverage insurance. COUNTY acknowledges and agrees that CITY is a self-insured entity and waives any requirement that CITY procure and/or maintain insurance of any kind, including liability and/or fire/extended coverage insurance.

13. **DESTRUCTION.** In the event the Premises, or the building in which the Premises is located, is totally or partially destroyed by fire, earthquake, flood, or other casualty so as to render such property unfit for occupancy, in whole or in part, and that if it should reasonably appear that CITY cannot or will not restore or repair the Premises within ten (10) days from the date of such damage, either party shall be entitled to terminate the Agreement by giving the other party notice in writing of intention to so terminate ten (5) days before the proposed date of termination.

14. **CONDEMNATION.** If, during the AGREEMENT Term, there is any taking by condemnation of all or part of the building, other improvements, or land of which the Premises are a part, or any interest in the AGREEMENT, the rights and obligations of the parties shall be determined as follows:

a. If the Premises are totally taken by condemnation, the AGREEMENT shall terminate on the date of the taking;

b. If any portion of the Premises is taken by condemnation the AGREEMENT shall remain in effect, except that COUNTY may elect to terminate the AGREEMENT by giving notice of same within five (5) days of the date of the taking.

15. **ASSIGNMENT.** COUNTY shall not assign or encumber its interest in the AGREEMENT, all or any part of the Premises, without the consent of CITY, which consent may be withheld at CITY's absolute discretion.

16. **SIGNS.** COUNTY may not install, or permit any other person to install, any sign, awning, canopy, marquee or other advertising on any exterior wall, door, or window on the Premises.

17. **PARTIES'S ENTRY ON PREMISES.** The parties and their authorized representatives shall have the right to enter the Premises at all reasonable times.

18. **REMOVAL OF PERSONAL PROPERTY.** On expiration or other termination of the AGREEMENT, COUNTY shall remove all its personal property and shall perform all restoration made necessary by the removal of any alterations, fixtures, or signs.

19. **TERMINATION.** Either party may terminate this Agreement for cause upon fifteen (15) days' prior written notice to the other party. For purposes of this section, "cause" shall be defined as the failure of either party to remedy any material breach of the AGREEMENT within three (3) days' written notice of the breach. No material breach will be found for issues that this contract already provides a remedy for, so long as those remedies are timely undertaken.

COUNTY, may immediately terminate this Agreement upon written notice should the expenses associated with the Services be deemed to be non-reimbursable by the Federal Government or California State Government, as COUNTY will not be able to fund the scope of the Services considered in this Agreement without Federal or State reimbursement. Written notice of such determination of non-reimbursability shall be communicated by COUNTY to CITY as soon as possible.

COUNTY may immediately terminate this Agreement upon written notice should operational support from CDSS or the American Red Cross ceases, as COUNTY will not be able to provide such support on its own. This written notice shall be communicated by COUNTY to CITY as soon as possible.

COUNTY, as required by the Federal Emergency Management Agency ("FEMA") contract provisions, may terminate this Agreement without cause and shall provide CITY with seven (7) days written notice of the termination of this Agreement without cause.

20. **SUCCESSORS.** This Agreement shall be binding on, and inure to, the benefit of the parties, their successors and assigns, except as otherwise limited by this Agreement.

21. **NOTICE.** Any notice, demand, request, consent, approval or other communication required or permitted under this Agreement shall be in writing and must be either delivered in person or sent by certified mail, postage prepaid, to the follow addresses:

COUNTY: Board of Supervisors
County of Tulare Administration Building
2800 W. Burrel
Visalia, CA 93291
w/Copy to: Tulare County Office of Emergency Services
Attn: Andrew Lockman
5957 S. Mooney Blvd.
Visalia, CA 93277

CITY: John Lollis
291 N Main St,
Porterville, CA 93257

Notice shall be deemed communicated four (4) days from the time of mailing as provided in this section.

22. **ACCESS TO RECORDS.** The following access to records requirements apply to this AGREEMENT: a. The parties agree to provide each other, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to

any books, documents, papers, and records of the CITY and COUNTY which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The CITY agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The CITY agrees to provide the FEMA Administrator, or their authorized representatives, access to the Premises or other sites pertaining the scope of this AGREEMENT.

d. In compliance with the Disaster Recovery Act of 2018, the COUNTY and the CITY acknowledge and agree that no language in this AGREEMENT is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

23. DEBARMENT AND SUSPENSION. CITY certifies, by entering into this AGREEMENT, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this AGREEMENT by any federal agency or by any department, agency or political subdivision of the State of California. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of CITY. The CITY also further certifies that it has verified the suspension and debarment status for all sub-contractors receiving funds under this AGREEMENT and is solely responsible for any paybacks and or penalties that might arise from non-compliance.

24. CHANGES. CITY and COUNTY, together the "Parties" agree that any changes made to this AGREEMENT must be formal written Agreement in the form of a Change Order to this AGREEMENT. Any Change Order must be submitted by the requesting party by at least seven

(7) days written notice to the other Party. Both the CITY and COUNTY must agree, in writing, to any changes to this AGREEMENT.

25. DEPARTMENT OF HOMELAND SECURITY SEALS/LOGOS. The CITY shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproduction of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

26. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS. CITY acknowledges that FEMA financial assistance will be used to fund all or a portion of the AGREEMENT. CITY shall comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

27. NO OBLIGATION BY FEDERAL GOVERNMENT. The Federal Government is not a party to this AGREEMENT and is not subject to any obligation or liabilities to the COUNTY, CITY, or any other party pertaining to any matter resulting from this AGREEMENT.

28. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. CITY acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statement) applies to the CITY's actions pertaining to this AGREEMENT.

29. DISASTER SERVICE WORKERS. Emergency management personnel provided under this AGREEMENT are public employees, who during disaster situations, are declared under California Government Code section 3100, to be Disaster Service Workers. Work-related injuries will be handled by providing agency/jurisdiction under Worker's Compensation. Emergency management personnel must immediately report any injury suffered while deployed, to their assigned supervisor and home agency. Further, emergency management personnel provided by the CITY under this Agreement are Disaster Service Workers and employees of the CITY, and as such are provided the immunities, protections, and benefits of Disaster Service Workers, as provided in the California Emergency Services Act and other applicable law. Each

party shall defend, indemnify, and hold the other party, its officials, officers, employees, agents, and volunteers, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damage arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officials, officers, employees, agents, or volunteers.

30. **WAIVER.** The failure of either party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment will not be considered to be a waiver of any preceding breach of the Agreement by the other party.

31. **INTEGRATION.** This instrument contains all the Agreements of the parties relating to the Premises and cannot be modified or amended except by a subsequent Agreement in writing.

32. **NO THIRD-PARTY BENEFICIARIES.** Unless specifically set forth, the parties to this Agreement do not intend to provide any third-party benefit or enforceable legal or equitable right or remedy.

33. **GOVERNING LAW.** This Agreement will be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles.

34. **HEADINGS.** Paragraph headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

35. **INTERPRETATION.** This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

36. CONFLICT WITH LAWS OR REGULATIONS; SEVERABILITY. 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 will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement will continue in full force and effect.

37. AUTHORITY. Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind, and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right to enter into this Agreement and perform all of its obligations hereunder.

38. COUNTERPARTS. This Parties to this AGREEMENT may sign this AGREEMENT in counterparts, each of which is an original and all of which taken together form one single document. The counterparts of this AGREEMENT may be executed and delivered by facsimile or other electronic signature (including portable document format) by the Parties and the receiving Party may rely on the receipt of such document so executed and delivered

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electronically or by facsimile as if the original had been received.

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

Date: _____

CITY OF PORTERVILLE

By: _____

John Lollis

City Manager

Approved as to form:

City Attorney

By: _____

**COUNTY
COUNTY OF TULARE**

By: _____

Jason T. Britt

Tulare County Emergency Services Director

Approved as to form:

County Counsel

By: A. Zahseen

Matter No. 2023359



Office of Emergency Services

5957 South Mooney Boulevard, Visalia, California 93277
(559) 624-7495 Telephone (559) 737-4692 Facsimile

April 14, 2023

Ms. Nancy Ward
Director, Governor's Office of Emergency Services
3650 Schriever Avenue
Mather, CA 95655

Dear Director Ward,

Tulare County appreciates the Office of Emergency Services' tireless work to support the response to and recovery from DR-4699 in our County and the surrounding region. Specifically, your negotiation of an ongoing incident period and the expeditious approval of individual assistance programs have been particularly valuable to the affected communities as we continue to recover from storm damages, repair distressed and weakened waterways, and prepare for the impending historic snowmelt runoff.

As current snow moisture content in local watersheds is estimated at over 300% of the historical average, total inflows to local reservoirs through April and July are expected to exceed three times the reservoir capacity. Local reservoir and waterway operators continue to aggressively release water at or near full capacity to make space for the anticipated inflows and prevent a return to spillway flows, while balancing needs of downstream operators to conduct emergency repairs. As a result, a number of homes, agricultural properties, and public spaces remain inundated with floodwater, and more homes may be affected because of the new snowmelt conditions. Specifically, we anticipate similar or worse conditions as a result of the snowmelt.

Tulare County is concerned that current sheltering for individuals affected by inundation and/or evacuation orders, including previously displaced individuals who remain under an evacuation order, may be limited in duration, especially during the current intervening period between storm and snowmelt-induced flooding incidents within the disaster.

Tulare County has entered into an agreement with the City of Porterville to maintain the last remaining emergency evacuation shelter site in the County. The California Department of Social Services and Volunteer Emergency Services Team have pledged support to provide staff and services for only two weeks at this shelter. Forty Tulare County residents who have been displaced due to flood activities are staying at this site. Because the support from CDSS and VEST is limited, the County is concerned that it may not be able to continually fund and staff the ongoing shelter projects. Our concern is the ongoing financial and logistical burden to the County and the incorporated cities therein.

As we are sure that you are aware, emergency protective measures, flood control activities, and damage assessments are being conducted because of the flood conditions in Tulare County. These efforts go hand-in-hand with ensuring that County residents are safe,



Office of Emergency Services

5957 South Mooney Boulevard, Visalia, California 93277
(559) 624-7495 Telephone (559) 737-4692 Facsimile

fed, and warm. The State's cooperation in keeping funding and support from the Department of Social Services and VEST beyond the initial two weeks available for emergency sheltering of Tulare County Residents is vital. Your support in ensuring ongoing funding and logistical support for these critical emergency protective measures is greatly appreciated.

Sincerely,

A handwritten signature in black ink, reading "Andrew Lockman", with a stylized flourish at the end.

Andrew Lockman
Office of Emergency Services Manager



LICENSE NUMBER	1221
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LICENSE TO USE STATE MILITARY PROPERTY

BETWEEN

CALIFORNIA MILITARY DEPARTMENT

AND

The City of Porterville

FOR

USE OF READINESS CENTER IMPROVEMENTS AND GROUNDS

This AGREEMENT, dated for reference the 10th day of April 2023, by and between the California Military Department (CMD), hereinafter called STATE, and the City of Porterville, 291 North Main Street, Porterville, CA 93257, hereinafter called LICENSEE, without distinction as to number or gender, and effective upon execution by STATE. STATE and LICENSEE are sometimes referred to individually as a "party" or collectively as the "parties".

RECITALS

WHEREAS, the STATE has under its jurisdiction, certain real property known as the Porterville armory, located at 29 N. Plano St. Porterville, CA 93257, hereinafter called PREMISES, identified in **Exhibit "B"**, consisting of one (1) page and attached hereto and incorporated herein by this reference.; and,

WHEREAS, it is essential that STATE have a secure facility and surrounding grounds; and,

WHEREAS, PREMISES may be made available to meet the needs of the local civil authority when not required to meet immediate operational requirements;

NOW THEREFORE, STATE and LICENSEE agree as follows:

WITNESSETH

I.

GENERAL PROVISIONS

1. AGREEMENT is for non-exclusive weekday or weekend use throughout the license term.
2. Upon declaration of emergency by the STATE or federal government, STATE reserves the right to reoccupy PREMISES, including all parking areas, with twenty-four (24) hours written or electronic (voice or email) notice to LICENSEE at the notification address/number below in Section III; "Notification".

3. LICENSEE shall comply with all applicable statutes, laws, ordinances and rules or regulations adopted by the Federal, State or any City, City and County, County or other body politic pertaining to use of said premises or any provisions of the License.
4. LICENSEE shall comply with such reasonable rules and regulations as may be prescribed by STATE for the reasonable use and occupation of State Facilities.
5. LICENSEE understands and agrees the California Legislature may impose additional restrictions, limitations or conditions affecting AGREEMENT provisions or terms; however, any such changes become effective no sooner than 30 days after the legislature has acted.
6. This agreement shall not be assigned or sublet or otherwise encumbered, in whole or in part, without STATE'S prior written consent.
7. STATE infrastructure shall supply PREMISES with utilities, but LICENSEE will transfer utility accounts into its name for payment: electric, sewer, water, refuse collection.
8. LICENSEE shall have use of the offices, storage areas, drill floor, latrines, showers, parking areas for placement of storage containers (if required), and kitchen counters solely for food preparation or distribution (no oven or stove top use). All food will be stored and surfaces cleaned on a daily basis when shelter operations are underway.
9. STATE is not responsible for losses or damage to personal property, equipment or materials of LICENSEE, its employees, agents or clients. LICENSEE shall report to STATE all losses immediately upon discovery.
10. LICENSEE shall not drive any nails, tacks, pins or other objects into the walls, ceilings, partitions, windows, woodwork, or any other part of PREMISES, nor in any manner move or change any fixture, nor make any alterations to PREMISES without STATE'S prior written consent.
11. Upon completion of use, LICENSEE shall remove all decorations, display, signs, and equipment on PREMISES.
12. Upon license expiration, LICENSEE will surrender PREMISES to STATE with appurtenances and fixtures in good order, condition, and repair, reasonable use and wear thereof, or Acts of God excepted.
13. LICENSEE shall not permit any alcoholic beverage to be offered for sale, stored, given away or otherwise disposed or consumed on any part of PREMISES, nor shall LICENSEE permit any use of tobacco products on any part of PREMISES or within twenty (20) feet of entrances, doorways or opening windows, except in a sufficiently distanced controlled area under LICENSEE supervision.
14. LICENSEE acknowledges PREMISES may not be fully ADA compliant and agrees to implement or improve, at its sole cost and expense, those necessary compliance measures required for the duration of its use. Furthermore, LICENSEE agrees to provide any and all required temporary emergency lighting required by State, County or City laws or ordinances.

II.

AUTHORIZED ACTIVITIES

1. In order to provide a variety of health, medical or other services to homeless citizens, LICENSEE may provide on-site program management through either LICENSEE employees, agents, volunteers or contracted services.
2. The armory facility will be available twenty-four (24) hours each day unless otherwise amended in writing by the STATE.
3. LICENSEE is solely responsible for protecting employees, patrons, agents, clients, or invitees from acts of third parties, and agrees to notify STATE and appropriate law enforcement agencies as required.
4. LICENSEE agrees to maintain PREMISES in a clean and habitable condition, which includes exterior landscape maintenance and removal of all litter, trash, cans, bottles, etc. from the site not less than once per day.
5. Any damage to PREMISES will be inspected by STATE representatives (CMD Area Coordinator) and LICENSEE to determine the character and extent of damage (with photographs). Repairs should be completed within twenty-four (24) hours if an emergency or seventy-two (72) hours if urgent.
6. The STATE Area Coordinator will contract for necessary repair or restoration services using appropriate state or federal guidance, while coordinating and collaborating closely with LICENSEE. LICENSEE may not undertake repairs or restoration using its own forces or contract services without the prior written consent of STATE'S Area Coordinator.
7. Within thirty (30) days of being presented a demand (invoice) for payment, LICENSEE shall make STATE whole for the cost of repairing or restoring any improvement or utility damaged as a result of PREMISES use.
8. If significant plumbing issues occur due to continued actions of clients, LICENSEE will provide portable latrines, at its sole cost and expense, for the duration of the contract.
9. LICENSEE shall take all necessary steps to ensure clients do not constitute a nuisance in the immediate vicinity of the facility during hours of operation. If at any time the STATE is dissatisfied with the LICENSEE efforts, the LICENSEE and STATE shall meet to explore means and methods of compliance.
10. LICENSEE shall supply consumable sanitary items and paper products, which include, but not limited to: cleaning/sanitizing supplies and equipment, liquid soap, paper towels, and toilet paper. If requested (necessary), the County Health Department shall provide periodic health screenings and consultation on issues pertaining to sanitation
11. Pets of clients occupying PREMISES or participating in provided services are prohibited inside the PREMISES, with the exception of those meeting the definition of "service animal" in Section XV below.
12. LICENSEE shall ensure clients provide valid vehicle registration and insurance BEFORE parking their vehicle in PREMISES parking area.
13. Vehicles parked on PREMISES without appropriate approval shall be towed away by STATE's order and at LICENSEE's risk and expense.

III.

NOTIFICATION

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time, so long as such day is not a State or Federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

To LICENSEE:

City of Porterville
Attn: City Manager
291 North Main Street
Porterville, CA 93257
(559) 782-7466

To STATE:

California Military Department
9800 Goethe Road, Box 18
Sacramento, CA 95826
(916) 854-3788

PROGRAM MANAGER:

SSG Monica Estrada
(916) 541-8160

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. LICENSEE is obligated to notice State offices listed above and the failure to provide notice to do so shall constitute a lack of notice. Nothing contained herein shall preclude the giving of any such notice by personal service.

IV.

INSURANCE REQUIREMENTS

LICENSEE is a public entity, which is self-insured and will be responsible for any damage caused to PREMISES. Additionally, LICENSEE shall indemnify STATE against any injuries caused by use of PREMISES. LICENSEE has furnished the necessary Certificate of Self-Insurance, **Exhibit "D"** attached hereto and incorporated herein by this reference, demonstrating the required insurance coverage will be in effect during the complete term of AGREEMENT, and shall include, but not be limited to:

- Combined single limit liability of \$2,000,000, or
- Special event coverage with a limit of \$2,000,000, and
- A statement naming the United States, State of California, its officers, agents, employees, and servants as additional insured, but only with respect to the activities of the named insured.

V.

HOLD HARMLESS INDEMNIFICATION

The PREMISES are provided in "AS-IS" and "WITH ALL FAULTS" condition, and STATE and its employees, representatives and agents disclaim all warranties, expressed or implied, regarding the PREMISES, including, but not limited to, all implied warranties of merchantability or fitness for a particular purpose or compliance with Applicable Law. LICENSEES acknowledges and agrees that STATE and its employees, representatives and agents have made no representations or warranties for the PREMISES, including, without limitation, any representations or warranties regarding, (a) the condition or repair of the PREMISES, (b) whether such PREMISES are sufficient for the purposes of LICENSEE, or (c) whether the PREMISES comply with Applicable Laws (as defined below), including without limitation the Americans with Disabilities Act (ADA) or other accessibility laws, (d) whether there are any facts or conditions affecting the PREMISES that might, individually or in the aggregate, interfere with the use or occupancy of the PREMISES or any portion thereof by LICENSEE.

The use of the PREMISES by LICENSEE shall be conclusive evidence that LICENSEE accepts the same "AS IS and WITH ALL FAULTS" and that the PREMISES are suited for the use intended by LICENSEE and are in good and satisfactory condition at the time such possession was taken. LICENSEE represents and warrants to STATE that (a) its sole intended use of the PREMISES is for temporary sheltering (the "Permitted Use") and (b) prior to using the PREMISES it has made such investigations as it deems appropriate with respect to the suitability of the PREMISES for its intended use and has determined that the PREMISES are suitable for such intended use.

LICENSEE shall comply with all applicable statutes, laws, ordinances and rules and regulations adopted by the Federal, State or any City, City and County, County or other body politic, including without limitation all building codes, the ADA or other accessibility laws ("Applicable Laws") and which pertains to use of the PREMISES or any provisions of the License, and will indemnify, defend and hold STATE free and harmless from and against any violations thereof and any and all liabilities, suits, causes of action, judgments, demands and claims for damages, including all reasonable costs of any litigation and attorney's fees and expenses, arising out or by reason of any such violation.

LICENSEE shall indemnify, defend and hold STATE its employees, representatives and agents free and harmless from and against any and all suits, causes of action, demands, proceedings, claims, damages, judgments, obligations liabilities, liens, fines, costs, and expenses (including, but not limited to, attorneys' fees and costs) (collectively "Losses") which arise from or are related to (a) use or occupancy of the PREMISES by LICENSEE or its Representatives, including, but not limited to, damage to property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause or causes whatsoever during the term of this License or any occupancy hereunder, holdover periods or any other occupancy of the PREMISES during the term of this License, except (i) those Losses that are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by sole gross negligence of the STATE or its employees, or (ii) to the extent any such Losses are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by the willful misconduct of the STATE or its employees; provided, however, any condition of the PREMISES that is found to be in violation of any Applicable Law by a court or administrative tribunal of competent jurisdiction shall not be deemed gross negligence or willful misconduct on the

part of the STATE or its employees; (b) breach of LICENSEE'S obligations under the AGREEMENT, (c) negligence or other wrongful act by LICENSEE or its Representatives, (d) violation of Applicable Law by LICENSEE or its Representatives, (e) any allegation that the PREMISES do not comply with Applicable Law. "Representatives" means LICENSEE'S agents, employees, representatives, contractors, or any other person or persons acting within the direct control or authority of such party or its agents, employees, representatives or contractors.

VI.

FEES

1. The use fee is waived based on Services in Kind as per California Army National Guard Regulation 210-2 paragraph 9.
2. Utility accounts will be transferred to LICENSEE, which will directly pay utility costs on an as-incurred basis.

VII.

TERM

License shall take effect no earlier than May 5, 2023 or upon execution by STATE, whichever is later, and shall expire no later than 0800 (8:00 A.M.) May 4, 2024.

VIII.

AMENDMENT AND TERMINATION

AGREEMENT cannot be amended or modified in any way except by a written AGREEMENT duly executed by STATE and LICENSEE. Any proposal for amendment or modification must be delivered for review and approval by the Chief, Realty Operations or her/his delegatee.

AGREEMENT may be terminated by either party upon 30 days' written notification to the other party at the addresses previously given in Section III; "Notification". Upon termination, the activities of the parties shall be governed by the applicable provisions of the Military and Veterans Code. STATE is not obligated to reimburse LICENSEE any fees should it terminate this AGREEMENT before reaching its full term.

IX.

ENTIRE AGREEMENT

AGREEMENT, along with any exhibits attached hereto, constitutes the entire covenant and understanding between STATE and LICENSEE for PREMISES. AGREEMENT supersedes all prior and contemporaneous routine activity agreements, representations or understandings, if any, whether oral or written.

X.

DURATION & RENEWAL

AGREEMENT shall remain in effect through the termination date and will not be extended, but may be renewed annually subsequent to renegotiation required to protect the parties.

XI.

RIGHT TO ENTER

During continuance in force of AGREEMENT, there shall be, and is hereby expressly reserved to STATE and to any of its contractors, agents, employees, representatives, or licensees, the right at any and all reasonable times, and any and all places to temporarily enter upon said PREMISES for inspection or other lawful STATE purposes.

XII.

ENVIRONMENTAL LAWS AND REGULATIONS

LICENSEE must comply with all applicable local, State or Federal environmental

provisions, requirements, ordinances, regulations or laws. AGREEMENT does not constitute any form of authorization, permit, or opinion with respect to the satisfaction thereof. LICENSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this license pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

1. In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LICENSEE'S illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LICENSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.
2. Where the LICENSEE is found to be in breach of this Paragraph due to the issuance of a government order directing the LICENSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LICENSEE or any person acting under LICENSEE'S direct control and authority, LICENSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

XIII.

DEFAULT

LICENSEE shall make all required payments to the STATE without deduction, default or delay. In the event of the failure of LICENSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LICENSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LICENSEE of such default, this License may, at the STATE'S sole discretion, be terminated.

In the event of termination of this License, it shall be lawful for STATE to reenter into and upon the PREMISES and every part thereof and to remove and store at LICENSEE's expense all property therefrom and to repossess and occupy the PREMISES. In the event STATE terminates this License pursuant to this Paragraph, the STATE shall not be required to pay LICENSEE any sum or sums whatsoever.

XIV.

SERVICE ANIMALS

Service Animal Defined by Title II and Title III of the ADA: (from the ADA National Network)

Under Title II and III of the ADA, service animals are **limited to dogs** individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

Emotional support animals, comfort animals, and therapy dogs are not service animals under Title II and Title III of the ADA. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals either. The work or tasks performed by a service animal must be directly related to the individual's disability. A doctor's letter does not turn an animal into a service animal.

Examples of animals fitting the ADA's definition of "service animal" because they have been **specifically trained to perform a task for the person with a disability:**

Guide Dog or Seeing Eye® Dog¹ is a carefully trained dog that serves as a travel tool for persons who have severe visual impairments or are blind.

Hearing or Signal Dog is a dog that has been trained to alert a person who has a significant hearing loss or is deaf when a sound occurs, such as a knock on the door.

Psychiatric Service Dog is a dog that has been trained to perform tasks that assist individuals with disabilities to detect the onset of psychiatric episodes and lessen their effects.

SigDOG (sensory signal dogs or social signal dog) is a dog trained to assist a person with autism. The dog alerts the handler to distracting repetitive movements common among those with autism, allowing the person to stop the movement (e.g., hand flapping).

Seizure Response Dog is a dog trained to assist a person with a seizure disorder. The dog may stand guard over the person during a seizure or the dog may go for help. A few dogs have learned to predict a seizure and warn the person in advance to sit down or move to a safe place.

While Emotional Support Animals or Comfort Animals are often used as part of a medical treatment plan as therapy animals, **they are not considered service animals under the ADA**. These support animals provide companionship, relieve loneliness, and sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform tasks that assist people with disabilities and are not covered by federal laws protecting the use of service animals.

A public facility is not allowed to ask for documentation or proof a dog has been certified, trained, or licensed as a service animal. Staff on site may ask the following questions:

1. Is the dog a service animal required because of a disability?
2. What work or task has the dog been trained to perform?

No further questions should be asked regarding the disability or the animal, nor is it permissible to ask that the dog perform the task that grants it to be a service animal.

CONCURRENCE

FOR THE ADJUTANT GENERAL



CITY OF PORTERVILLE

DATE: _____

DATE: 05/17/2023



FEMA

4699-DR-CA Amendment 006



English

Notice Date	July 10, 2023
--------------------	---------------

Billing Code 9111-23-P

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Internal Agency Docket No. FEMA-4699-DR]

[Docket ID FEMA-2023-0001]

California; Amendment No. 6 to Notice of a Major Disaster Declaration

AGENCY: Federal Emergency Management Agency, DHS.

ACTION: Notice.

SUMMARY: This notice amends the notice of a major disaster declaration for the State of California (FEMA-4699-DR), dated April 3, 2023, and related determinations.

DATE: This amendment was issued July 14, 2023.

FOR FURTHER INFORMATION CONTACT: Dean Webster, Office of Response and Recovery, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, (202) 646-2833.

SUPPLEMENTARY INFORMATION: Notice is hereby given that the incident period for this disaster is closed effective July 10, 2023.

The following Catalog of Federal Domestic Assistance Numbers (CFDA) are to be used for reporting and drawing funds: 97.030, Community Disaster Loans; 97.031, Cora Brown Fund; 97.032, Crisis Counseling; 97.033, Disaster Legal Services; 97.034, Disaster Unemployment Assistance (DUA); 97.046, Fire Management Assistance Grant; 97.048, Disaster Housing Assistance to Individuals and Households In Presidentially Declared Disaster Areas; 97.049, Presidentially Declared Disaster Assistance - Disaster Housing Operations for Individuals and Households; 97.050, Presidentially Declared Disaster Assistance to Individuals and Households - Other Needs; 97.036, Disaster Grants - Public Assistance (Presidentially Declared Disasters); 97.039, Hazard Mitigation Grant.

/s/

Deanne Criswell,

Administrator,

Federal Emergency Management Agency.

Last updated July 14, 2023

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**National
Terrorism
Advisory
System**

RESOLUTION NO. 15 -2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE
CATASTROPHIC / EMERGENCY RESERVE FOR THE COSTS ASSOCIATED
WITH THE RESPONSE TO THE LOCAL FLOOD EMERGENCY**

WHEREAS: Pursuant to Chapter 9 of the Porterville Municipal Code, Mayor Martha A. Flores declared the existence of a local emergency within the City of Porterville on March 13, 2023 due to the threat to life and property caused by a series of storms impacting Success Lake significantly increasing the Tule River flows; and

WHEREAS: Flood water and water from Success Lake had caused evacuation warnings and mandatory evacuation orders in the month of March for some local residents; and

WHEREAS: Historic water levels and flows of the Tule River have caused erosion to the river banks, prompting City staff to take extraordinary measures to protect the riverbanks and avoid potentially catastrophic flooding;

WHEREAS: The significant threat of local flooding emergency continues to exist with the estimated snow pack in the Sierra Nevada mountains of more than three hundred percent (300%) of normal and the potential for a warm storm or heat wave this Spring; and

WHEREAS: The City of Porterville Municipal Code Section 2-31.2, established the Catastrophic / Emergency Reserve Fund for the purpose of providing funds to mitigate costs associated with unforeseen emergencies, including natural disasters or catastrophic events;

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Porterville make a finding that the local flood emergency is an unforeseen and unavoidable event that require the expenditure of City resources beyond those provided for in the annual budget; and
2. That the City Council of the City of Porterville does hereby approve and authorize the appropriation of funds from the Catastrophic / Emergency Reserve Fund for the costs associated with the response to the local emergency including personnel, equipment, services, and other necessary expenditures; and
3. That the City Council authorize the replacement of funds from any grant funds that may be used to reimburse said costs.

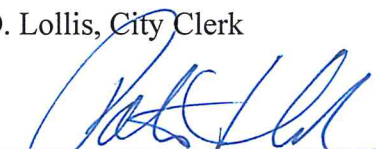
PASSED, APPROVED AND ADOPTED this 4th day of April, 2023.



Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 

Patrice Hildreth, Chief Deputy City Clerk

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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 4th day of April, 2023.

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

Council:	FLORES	CARRILLO	WEYHRAUCH	BELTRAN	MEISTER
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					



JOHN D. LOLLIS, City Clerk

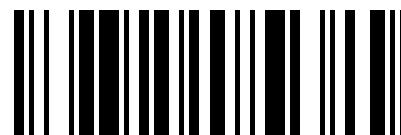
By: 
Fernando Gabriel-Moraga, Deputy City Clerk

Invoice

Calwen Inc. dba Rescue Source & Rescue 3 Intl

Calwen Inc. dba Rescue Source & Rescue 3
P.O. Box 1050
Wilton, CA 95693
Phone: 916-687-6556
Fax: 916-687-6717
Email: info@rescuesource.com

Order #	Date
131282	03/20/2023



Bill To: PORTERVILLE FIRE DEPARTMENT 40 W CLEVELAND PORTERVILLE, CA 93257 Phone: 559-782-7526 Email: jrodriguez@ci.porterville.ca.us	Ship To: PORTERVILLE FIRE DEPARTMENT 40 W CLEVELAND PORTERVILLE, CA 93257 Contact: JANIE RODRIGUEZ PO Number: 23-22733
Customer: PORTERVILLE FIRE DEPARTMENT	

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
MELISSA	NET 30	Origin	UPS Next Day Air		03/20/2023

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Kit	KT2210	PFD TYPE V PACKAGE	\$250.00	20 ea	\$ 5,000.00
2	Sale	PF4026R	NRS 2022 RAPID RESCUER RED	\$0.00	20 ea	\$ 0.00
3	Sale	KN2556OR	NRS PILOT KNIFE ORANGE	\$0.00	20 ea	\$ 0.00
4	Sale	WH7905	WHISTLE-RESCUE 3 LOGO WITH COIL	\$0.00	20 ea	\$ 0.00
5	Sale	HL7050HVL/XL	RQ3 STORM PRO HELMET HI VIS LARGE/XLARGE	\$32.00	20 ea	\$ 640.00
6	Shipping	Freight	Freight Out	\$256.00	1 ea	\$ 256.00
7	Sale	Tax Expense	Tax Expense	\$521.70	1 ea	\$ 521.70

Subtotal:	\$6,417.70
Sales Tax:	\$0.00
Total:	\$6,417.70

Thank you for your order.
If you have any questions please call 800-457-3728
or e-mail info@rescuesource.com.

Royal Restrooms

DATE: _____

FOR:

Donnie Moore

(559) 782-7539

Cage Code 5HJ93

DESCRIPTION	T	AMOUNT
1 Single ADA Shower/Restroom Combo	t	\$4,250.00
1 Three Stall Shower/Restroom Combo	t	\$4,850.00
Delivery	t	\$100.00
Installation and Removal		\$2,500.00
Before/After Hours or Same Day Services		\$600.00

Due upon receipt-----For Royal Restrooms of California [W9 Click here.](#)

Make all checks payable to Royal Restrooms of California. If payment is not received per terms of agreement signed, applicable late fees will be applied. If you have any questions concerning this invoice, call Us at 877-922-9980 california@royalrestroomscs.com

THANK YOU FOR YOUR BUSINESS!

TAXABLE SUBTOTAL	\$9,200.00
TAX RATE	9.250%
SALES TAX	\$851.00
NON TAXABLE SUBTOTAL	\$3,100.00
TOTAL	\$13,151.00



INVOICE

24/7 Emergency 800-742-7246
www.rainforrent.com

Rain For Rent
Bakersfield
4001 State Rd
Bakersfield CA 93308
United States
661-399-1724

Your sales person	REMIT PAYMENTS TO:
JESSE PINTOR	Rain for Rent RAIN FOR RENT FILE 52541 LOS ANGELES, CA 90074-2541

CONTRACT # 1169502 CUSTOMER CITY OF PORTERVILLE CUSTOMER # 112354 NAME CITY OF PORTERVILLE ADDRESS 291 N MAIN ST PORTERVILLE CA 93257 PHONE	INVOICE# 1854595	INVOICE DATE 3/30/2023	PO or JOB# 23-22734	PAYMENT DUE 4/29/2023
PLEASE PAY				\$77,396.67
SHIPPED TO JOBSITE:				
NAME CITY OF PORTERVILLE ADDRESS Corporation Yard 555 N Prospect St Porterville CA 93257 PHONE				

Notes:

Requested by: Michael Knight
PO Number: 23-22734

QTY	UOM	DESCRIPTION	PRODUCT #	STATUS	DATE OUT	BILLED THRU	DAYS BILLED	PRICE	AMOUNT	TAXABLE
1.00	EA	Pump BA150E D285 Tlr Mt Diesel Eng Hatz 4H50TIC	1022734		SALES		0.00	\$65,685.06	\$65,685.06	Y
1.00	EA	Shipping/Handling Freight	M240			SERVICES	0.00	\$5,158.57	\$5,158.57	Y

TOTAL SALES:	\$65,685.06
TOTAL RENTALS:	\$0.00
TOTAL SERVICES:	\$5,158.57
TOTAL OTHER:	\$0.00
SUBTOTAL:	\$70,843.63
TAX:	\$6,553.04

TOTAL: \$77,396.67

FOR PROPER CREDIT, PLEASE INCLUDE INVOICE NUMBER ON YOUR PAYMENT.
PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE OF 1.50%
CUSTOMER, (RENTEE OR BUYER as context requires), shall be deemed to accept
all terms, conditions and provisions hereof upon execution of this agreement;
ordering; or delivery of equipment to customer, whichever comes first.

PAYMENT TERMS: NET 30

SIGNATURE: _____ DATE: _____

Mike Clark Trucking
19385 Avenue 144
Porterville, CA 93257 US
+1 5597845486
mct3desk1@yahoo.com



INVOICE

BILL TO

City of Porterville
Street Superintendent, Field
Service Div.
555 N. Prospect
Porterville, Ca 93257

INVOICE # 2637**DATE 03/23/2023****DUE DATE 04/25/2023****TERMS Net 30**

DATE	FREIGHT	ACTIVITY	FREIGHT BILL	RATE	AMOUNT
03/23/2023	8.80	Super 10	7383117 - Luque	120.00	1,056.00
03/23/2023	9.70	Super 10	7383219 - Luque	120.00	1,164.00
03/23/2023	9.70	Super 10	7383046 - Luque	120.00	1,164.00
03/23/2023	9.80	Super 10	8432857 - Luque	120.00	1,176.00
03/23/2023	7.30	Super 10	9281272 - Luque	120.00	876.00

Thank you for your business!

SUBTOTAL	5,436.00
TAX	0.00
TOTAL	5,436.00
BALANCE DUE	\$5,436.00

A finance charge of 1.5% monthly/18% annually will be charged on accounts over 30 days past due. In the event a suit is brought to enforce collection, the customer shall be liable for responsible attorneys fees and costs of the suit.



Name of person in charge: Amy Greybehl

Event Date: Start 5/5/23 month to month Price Per Guard: _____

Event Time: 8pm-8am How many guests: open

(Overtime is billed at \$35 per hour) _____ Invite Only: Y/N

Event Location: 29 ~~44~~ Plano St

City: Porterville State: CA

Zip: 93257 Special Instructions/ Directions for Event:

2 guards, check-in Guest by 8pm, lock gates, lights off by 10pm.

Balance Due for guaranteed hours \$: 18,000 - updated

Third Party Information- Please Print Clearly

Financially Responsible Party (Client):

City of Porterville - Army National Guard

Clients Contact Phone

Number: 559-782-7521

Client Email

Address: agreybehl@ci.porterville.ca.us

Clients Home

Address: City

City: Porterville State: CA Zip: 93257

Wedding/Prom/ Anniversary? Other: _____

Payment Information:

The parties have read all pages of this Agreement & the attached Terms and Conditions, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement and Terms & Conditions. Each person signing as the Client below shall be responsible for ensuring that full payment is made as stated in this document. Client agrees that a 30% non-refundable retainer will be due immediately to reserve date and time as listed on contract.

Venmo: _____ @Chris-Morton-80 Zelle: _____ (559)756-4570

Cashapp: _____ \$maddym90 Check: X* Cash: _____

*Payment to be issued upon completion of a City of Porterville Business License Application

Client Initials: AG

Date: 5/5/23

You are a valued customer of Topknotch Security INC, and we want you to enjoy our guards' services. To ensure that the integrity of our officers is maintained for you and all of our customers, the following Terms & Conditions apply to all services provided by Topknotch Security INC, under all circumstances and without exception.

The purchaser (client) on the front of this contract is 100% responsible for his or her guests.

Topknotch Security INC will strictly enforce State and Federal Laws and will maintain a zero-tolerance compliance policy that no alcoholic beverages can be consumed or used by any person not of legal drinking age. All U.S. law enforcement agencies have absolute power to stop any event for administrative search. If contraband is found, even in negligible quantities without the officers knowledge, they can seize and forfeit the contraband to a local government agency. All law enforcement agencies are aggressively enforcing this policy.

Topknotch Security INC will not be responsible for injuries that may occur due to fighting while the event is ongoing. Topknotch Security INC will do their best to defuse any situation verbally, if Topknotch Security INC feels as if our officers cannot control the situation, we will be forced to contact the local law enforcement.

At the officer's discretion, the Client agrees to be fully liable for any damages / charges that may be incurred.

The Client accepts full responsibility for any and all damage, and for any loss of income due to negligence or carelessness caused by any member of the client's group at any time during the event. The Client authorizes Topknotch Security INC to charge for the expenses regardless of and in addition to any prior agreements or understandings. These charges are necessary due to the high cost of insurance, health insurance, uniforms, and due to the revenue and time lost during the time that the officer cannot work.

Please initial here to acknowledge the charges should any damages occur. AG

- Topknotch Security INC recommends that all and any personal valuables be removed from the vehicle when unattended. We will not be held responsible for any lost, stolen, or damaged articles.

- Topknotch Security INC reserves the right to terminate this or any other contract for noncompliance of the above requests, especially if responsible party does not follow Topknotch Security INC, requests to obey the rules in this contract.

Any deposits (cash, checks or course of payment) will be non-refundable for any reason, if any cancellation occurs from the responsible party's side. If for any reason the local law enforcements shuts the event down for any reasons, payment is non-refundable. The open balance is due immediately the day before the agreed job. The renter authorizes the immediate 30% non-refundable retainer & the final payment, states that she/he is the authorized purchaser for this rental contract, the authorized party for the given payment, responsible and liable for payment of the total amount, per cash or other payments. As with all contracts, the rental contract between the mentioned person as renter (Client) and Topknotch Security INC is made with the information and the terms given to us. I am satisfied with the terms and conditions above and fully understand and agree to everything stated in the contract.

Client Initials: AG Date 5/5/23

All of the given information from the Client is binding and cannot be changed without Topknotch Security INC acceptance. If the contract is cancelled after it is signed, Topknotch Security INC is still authorized to collect the remaining balance in full, if the officers does not go out again on the cancelled date for the same or higher amount. We will reserve the set date upon the approval of the purchaser's preferred payment as per telephone conversation. The responsible party gives authorization to use the payment information over the phone / fax / Internet in combination with a signed contract. It is agreed that it is not necessary to obtain a signed slip, as the reservation is made over the phone / fax / Internet. Proof of identity of the purchaser using said credit card must be supported by the signed contract or in person. At time of event we need the full payment, state identification of the purchaser that authorizes the transaction for the signed contract. If the purchaser cannot provide all of the above items at the time of event, Topknotch Security INC will not start the job, as we have no proof of the legal possession of payment. Therefore the risk of not getting paid will give us the right to cancel. The purchaser is still fully responsible to pay the total amount as he failed to provide the above requirements.

Topknotch Security INC cannot guarantee the availability of overtime. It is of particular importance that the purchaser makes allowances for anticipated delays and adheres to the agreed time schedule. In the event that the purchaser wants to change the time of the itinerary, they may do so, only if Topknotch Security INC can accommodate other clients that booked with Topknotch Security INC prior to or after the said time. The purchaser further agrees to pay additional charges incurred such as overtime and or more officers. The overtime will be billed by hourly rate at \$35.00 per hour, unless negotiated otherwise. If customer fails to cancel at the last minute, the full amount of contracted time will be charged.

The purchaser authorizes Topknotch Security INC to charge any additional charges after they have rendered services to the purchasers' as supplemental charge. If cash payment is selected, the payment is due no later than the close of the next business day in full. Customer agrees to have Topknotch Security INC get an authorization for the above course of payment and amount, for the event stated above.

If any payment due hereunder is unpaid (10) ten days after the due date, hereon Topknotch Security INC will have the right to add and collect late charges with interest at the maximum rate allowed by law. All such sums are due and owing with any other expenses, (filing fees, court cost, and reasonable attorney fees, etc.)

I fully understand and agree to everything stated in the contract and the Terms & Conditions. If, for any reasons, I am not fully satisfied with the services I receive, I have 24 hours after the completion of the job to file a complaint in writing. If Topknotch Security INC, does not receive my written complaint in the above stated timeframe, I agree that there is no valid complaint, and I am fully satisfied with the services I received. Filing a written complaint insures both parties that it is fully understood what the problem was and will help Topknotch Security INC to assist the responsible parties in any kind of resolution to the complaint. The purchaser will be contacted within a week of the complaint to settle the matter. I understand that this is a separate case from the main contract and therefore have no dispute in general against Topknotch Security INC and the payment I authorized.

Since Topknotch Security INC offers high-tech-equipment, sometimes heat and excessive use of all power-operated equipment might be subject to having more breaks for our officers. This will, of course, not interfere with the safety of the party itself and therefore will have no effect on continuing or paying of the contracted event. Topknotch Security INC guarantees that all our officers are constantly trained to keep the highest possible standards and eliminate such failures as much as possible. We have the right to add more officers in case of emergency or the event is getting bigger than contracted. As stated, this will only happen in emergencies, and to upgrade, never downgrade. If the upgrade is needed, Topknotch Security INC gives the customer the right to downsize the event and receive additional charges. Additional charges will occur on the customer's side if an upgrade is made. Topknotch Security INC will notify the responsible party if more officers and hours are needed, as well as how much more the cost will be.

If any of our above guarantees or contracted terms cannot be met due to conditions outside of our control, including weather, accidents, and any other acts of incidents, we will use our best efforts to notify the customer of these conditions and resulting delays or changes.

I am satisfied with the terms and conditions above and fully understand and agree to everything stated in the contract and the Terms & Conditions.

Client Signature Amy Graybehl Date 5/5/23
Topknotch Security Representative Signature Madeline Minter Date 5/3/25

ADDITIONAL REMARKS:

- 1 officer roaming & 1 officer checking in guest
- Roaming grounds and making sure lights out at 10 pm
- Making sure no guest leave after 8pm
- Roaming the whole grounds and the animals



SECURITY SERVICES AGREEMENT

AGREEMENT PREPARED FOR: **City of Porterville: Shelter**
July 15, 2023



Good Guard Security, Inc.

21622 Plummer St, Suite 200, Chatsworth, CA 91311

1-800-651-0491 ext 1061

info@goodguardsecurity.com

www.GoodGuardSecurity.com

SERVICE DETAILS

Client Service Address:	29 N Plano St, Porterville, CA 93257
Client Billing Address:	29 N Plano St, Porterville, CA 93257
Service Hours:	7 Day(s) / 07:30 PM - 08:30 AM / 13 Hours / Monday - Sunday
Location Contact & Telephone Number:	Amy Graybehl 559-782-7521
Email:	agraybehl@ci.porterville.ca.us
Rate (U.S. Dollars):	\$28.95 (Per Hour Per Guard)
Holiday Rate	\$43.45 (Per Hour Per Guard)
Service Commencement Date:	07/17/2023 @ 07:30 PM
Payment Terms:	Bi-weekly
Permanent/Temporary:	Permanent 3 Month Minimum (30 Day Cancellation Notice)
Uniform:	Professional Security Uniform
Additional Charges:	N/a
Security Service Description:	2 Professional Unarmed Guard(s) 1 Guard will be intaking clients and the other guard will be patrolling the facility. Note: Providing a visual deterrent to any outside danger. Security officers will make sure there isn't anyone vandalizing the premises, or trying to break into the property. Loss prevention.

This SECURITY SERVICES AGREEMENT ("Agreement") is entered into upon mutual execution hereof by and between GOOD GUARD SECURITY, a California corporation, Private Patrol Operator (PPO) License #120362 (hereinafter, "Company") and **City of Porterville** (hereinafter, "Client"), with respect to the following:

- RATES:** Service Rates are subject to adjustment for any change in any law, causing a change in work hours, wage rates, working conditions or other costs to Company.
- PAYMENT:** Invoices will be submitted either bi-weekly or monthly, upon mutual agreement between Company and Client, and are payable on receipt at the address on the invoice. A late charge of 1 ½ % per month will be added to balances not paid within seven days.
- EMPLOYEES:** (a) Personnel supplied by Company are its employees and not Client's. Company is solely responsible for social security, unemployment and similar taxes applicable to its employees.
(b) Company is a Federal Government Contractor and complies with Executive Order 11246, as amended: Section 503 of the Rehabilitation Act of 1973, as amended: Section 402 of Vietnam era Veterans' Readjustment Assistance Act of 1974 and related regulations. Company's employees will be assigned without regard to race, color, creed, sex, and national origin, handicap conditions that do not impair job performance or veteran status.
(c) Client may reasonably remove any employee assigned provided such removal is not in violation of law. In the event any employee is removed at Client's request, Client agrees to indemnify and hold Company harmless from any claims, demands, liabilities, judgments, losses, suits, damages, fines, penalties, and expenses including reasonable attorney's fees and defense costs (hereinafter collectively "Claim(s)") that may arise there from.
- OVERTIME:** Overtime rates shall apply to work on New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas; work on any additional holidays listed and any extra hours exceeding 8-hours a day or 40-hours per week. Coverage for labor disputes, civil disorders or natural disaster, or special assignment or agreement is not included except as described in the Service Rate Classification. Additional overtime rates shall not apply to situations where an employee of Company already on-duty covers hours for a "called-off" employee and thus works over 8-hours in his/her shift.
- PROPERTY/EQUIPMENT:** All property and equipment furnished by Company for performance of its services under this Agreement, regardless of whether portable or stationary, shall be considered the personal property of Company, and shall remain the personal property of Company after termination of this Agreement. Upon the termination of this Agreement, the Company shall have reasonable access and time to remove its property from Client's property. Client shall not be responsible for any of Company's personal property which is stolen, damaged or missing from the property in the absence of Company's supervision.
- KEYS/ACCESS:** Company shall not be provided a master key (or its equivalent) to the property or any portion thereof, except for such location(s) that are to be exclusively used by Company's guards or other personnel. Notwithstanding anything to the contrary in this Agreement, Company shall not be responsible for any damages including, without limitation, any costs incurred in re-keying or changing locks caused by the loss or theft of such key(s).
- NON-COMPETITION:** Client, its affiliates, agents, and other related persons or entities hereby agree not to hire any Company staff, employees, or personnel for a period of at least one (1) year after such person has terminated his/her employment with Company. Client further agrees not to prepare to engage in competition with Company, solicit,

divert, poach, or encourage any of the Company staff, employees, or personnel to stop working with Company, or to solicit, divert, poach, encourage, or facilitate them to work with Client, any affiliate of Client, or any related person or entity of Client. Client recognizes that Company has a significant investment in the recruitment and training of its employees and guards to be providing services under this Agreement, and that these personnel are a valuable asset to Company. As it is impractical and extremely difficult to fix the actual damages which may result from the loss of such employees and guards, Client agrees that if Client (or its affiliates, agents, and other related persons or entities) is in breach of this section of the Agreement, then Client shall be required to pay to Company for each such employee (or former employee employed by Company) the sum of \$7,500.00. Such fee is expressly agreed to be considered liquidated damages, and not a penalty.

8. **LIABILITY AND INDEMNITIES:** (a) Client agrees that Company is not an insurer and that the amounts payable hereunder are based upon the value of service offered and not the value of Client's interests being protected or the property of Client or others located on Client's premises. Accordingly, Company undertakes no liability to Client and makes no representation, express or implied, that its service will prevent occurrences or their consequences, which result in loss or damage. (b) Client agrees that Company shall not be liable for any claims incurred or asserted by Client, irrespective of origin, to persons or property, whether directly or indirectly caused by performance or nonperformance of obligations imposed by this agreement or by negligent acts or omissions, including those relating to the hiring, training, supervision or retention of personnel, of Company, its agents or employees. (c) The services provided under this Agreement are solely for the benefit of Client and neither this Agreement nor any services rendered hereunder confer any rights on any other party as a third-party beneficiary or otherwise and Client agrees to indemnify and hold Company harmless from and against any claims made by a third party(s), including, but not limited to, injury, death or damage or loss of property, arising from the negligent acts or omissions, including those relating to the hiring, training, supervision or retention of personnel, of Company, its agents or employees. (d) If, at Client's request, Company employees undertake duties or are requested to use equipment or vehicles other than as agreed to in writing by Company, Client shall be solely responsible for and shall indemnify and hold Company harmless from and against any claims arising there from, including, but not limited to, claims arising from the negligent acts or omissions including those relating to the hiring, training, supervision or retention of personnel, of Company, its agents or employees. (e) Client hereby waives any and all rights of subrogation that any insurer of Client may have against Company. (f) Where Company is entitled to indemnification, Company shall have the right to tender defense of the claim to Client.
9. **FORCE MAJEURE:** The obligations of Company hereunder may be suspended during any period where performance is prevented by acts of God, civil or labor disturbances, or events beyond Company's reasonable economic control.
10. **HAZARDOUS OR DEFECTIVE CONDITIONS/MATERIALS:** (a) Client agrees that it will comply with OSHA Hazard Communication Standards and will indemnify and hold Company harmless from all claims, including injuries to Company's employees arising out of a condition existing at Client's premises or Client's violation of any safety or health related law or regulation. (b) Client further agrees to: (1) make available to Company the Material Safety Data Sheet for each hazardous chemical to which Company's employees may be exposed at Client's premises; (2) inform company of (A) precautionary measures that need to be taken to protect Company's employees and (B) Client's hazardous material labeling system.
11. **INSURANCE:** Client agrees to assume all risk of loss or damage to its premises, business and property of others on Client's premises occurring as a result of fire, theft or other casualty and Client agrees that it will maintain insurance to fully protect Client against such loss or damage. Accordingly, Client waives its right of recovery against Company of any such loss or damage, however caused.
12. **TERMINATION OF SERVICES:** Except as otherwise provided in this Agreement, this Agreement may be terminated for non-performance by either party, provided that such party has given the others reasonable time to correct any instances of such non- performance. If either party fails to correct such non-performance, the Agreement may be terminated, provided that such party has given the others at least thirty (30) days advance written notice of such intention. Notwithstanding the foregoing and for all other intentions, termination of services by Client must be preceded by at least thirty (30) days advance written notice of such intention to terminate services. Minimum 3-Month Service Agreement from start date.
13. **ENTIRE AGREEMENT AND INTERPRETATION:** This Agreement constitutes the entire agreement and understanding between the parties, and no representations, inducements, promises or agreements not embodied herein shall be of any force or effect. This Agreement shall be governed under the law of the State of its performance and if any provision shall conflict therewith, such provision shall be interpreted to remove such conflict, so that this Agreement and all its other provisions shall remain in full force and effect.
14. **DEFAULT:** Company may terminate this Agreement immediately and exercise such other rights and remedies as permitted by law, if Client fails to pay any amount when due or if any proceeding is commenced or threatened by or against Client under the Bankruptcy Code or any other Debtor's law, or if Client makes or threatens to make an assignment for the benefit of creditors.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have signed this Agreement as of the date first above written:

By GOOD GUARD SECURITY:

Brady Osorto

(Authorized Representative Signature)

Brady Osorto / Business Development Manager

(Print Name & Title)

By CLIENT:

(Authorized Representative Signature)

(Print Name & Title)

CHAPTER 9

CIVIL DEFENSE AND DISASTER

SECTION:

9-1: Purpose Of Chapter

9-2: Definitions

9-3: Emergency Council

9-4: Officers Of Emergency Council

9-5: Emergency Council Meetings

9-6: Duties Of Emergency Council

9-7: Powers Of Chairman Of Emergency Council

9-8: Exercises Or Drills

9-9: Acts Authorized Under Certain Conditions

9-10: Emergency Services Coordinator

9-11: Powers And Duties Of Coordinator

9-12: Emergency Powers Of Coordinator

9-13: Emergency Services Organization

9-14: Functions And Duties Of Emergency Service Organization

9-15: Acts Unlawful During Disasters

9-16: Penalty For Violation Of Chapter

9-1: PURPOSE OF CHAPTER:

The purposes of this chapter are to provide for the preparation and carrying out of plans for disaster and emergency services, the protection of persons and property within the city of Porterville in the event of a disaster, and to provide for the coordination of the disaster and emergency functions of the city with all other affected persons and agencies, both public and private. Any expenditures made in connection with such disaster or emergency services, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property in the city. (Ord. 987 § A, 10-6-1970)

9-2: DEFINITIONS:

Except where the context otherwise requires, the following definitions shall govern the construction of this chapter:

DISASTER: Actual or threatened enemy attack, sabotage, extraordinary fire, flood, storm, epidemic, riot, earthquake or other public calamity. It shall not include, nor does any provision of this chapter apply to, any condition relating to a labor controversy.

EMERGENCY SERVICES: The preparation for carrying out disaster functions, other than functions for which military forces are primarily responsible, and to prevent, minimize and repair injury and damage resulting from disasters. It shall not include, nor does any provision of this chapter apply to, any condition relating to a labor controversy.

EMERGENCY SERVICES OFFICE: The physical facilities constituting the Tulare operational area's primary emergency operating center, and the necessary staff and personnel to operate such facilities on a day to day or disaster emergency basis.

TULARE OPERATIONAL AREA: The unincorporated area of the county, and the cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia and Woodlake. (Ord. 987 § A, 10-6-1970)

9-3: EMERGENCY COUNCIL:

The emergency council of the Tulare operational area is hereby created and shall consist of the following members:

A. The chairman of the board of supervisors of the county. Said board of supervisors shall appoint an additional member of said board to serve as an alternate member of the emergency council when the chairman is absent from the county or is not immediately available to perform his duties.

B. The mayors of the cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia and Woodlake, or alternates appointed by the respective city councils.

C. Two (2) persons residing in the unincorporated area of the county who shall be appointed by the other members of the emergency council.

D. The emergency services coordinator of the county, who shall be an ex officio member and who shall not be entitled to a vote at the meetings of the emergency council. (Ord. 987 § A, 10-6-1970)

9-4: OFFICERS OF EMERGENCY COUNCIL:

The officers of the emergency council shall be a chairman, and such other officers as the council may deem necessary. The chairman of the board of supervisors shall serve as chairman of the council. When he is absent from the county or is not immediately available to perform his duties, the other member of the board of supervisors who is a member of the council shall serve as chairman. (Ord. 987 § A, 10-6-1970)

9-5: EMERGENCY COUNCIL MEETINGS:

The emergency council may hold regular meetings at a time and place established by the council. Special meetings of the council shall be called in accordance with section 54950 et seq., of the Government Code of the state of California. Special meetings may be called by the chairman or the alternate chairman designated pursuant to section 9-4 of this chapter. The council shall meet at least four (4) times each year. The council shall have the power to adopt rules and regulations governing the conduct of its meetings. (Ord. 987 § A, 10-6-1970)

9-6: DUTIES OF EMERGENCY COUNCIL:

It shall be the duty of the emergency council to review and recommend for adoption by the board of supervisors and the respective city councils, disaster and mutual aid plans and agreements, and such ordinances, resolutions, rules, regulations and budgets as are necessary to implement such plans and agreements. (Ord. 987 § A, 10-6-1970)

9-7: POWERS OF CHAIRMAN OF EMERGENCY COUNCIL:

The chairman of the emergency council is hereby empowered to perform the following acts:

A. Serve as the emergency services director of the Tulare operational area.

B. Request the city council of the city of Porterville to proclaim the existence or threatened existence of a local emergency and the termination thereof, if the city council is in session, or to issue such a proclamation if the city council is not in session, subject to confirmation by the city council at the earliest practicable time.

C. Request the mayor to request the governor to proclaim a state of disaster when in the opinion of the chairman the resources of the area are inadequate to cope with the disaster on a local basis. (Ord. 987 § A, 10-6-1970)

9-8: EXERCISES OR DRILLS:

The chairman of the emergency council shall order an exercise or drill of the entire emergency services organization at least once each year, and a minimum of two (2) exercises or drills for selected portions of the emergency operating center staff each year. Participation in required state or federal exercises, special drills for communications, radiological, fire, law enforcement or other specific services shall be in addition to the exercises or drills required hereinabove. (Ord. 987 § A, 10-6-1970)

9-9: ACTS AUTHORIZED UNDER CERTAIN CONDITIONS:

In the event of the proclamation of a local emergency as herein provided, or the proclamation of a state of disaster by the governor or the director of the California disaster office, or in the event of a war caused state of

extreme emergency, the chairman, as the emergency services director of the Tulare operational area, is hereby empowered to perform the following acts:

A. Make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such disaster; provided, however, that such rules and regulations must be confirmed at the earliest practicable time by the emergency council.

B. Subject to the approval of the city council, to obtain vital supplies, equipment and such other properties found lacking and needed for the protection of life and property of the people, and to bind the city for the fair value thereof and, if required, to commandeer the same immediately for public use.

C. Require emergency services of any city officer or employee, and in the event of the proclamation of a state of disaster or extreme emergency by the governor in the region in which the city is located, to commandeer the aid of as many citizens as he thinks necessary in the execution of his duties. Such persons shall be entitled to all privileges, benefits and immunities which are provided by state law for registered civil defense and disaster volunteer workers.

D. Requisition any necessary equipment or materials from any city department or agency.

E. Execute all of the special powers conferred upon him by this chapter or by resolution adopted pursuant thereto, all powers conferred upon him by any statute, by any agreement approved by city council, or by any other lawful authority. (Ord. 987 § A, 10-6-1970)

9-10: EMERGENCY SERVICES COORDINATOR:

There is hereby created the position of emergency services coordinator of the Tulare operational area who may be referred to as the coordinator. He shall serve as the executive officer of the Tulare operational area and his staff shall serve as the staff of the emergency services office. The board of supervisors of the county of Tulare shall consider the recommendations of the emergency council in the appointment or dismissal of the coordinator. (Ord. 987 § A, 10-6-1970)

9-11: POWERS AND DUTIES OF COORDINATOR:

The coordinator shall have the following general powers and duties:

A. Represent the emergency council and its chairman as their executive officer for the purpose of coordinating all efforts within the Tulare operational area for the accomplishment of the purposes of this chapter.

B. Identify and define questions of authority and responsibility that may arise between persons and agencies referred to in section 9-13 of this chapter and submit recommendations for resolving such matters to the chairman.

C. Represent the Tulare operational area in all dealings with public or private agencies pertaining to disaster or civil defense, when authorized by the chairman.

D. Prepare an operational plan with necessary service annexes and standing operating procedures to provide administrative guides for the Tulare operational area.

E. Plan and conduct exercises and drills, as ordered by the chairman, for the emergency services organization or for the emergency operating center staff. (Ord. 987 § A, 10-6-1970)

9-12: EMERGENCY POWERS OF COORDINATOR:

In the event of the proclamation of a local emergency as herein provided, or the proclamation of a state of disaster by the governor, or in the event of a war caused state of extreme emergency, the coordinator is hereby empowered to perform the following acts:

A. Activate the emergency operating center including calling in, as necessary, service chiefs, standby staff and service dispatchers.

B. Cause the dissemination of appropriate warning signals and issue suitable advisory information to the emergency council, the emergency services organization and the public.

C. Advise the California disaster office of the local situation.

D. Request mutual aid through the California disaster office if local deficiencies of personnel and/or equipment are indicated by the service chiefs.

E. Order the provision of security for the emergency operating center and communications staff. (Ord. 987 § A, 10-6-1970)

9-13: EMERGENCY SERVICES ORGANIZATION:

All officers and employees of the county and the cities included in the Tulare operational area, together with those volunteer forces enrolled to aid them during a disaster and all groups, organizations and persons, including persons commandeered under the provision of subsection 9-9C of this chapter who by operation of law or agreement may be charged with duties incident to the protection of life and property in the city during such disaster, shall constitute the emergency service organization of the Tulare operational area. (Ord. 987 § A, 10-6-1970)

9-14: FUNCTIONS AND DUTIES OF EMERGENCY SERVICE ORGANIZATION:

The functions and duties of the emergency services organization shall be distributed among such divisions, services and special staff as the emergency council shall prescribe by resolution, subject to the approval of the board of supervisors of the county and the respective city councils. Insofar as possible, the form of organization, titles and terminology shall conform to the recommendations of the federal government and the California disaster office. (Ord. 987 § A, 10-6-1970)

9-15: ACTS UNLAWFUL DURING DISASTERS:

It shall be unlawful for any person to perform any of the following acts during a disaster:

A. Wilfully obstruct, hinder or delay any member of the emergency services organization in the enforcement of any lawful rule or regulation issued pursuant to this chapter or in the performance of any duty imposed upon him by virtue of this chapter.

B. To do any act forbidden by any lawful rules or regulations issued pursuant to this chapter, if such act is of such a nature as to give, or be likely to give, assistance to the enemy, or to imperil the lives or property of inhabitants of the city, or to prevent or delay the defense or protection thereof.

C. To wear, carry or display, without authority, any means of identification specified by the civil defense and disaster agency of the federal government or the state of California. (Ord. 987 § A, 10-6-1970)

9-16: PENALTY FOR VIOLATION OF CHAPTER:

Any person violating any of the provisions of this chapter which are declared to be unlawful shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than five hundred dollars (\$500.00) or by imprisonment in the Tulare County jail for not more than six (6) months, or by both such fine and imprisonment. (Ord. 987 § A, 10-6-1970)

State of California

GOVERNMENT CODE

Section 8558

8558. Three conditions or degrees of emergency are established by this chapter:

(a) “State of war emergency” means the condition that exists immediately, with or without a proclamation thereof by the Governor, whenever this state or nation is attacked by an enemy of the United States, or upon receipt by the state of a warning from the federal government indicating that an enemy attack is probable or imminent.

(b) “State of emergency” means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions such as air pollution, fire, flood, storm, epidemic, riot, drought, cyberterrorism, sudden and severe energy shortage, electromagnetic pulse attack, plant or animal infestation or disease, the Governor’s warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy or conditions causing a “state of war emergency,” which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city and county, or city and require the combined forces of a mutual aid region or regions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the Public Utilities Commission.

(c) (1) “Local emergency” means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city, caused by conditions such as air pollution, fire, flood, storm, epidemic, riot, drought, cyberterrorism, sudden and severe energy shortage, deenergization event, electromagnetic pulse attack, plant or animal infestation or disease, the Governor’s warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage or deenergization event that requires extraordinary measures beyond the authority vested in the Public Utilities Commission.

(2) A local emergency proclaimed as the result of a deenergization event does not trigger the electric utility obligations set forth in Public Utilities Commission Decision 19-07-015 or its successor decisions as related to deenergization events. A local emergency proclaimed as the result of a deenergization event does not alter the electric

utilities' Public Utilities Commission-approved cost-recovery mechanisms for their own costs associated with deenergization events.

(Amended by Stats. 2022, Ch. 537, Sec. 1. (SB 468) Effective January 1, 2023.)

Porterville Army National Guard Armory
Temporary Evacuation Point and Shelter

Daily Census

<u>Date:</u>	<u>Adults:</u>	<u>Youth:</u>	<u>Dogs:</u>
Friday, May 5, 2023	12	0	1
Saturday, May 6, 2023	10	0	0
Sunday, May 7, 2023	10	0	0
Monday, May 8, 2023	15	0	1
Tuesday, May 9, 2023	12	0	0
Wednesday, May 10, 2023	8	0	0
Thursday, May 11, 2023	9	0	0
Friday, May 12, 2023	9	0	0
Saturday, May 13, 2023	7	0	0
Sunday, May 14, 2023	6	0	0
Monday, May 15, 2023	13	0	0
Tuesday, May 16, 2023	11	3	4
Wednesday, May 17, 2023	11	3	4
Thursday, May 18, 2023	16	3	4
Friday, May 19, 2023	11	0	3
Saturday, May 20, 2023	14	0	5
Sunday, May 21, 2023	12	0	4
Monday, May 22, 2023	14	0	3
Tuesday, May 23, 2023	14	5	3
Wednesday, May 24, 2023	16	3	3
Thursday, May 25, 2023	13	1	6
Friday, May 26, 2023	18	4	3
Saturday, May 27, 2023	16	5	5
Sunday, May 28, 2023	16	1	3
Monday, May 29, 2023	18	1	3

Tuesday, May 30, 2023	19	1	6
Wednesday, May 31, 2023	17	1	3
Thursday, June 1, 2023	19	1	7
Friday, June 2, 2023	17	1	7
Saturday, June 3, 2023	16	1	4
Sunday, June 4, 2023	20	1	8
Monday, June 5, 2023	20	1	6
Tuesday, June 6, 2023	22	1	10
Wednesday, June 7, 2023	23	1	9
Thursday, June 8, 2023	22	1	7
Friday, June 9, 2023	22	1	10
Saturday, June 10, 2023	15	1	6
Sunday, June 11, 2023	26	1	9
Monday, June 12, 2023	18	1	7
Tuesday, June 13, 2023	24	1	4
Wednesday, June 14, 2023	21	1	7
Thursday, June 15, 2023	20	1	4
Friday, June 16, 2023	28	1	6
Saturday, June 17, 2023	20	1	7
Sunday, June 18, 2023	24	1	4
Monday, June 19, 2023	21	0	8
Tuesday, June 20, 2023	28	0	6
Wednesday, June 21, 2023	28	0	4
Thursday, June 22, 2023	22	0	4
Friday, June 23, 2023	27	0	4
Saturday, June 24, 2023	26	0	4
Sunday, June 25, 2023	24	0	3
Monday, June 26, 2023	23	0	4
Tuesday, June 27, 2023	30	0	5

Wednesday, June 28, 2023	26	0	6
Thursday, June 29, 2023	27	0	5
Friday, June 30, 2023	25	0	5
Saturday, July 1, 2023	27	0	9
Sunday, July 2, 2023	25	3	3
Monday, July 3, 2023	24	3	3
Tuesday, July 4, 2023	20	3	4
Wednesday, July 5, 2023	28	2	6
Thursday, July 6, 2023	28	2	5
Friday, July 7, 2023	27	2	6
Saturday, July 8, 2023	28	2	5
Sunday, July 9, 2023	36	2	3
Monday, July 10, 2023	28	2	3
Tuesday, July 11, 2023	34	2	4
Wednesday, July 12, 2023	35	2	2
Thursday, July 13, 2023	47	2	7
Friday, July 14, 2023	27	2	0
Saturday, July 15, 2023	24	2	2
Sunday, July 16, 2023	24	2	3
Monday, July 17, 2023	26	2	1
Tuesday, July 18, 2023	26	2	2
Wednesday, July 19, 2023	21	2	1
Thursday, July 20, 2023	21	2	1
Friday, July 21, 2023	22	0	0
Saturday, July 22, 2023	22	0	0
Sunday, July 23, 2023	22	0	0
Monday, July 24, 2023	21	0	0
Tuesday, July 25, 2023	22	0	0
Wednesday, July 26, 2023	20	0	0

Thursday, July 27, 2023	27	0	0
Friday, July 28, 2023	25	0	0
Saturday, July 29, 2023	22	0	0
Sunday, July 30, 2023	22	0	0
Monday, July 31, 2023	24	0	0
Tuesday, August 1, 2023	21	0	0
Wednesday, August 2, 2023	19	0	0
Thursday, August 3, 2023	20	0	0
Friday, August 4, 2023	19	0	0
Saturday, August 5, 2023	26	0	0
Sunday, August 6, 2023	22	0	0
Monday, August 7, 2023	20	0	0
Tuesday, August 8, 2023	25	0	3
Wednesday, August 9, 2023	23	0	3
Thursday, August 10, 2023	20	0	3
Friday, August 11, 2023	23	0	5
Saturday, August 12, 2023	22	0	5
Sunday, August 13, 2023	29	0	6
Monday, August 14, 2023	25	0	5
Tuesday, August 15, 2023	21	0	5
Wednesday, August 16, 2023	23	0	6
Thursday, August 17, 2023	23	0	5
Friday, August 18, 2023	22	0	5
Saturday, August 19, 2023	23	0	5
Sunday, August 20, 2023	21	0	4
Monday, August 21, 2023	25	0	5
Tuesday, August 22, 2023	22	0	5
Wednesday, August 23, 2023	27	0	5
Thursday, August 24, 2023	22	0	5

Friday, August 25, 2023	25	0	5
Saturday, August 26, 2023	23	0	4
Sunday, August 27, 2023	25	0	5
Monday, August 28, 2023	23	1	5
Tuesday, August 29, 2023	24	1	6
Wednesday, August 30, 2023	22	2	6
Thursday, August 31, 2023	18	2	5
Friday, September 1, 2023	17	2	5
Saturday, September 2, 2023	20	2	5
Sunday, September 3, 2023	20	2	5
Monday, September 4, 2023	21	2	5
Tuesday, September 5, 2023	22	2	5
Wednesday, September 6, 2023	15	2	3
Thursday, September 7, 2023	16	2	4
Friday, September 8, 2023	18	2	4
Saturday, September 9, 2023	19	2	4
Sunday, September 10, 2023	20	2	5
Monday, September 11, 2023	20	2	5
Tuesday, September 12, 2023	24	2	5
Wednesday, September 13, 2023	24	2	5
Thursday, September 14, 2023	21	2	5
Friday, September 15, 2023	26	2	5
Saturday, September 16, 2023	28	2	5
Sunday, September 17, 2023	26	2	5
Monday, September 18, 2023	22	2	5
Tuesday, September 19, 2023	24	2	5
Wednesday, September 20, 2023	26	2	5
Thursday, September 21, 2023	30	2	5

Friday, September 22, 2023	23	2	5
Saturday, September 23, 2023	20	2	5
Sunday, September 24, 2023	26	2	5
Monday, September 25, 2023	20	2	4
Tuesday, September 26, 2023	20	2	4
Wednesday, September 27, 2023	24	2	4
Thursday, September 28, 2023	22	2	4
Friday, September 29, 2023	17	2	4
Saturday, September 30, 2023	20	2	4
Sunday, October 1, 2023	23	2	4
Monday, October 2, 2023	20	2	4
Tuesday, October 3, 2023	18	2	4
Wednesday, October 4, 2023	22	2	4
Thursday, October 5, 2023	24	2	7
Friday, October 6, 2023	21	2	5
Saturday, October 7, 2023	18	2	5
Sunday, October 8, 2023	19	2	5
Monday, October 9, 2023	20	2	5
Tuesday, October 10, 2023	19	2	5
Wednesday, October 11, 2023	22	2	5
Thursday, October 12, 2023	27	2	5
Friday, October 13, 2023	21	2	5
Saturday, October 14, 2023	21	2	5
Sunday, October 15, 2023	19	2	5
Monday, October 16, 2023	24	2	5
Tuesday, October 17, 2023	22	2	5
Wednesday, October 18, 2023	22	2	5
Thursday, October 19, 2023	30	2	5
Friday, October 20, 2023	17	2	5

Saturday, October 21, 2023	15	2	5
Sunday, October 22, 2023	22	2	5
Monday, October 23, 2023	22	2	5
Tuesday, October 24, 2023	20	2	5
Wednesday, October 25, 2023	19	2	5
Thursday, October 26, 2023	21	1	5
Friday, October 27, 2023	21	1	3
Saturday, October 28, 2023	21	1	3
Sunday, October 29, 2023	18	1	3
Monday, October 30, 2023	24	1	3
Tuesday, October 31, 2023	20	1	3
Wednesday, November 1, 2023	25	1	3
Thursday, November 2, 2023	24	1	3
Friday, November 3, 2023	22	1	3
Saturday, November 4, 2023	22	1	3
Sunday, November 5, 2023	19	1	3
Monday, November 6, 2023	23	1	3
Tuesday, November 7, 2023	27	1	3
Wednesday, November 8, 2023	22	1	3
Thursday, November 9, 2023	22	1	3
Friday, November 10, 2023	23	1	3
Saturday, November 11, 2023	21	1	3
Sunday, November 12, 2023	24	1	3
Monday, November 13, 2023	27	1	3
Tuesday, November 14, 2023	24	1	3
Wednesday, November 15, 2023	29	1	3
Thursday, November 16, 2023	29	0	3
Friday, November 17, 2023	25	0	3
Saturday, November 18, 2023	29	0	3

Sunday, November 19, 2023	29	0	3
Monday, November 20, 2023	29	0	3
Tuesday, November 21, 2023	29	0	3
Wednesday, November 22, 2023	29	0	3
Thursday, November 23, 2023	21	0	3
Friday, November 24, 2023	29	0	3
Saturday, November 25, 2023	27	0	3
Sunday, November 26, 2023	27	0	3
Monday, November 27, 2023	26	0	3
Tuesday, November 28, 2023	27	0	3
Wednesday, November 29, 2023	29	0	3
Thursday, November 30, 2023	27	0	3
Friday, December 1, 2023	22	0	3
Saturday, December 2, 2023	25	0	3
Sunday, December 3, 2023	25	0	3
Monday, December 4, 2023	20	0	3
Tuesday, December 5, 2023	25	0	3
Wednesday, December 6, 2023	30	0	3
Thursday, December 7, 2023	30	0	3
Friday, December 8, 2023	29	0	3
Saturday, December 9, 2023	25	0	3
Sunday, December 10, 2023	31	0	3
Monday, December 11, 2023	30	0	3
Tuesday, December 12, 2023	32	0	3
Wednesday, December 13, 2023	32	0	3
Thursday, December 14, 2023	35	0	3
Friday, December 15, 2023	30	0	3
Saturday, December 16, 2023	31	0	3
Sunday, December 17, 2023	29	0	3

Monday, December 18, 2023	26	0	3
Tuesday, December 19, 2023	25	1	3
Wednesday, December 20, 2023	31	0	3
Thursday, December 21, 2023	28	0	3
Friday, December 22, 2023	32	0	3
Saturday, December 23, 2023	29	0	3
Sunday, December 24, 2023	30	0	3
Monday, December 25, 2023	28	0	3
Tuesday, December 26, 2023	23	0	3
Wednesday, December 27, 2023	24	0	3
Thursday, December 28, 2023	28	0	3
Friday, December 29, 2023	23	0	3
Saturday, December 30, 2023	25	0	3
Sunday, December 31, 2023	28	0	3
Monday, January 1, 2024	24	0	3
Tuesday, January 2, 2024	24	0	3
Wednesday, January 3, 2024	29	0	3
Thursday, January 4, 2024	21	0	3
Friday, January 5, 2025	22	0	3
Saturday, January 6, 2024	32	0	3
Sunday, January 7, 2024	29	0	3
Monday, January 8, 2024	26	0	3
Tuesday, January 9, 2024	27	0	3
Wednesday, January 10, 2024	34	0	3
Thursday, January 11, 2024	33	0	3
Friday, January 12, 2025	36	0	3
Saturday, January 13, 2024	35	0	3
Sunday, January 14, 2024	34	0	3
Monday, January 15, 2024	39	0	3

Tuesday, January 16, 2024	38	0	4
Wednesday, January 17, 2024	33	0	4
Thursday, January 18, 2024	33	0	4
Friday, January 19, 2025	33	0	4
Saturday, January 20, 2024	36	0	4
Sunday, January 21, 2024	38	0	4
Monday, January 22, 2024	36	1	4
Tuesday, January 23, 2024	34	1	4
Wednesday, January 24, 2024	32	1	4
Thursday, January 25, 2024	38	1	4
Friday, January 26, 2025	35	1	4
Saturday, January 27, 2024	32	1	4
Sunday, January 28, 2024	36	1	4
Monday, January 29, 2024	34	1	4
Tuesday, January 30, 2024	40	1	5
Wednesday, January 31, 2024	36	1	5
Thursday, February 1, 2024	36	1	5
Friday, February 2, 2024	36	1	5
Saturday, February 3, 2024	27	1	5
Sunday, February 4, 2024	33	1	5
Monday, February 5, 2024	29	1	5
Tuesday, February 6, 2024	33	1	5
Wednesday, February 7, 2024	37	1	5
Thursday, February 8, 2024	34	1	5
Friday, February 9, 2024	37	0	5
Saturday, February 10, 2024	38	0	5
Sunday, February 11, 2024	39	0	5
Monday, February 12, 2024	35	0	5
Tuesday, February 13, 2024	38	0	5

Wednesday, February 14, 2024	37	0	5
Thursday, February 15, 2024	35	0	5
Friday, February 16, 2024	38	0	5
Saturday, February 17, 2024	40	0	5
Sunday, February 18, 2024	38	0	5
Monday, February 19, 2024	41	0	5
Tuesday, February 20, 2024	43	0	5
Wednesday, February 21, 2024	36	0	5
Thursday, February 22, 2024	39	0	5
Friday, February 23, 2024	36	0	5
Saturday, February 24, 2024	36	0	5
Sunday, February 25, 2024	38	0	5
Monday, February 26, 2024	37	0	5
Tuesday, February 27, 2024	41	0	5
Wednesday, February 28, 2024	41	0	9
Thursday, February 29, 2024	33	0	9
Friday, March 1, 2024	34	0	9
Saturday, March 2, 2024	33	0	9
Sunday, March 3, 2024	33	0	9
Monday, March 4, 2024	35	0	9
Tuesday, March 5, 2024	38	0	9
Wednesday, March 6, 2024	36	0	9
Thursday, March 7, 2024	35	0	9
Friday, March 8, 2024	37	0	9
Saturday, March 9, 2024	37	0	9
Sunday, March 10, 2024	41	0	9
Monday, March 11, 2024	41	0	9
Tuesday, March 12, 2024	42	0	9
Wednesday, March 13, 2024	40	0	9

Thursday, March 14, 2024	40	0	9
Friday, March 15, 2024	42	0	9
Saturday, March 16, 2024	39	0	9
Sunday, March 17, 2024	39	0	9
Monday, March 18, 2024	40	0	9
Tuesday, March 19, 2024	42	0	9
Wednesday, March 20, 2024	38	0	9
Thursday, March 21, 2024	35	0	9
Friday, March 22, 2024	37	0	9
Saturday, March 23, 2024	42	0	9
Sunday, March 24, 2024	42	0	9
Monday, March 25, 2024	42	0	9
Tuesday, March 26, 2024	41	0	9
Wednesday, March 27, 2024	44	0	9
Wednesday, March 27, 2024			



CITY COUNCIL AGENDA – APRIL 2, 2024

SUBJECT: Public Hearing and Consideration of An Ordinance Regulating Unsafe and Unauthorized Camping and Storage of Personal Property, and the Protection of Critical Infrastructure, and Mitigation of Harm to Public Health, Safety and Welfare

SOURCE: City Attorney

COMMENT: At the regular City Council Meeting on March 5, 2024, the City Council reviewed a draft ordinance that if approved would regulate camping within the City and protect critical infrastructure. Staff provided the preliminary assessment of critical infrastructure and facilities that should be protected, and provided draft maps and a list of public buildings and facilities to consider. The City Council provided additional comments and recommended changes, and authorized staff to schedule a public hearing and consideration of first reading of the ordinance at tonight's meeting.

The draft ordinance would make it unlawful and a public nuisance for any person to camp on Public Property when there is available space for the person at a shelter location where the person is eligible and qualified to go. If there is no available shelter space, persons experiencing homelessness or who do not have a permanent residence are permitted to camp on certain public property, provided that the camping is occurring in compliance with certain time, place, and manner regulations. The ordinance includes detailed location limitations, some specifically defined by ordinance (such as a prohibition within residential areas or mixed-use areas or on public right of way), and may be later determined by the City to be “critical infrastructure.” Previously there was a restricted buffer designated of 200-feet around those facilities or properties, but per City Council direction, the draft ordinance would authorize boundary/buffer restrictions to be set by resolution. For any areas or properties to be designated by Resolution as Critical Infrastructure or otherwise restricted, distance requirements can also be set at that time.

In addition to the location restrictions, camping is also proposed to only be allowed for a maximum period of 24 hours at any one location. There are also additional proposed manner restrictions, such as limiting the spatial footprint to 144 sq. feet, 150-foot radius separation requirement between camps, restrictions on open flames and fires, restrictions on excavations or the building of structures, and other proposed regulations to protect public health and safety. The draft also contains a restriction on the number of individuals per camp, limiting it to two adult persons, their minor dependents (if any), and two animals (clarified as requested at the last meeting).

With regard to enforcement, as discussed, the draft ordinance proposes an emphasis on obtaining voluntary compliance. If voluntary compliance is not achieved, it is proposed that 72-hour written notice be provided. If there is still a refusal to comply (or failure to respond), the personal property can be removed subject to the storage requirements specified in the ordinance. Shorter time frames would be allowed due to a reasonable determination of a potential danger to human life or safety. The enforcement of the ordinance will require additional personnel and equipment for the Police Department and Parks and Leisure Services Department to effectively enforce the ordinance and clean up unauthorized camping locations. Staff will provide specific detail in the 2024/25 budget discussions.

Per additional direction given by the City Council Members, language was added to the "whereas" clauses providing that all people have a right to be protected from environmental pollution and to live in a clean and healthy environment and safe living conditions, and clarifications were also made to the findings related to the City Council's belief that people should not have to live outside, that there are safer options. The definition section concerning "Critical Infrastructure" was also clarified to provide that the facilities meeting the definition can be set forth by Ordinance or Resolution, and "health facilities" was added to the list of potential examples.

If approved, this draft ordinance will also repeal and replace the City's current regulations concerning "Squatter Camps." Consequently, this draft also includes restrictions on unlawful camping on private property, defined as camping without the property owner's consent, camping in a manner that violates applicable law, or in a manner that causes blight or a public nuisance. This ordinance will not supersede the City's ability to also enforce applicable trespass laws.

As has been previously discussed, in the development of any regulations designating specific locations where camping will be prohibited, the City must balance the constitutional rights of individuals experiencing homelessness with the City's obligation to protect public health and safety. The draft ordinance has been developed so as not to restrict locations for camping in such a manner that individuals have no alternative places to go. The draft ordinance also includes specific findings substantiating determinations of public health and safety concerns related to the proposed restricted locations and identifies certain public health and safety dangers being addressed by the location restrictions.

Staff recommends that the City Council hold the noticed public hearing and consider any testimony provided, and consider whether to approve and give first reading of the draft ordinance, reading by title only and waiving further reading thereof.

RECOMMENDATION: That the City Council:

1. Hold the noticed Public Hearing and consider all testimony provided; and

2. Consider whether to approve Ordinance No. 1905, An Ordinance of the City Council of the City of Porterville Repealing Article VII of Chapter 18 (Sections 18-76 through 18-83) of the City of Porterville Municipal Code and Replacing it with Chapter 18, Article VII, Regulating Unsafe and Unauthorized Camping and Storage of Personal Property, and the Protection of Critical Infrastructure, and Mitigation of Harm to the Public Health, Safety and Welfare; and
3. If so approved, give first reading by title only, and order the Ordinance to print.

ATTACHMENTS:

1. Draft Ordinance
2. Draft Ordinance - Red Line Version

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, City Manager

Final Approver: Patrice Hildreth, City Manager

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE REPEALING ARTICLE VII OF CHAPTER 18 (SECTIONS 18-76 THROUGH 18-83) OF THE CITY OF PORTERVILLE MUNICIPAL CODE AND REPLACING IT WITH CHAPTER 18, ARTICLE VII, REGULATING UNSAFE AND UNAUTHORIZED CAMPING AND STORAGE OF PERSONAL PROPERTY, AND THE PROTECTION OF CRITICAL INFRASTRUCTURE, AND MITIGATION OF HARM TO THE PUBLIC HEALTH, SAFETY AND WELFARE

WHEREAS, the City of Porterville (“City”) encourages the use of open spaces and facilities within the City by all members of the community; and

WHEREAS, all people have a right to be protected from environmental pollution and to live in and enjoy clean, healthful, and safe living conditions; and

WHEREAS, camping in undesignated campsites within the City limits creates unsanitary, unhealthy, disorderly, and dangerous conditions that may affect both the campers and the general public, for example when the camping has occurred in the Tule Riverbed or along the embankments, where there has been both severe flood and fire dangers to those camping and the public depending on the season; and

WHEREAS, camping in undesignated campsites within the City limits tends to degrade and even destroy the property upon which the camping is occurring, particularly in situations where an encampment is large and ongoing; and

WHEREAS, camping in undesignated campsites within the City limits not only detracts from the use of the property for its intended purposes but also can create dangerous conditions for the public; and

WHEREAS, the City has the authority to adopt regulations to ensure the public’s health, safety, and general welfare, and desires to regulate camping within the City; and **WHEREAS**, a federal Ninth Circuit Court of Appeals decision, *Martin v. City of Boise*, 920 F.3d 584 (9th Cir. 2019) (“*Martin*”), prohibits criminal prosecution for sleeping outside on public property when adequate shelter is not reasonably available for persons involuntarily experiencing homelessness, based upon an interpretation of the Cruel and Unusual Punishments Clause of the U.S. Constitution’s Eight Amendment; and

WHEREAS, the federal Ninth Circuit court suggested in its decision in *Martin* that the prohibition on criminal prosecution would not apply to individuals who have reasonable access to adequate temporary shelter; and

WHEREAS, the Ninth Circuit court in *Martin* suggested that even when adequate shelter is unavailable, an ordinance establishing reasonable time, place, and manner regulations on sitting, lying, or sleeping may be allowed under the U.S. Constitution when the regulations are to address legitimate public health and safety concerns; and

WHEREAS, the federal Ninth Circuit court in the case of *Johnson v. City of Grants Pass*, 72 F.4th 868 (9th Cir. 2023) (“*Grants Pass*”) (to be heard and considered by the U.S. Supreme Court in April 2024), expanded upon its decision in *Martin* to prohibit civil enforcement for sleeping outside when adequate

shelter is not reasonably available for persons involuntarily experiencing homelessness if civil enforcement can lead to criminal enforcement; and

WHEREAS, there are available low barrier overnight shelters operating within the City, that as of the date of the adoption of this Ordinance have had space available nightly; and

WHEREAS, the City has invested significant funds, resources, and time to assist persons experiencing homelessness to find temporary and permanent shelter and necessary public health services to address the causes of their homelessness, has sought to address the underlying issues contributing to homelessness and has striven to be a part of the solution. These City of Porterville actions and efforts have included:

1. City Council, City Manager and staff participation on committees and sub-committees with service groups, regional non-profits, County Public Health Services, and other agencies to address causes of homelessness and work towards solutions.

2. The Police Department's creation of a SMART team to operate as a homeless liaison to address needs of the unhoused within the City limits and encourage coordination or facilitate connections with available resources.

3. The City's development of low-barrier shelters, a Navigation Center, and permanent supportive housing to help support the needs of persons experiencing homelessness.

4. The City's support and collaboration with local service providers to assist individuals and families experiencing homelessness, with funding focused on emergency shelters, housing navigators, bridge housing and permanent supportive housing.

5. The City has transferred the City's portion of the National Opioid Settlement back to Tulare County to manage a regional effort to combat opioid-related issues that directly impact our unhoused population.

WHEREAS, despite the City's efforts the Police Department has found that a significant number of the City's homeless population routinely decline the City's offers of help for various reasons including, and many people experiencing homelessness refuse to accept services and refuse to move from encampments; and

WHEREAS, the City has experienced significant and continuing threats to public health and safety resulting from persons experiencing homelessness sleeping and camping in unauthorized locations in the City, including the following:

1. Homeless encampments raise a number of public health concerns related to waste, sanitation, and disease transmission. Unhoused people, like all other people, generate solid waste during their daily activities of food preparation and consumption, shelter building and maintenance and storing their possessions. Without any place or method of proper storage or disposal, the resulting piles of trash become food sources for rodents, breeding grounds for pathogens, fuel for fires, and unattractive nuisances to the public.

2. The opportunity for the spread of communicable diseases is increased in homeless encampments lacking basic sanitation services and waste collection, with some diseases such as hepatitis A and typhus more likely to occur in homeless populations.

3. Health and safety issues are presented by the violation of fire, building, electrical and other codes and standards for public health and safety, including the unauthorized and unpermitted use of electrical and utility connections, due to the potential and reality of unsafe and unhealthy conditions in encampments, posing life, safety, fire and health threats to both the occupants of the encampments, the general public and emergency responders.

4. Health and safety issues are exacerbated and compounded by larger encampments as there is an exponential increase in these health and safety issues the larger the encampment, including but not limited to both accumulation of trash and debris as well as the greater likelihood of the spread of disease.

5. The City regularly receives a large volume of emails, phone calls and in-person complaints regarding the encampments in the City, and the frequency and number of these complaints has been increasing greatly, recently and in the last year.

6. The homelessness problem in Porterville impacts crime rates. Homelessness-related crime rates are significant both in terms of crimes against the homeless and also crimes committed by the homeless. The Porterville Police Department estimates a call volume of 17% of total calls for service are related to our unhoused population (with this percentage including complaints as well as arrests).

7. Business owners and residents near encampments are confronted by trash, used needles, and human waste, and increased instances of open drug use, property damage, theft, and break-ins. They have seen their property values decline, their small businesses fail, and their public spaces become uninhabitable.

8. Businesses and residences near encampments experience physical impediments to access to public and private property which both impedes emergency responses, evacuation of occupants during an emergency, and general public access, as well as exacerbates the likelihood of conflict, intimidation and threats to the public safety for both the unhoused as well as all members of the public, and furthermore the collection of biohazard materials, human waste, trash and rubbish near businesses and residential areas contributes to a general decline in public health, safety and welfare.

9. Encampments near emergency shelters established for emergency evacuations during events such as winter rainstorms can cause barriers to access for evacuees.

10. Encampments near active construction sites, trash enclosures, areas with heavy vehicle use, and similar areas pose unique threats to both the unhoused as well as the operators of construction equipment and vehicles through unintentional yet predictable collisions and threats to health and safety.

11. Encampments on or near public utilities and critical infrastructure, such as stormwater, water and sewer infrastructure, fire stations, electrical wires and natural gas pipelines, pose unique safety, environmental and security issues and are generally closed to the public or have limited public access for safety, environmental and security reasons.

12. Unauthorized connections or taps to public utilities, as well as violation of fire, building, electrical and other codes and standards, create unsafe conditions and a potential life safety hazard for the occupant, the general public and emergency responders.

13. Encampments pose immense public health concerns as the rates of overdoses from drugs like fentanyl and heroin have increased substantially among the unhoused and encampments can provide an environment conducive to illegal drug consumption.

14. Abandoned encampment cleanups are performed by City Police officers and Parks and Leisure services department staff with police equipment, fire and City code enforcement officers and staff in an attempt to maintain and or control the spread of large encampments and this taxes public resources while unnecessarily exposing first responders and City staff to unhealthy and unsafe situations.

15. Fires in unsafe locations for cooking and warming occur at encampments increasing the risk of fires posing a threat to safety and health, and the City has had to respond directly to major fires caused by such activities over the years.

16. Accumulation of biohazard and medical waste occurs in and around encampments and these items end up in our creeks, storm drains, waterways, and beaches posing a direct threat to health and safety.

17. Severe blockage of storm drains and also the Tule Riverbed, due to excessive encampment debris and/or degradation of the river embankments leads to increased roadway and stream flooding and drain blockages during storms causing threats to health and safety.

18. During times of severe storms, unhoused camps are located in and must be evacuated from riverbeds; sloughs; embankments; low lying, unsafe areas; and storm drains due to increased risk of flooding, rapid water movement, and blockage of storm drains, posing safety threats to the residents of the encampments; and

WHEREAS, in light of these significant and continuing threats to public health and safety, the City seeks to adopt reasonable time, place and manner regulations in a manner consistent with the federal Ninth Circuit court's decisions in Martin and Grants Pass; and

WHEREAS, the City finds that reasonable camping regulations for public property will best serve the public's health, safety, and general welfare.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. RECITALS. The recitals set forth above are true and correct and are hereby adopted as findings in support of this Ordinance as if fully set forth herein.

SECTION 2. CHAPTER 18, ARTICLE VII REPEALED AND REPLACED IN ITS ENTIRETY. Article VII of Chapter 18 (Sections 18-76 through 18-83), entitled "Squatter Camps," is hereby repealed in its entirety and is replaced with the following:

CHAPTER 18. ARTICLE VII – UNAUTHORIZED CAMPING REGULATIONS

Section 18-76 FINDINGS AND PURPOSE

A. As the City continues to offer assistance and services to persons experiencing homelessness, the City must appropriately consider various interests and formulate policy to best protect public health, safety, welfare, property, and the environment, with its limited resources.

B. The City Council acknowledges that at the time of the adoption of this ordinance, although there has been available nightly shelter space within the City, there is a lack of nightly shelter beds and housing available regionally for persons experiencing homelessness and recognizes the systemic lack of state and federal investment in shelter and public health services for those experiencing homelessness.

C. The City Council acknowledges that it is currently unavoidable that some persons will live or shelter for survival outdoors until they are able or willing to access affordable or free shelter or housing. In Porterville, this has typically meant sheltering, sometimes for extended periods of time, on City rights-of-way and City property, and at times on other public agency property owned by other public agencies.

D. Public rights-of-way and public property are generally intended for public use and travel. The City Council is the authority for rights-of-way within the City; as such, the City must consider the safety of motorists and pedestrians travelling on roadways and sidewalks, including to and from neighboring properties, businesses, and residences.

E. The City owns limited property where camping can or should be allowed for reasons including but not limited to public health and safety concerns and issues created by the impact of camping on public property.

F. The City has had increasing concerns regarding public health and safety due to instances of camping on or in rights-of way and public property in or near waterways, streets, roads, sidewalks, schools, residences, businesses, critical infrastructure, public access points and similar locations. Public utility properties (e.g., stormwater, water, sewer) are environmentally and operationally sensitive and generally closed to the public or have limited access for safety, environmental and security reasons.

G. Over the long term and working with other governmental agencies and non-profit organizations, the City's belief is that people should not have to live outside and there are safer options.

H. It is the purpose and intent of the City Council to provide standards for camping and sheltering for survival on City rights-of-way and public property, which are intended to be as compatible as possible with the needs of everyone in Porterville to be healthy, safe, and have access to public places.

I. Smaller camp sites support both the health and safety of people who are camping for survival on public property as well as the health and safety of the public.

J. It is the purpose and intent of the City Council to provide standards for camping and sheltering for survival on City rights-of-way and public property which will address issues such as fire risk, unsanitary conditions, health risks, public infrastructure security, public access impediments, trash, waste and public safety hazards to both people camping as well as neighboring businesses, residents and community members, as well as environmental degradation, which have occurred with longer-term camping in the City.

K. It is the intent of the City to evaluate each removal of an Established Campsite with considerations of public health and safety, including for the people who are sheltering in the camps, potential user conflicts, and available resources. The City intends to use a team approach and coordinate with other governmental agencies and non-profit organizations as appropriate. When the City requires a person experiencing homelessness to remove an Established Campsite, through these regulations, it intends to provide the person adequate time to remove the Established Campsite before the City removes the Established Campsite, to secure any personal property with reasonable utility or reasonable value for the person to retrieve at a later date, and to clean the former Established Campsite to address threats to public health and safety.

Section 18-77 DEFINITIONS

The following words and phrases, when used in this Chapter, shall have the meaning ascribed to them by this section unless it is apparent from the context that another meaning is intended.

A. “Camp” or “Camping” means residing in or using any public property for one or more nights for living accommodation purposes, such as sleeping activities or making preparations to sleep (including the laying down of bedding for the purpose of sleeping), or using any tents, or storing personal belongings (including but not limited to clothing, sleeping bags, bedrolls, blankets, sheets, luggage, backpacks, kitchen utensils, cookware, and similar material), or making any fire using Bunsen burners or other heating items, or regularly cooking meals. These activities constitute camping when it reasonably appears, in light of all the circumstances, that a person is using public property as a living accommodation for one or more nights, with the intent to camp.

B. “Camp Facilities” include, but are not limited to, tents, huts, or similar temporary shelters consisting of any material with a top or roof or any other upper covering or that is otherwise enclosed by sides that is of sufficient size for a person to fit underneath or inside while sitting or lying down and includes the use of a tarp or other material tied or affixed to a structure or bush to create an enclosed area.

C. “Camp Materials” includes but is not limited to, tarpaulins, cots, beds, sleeping bags, hammocks, shopping carts, recyclable material and/or non-City designated cooking or heating facilities and similar equipment, or personal possessions that would facilitate one’s use of a park, public property, or any portion of the public right-of-way as a temporary residence.

D. “Critical Infrastructure” means real property or a facility, whether privately or publicly owned, that the City Council by Ordinance or with recommendations from the City Manager by Resolution designates, from time to time, as being so vital and integral to the operation or functioning of the City or in need of protection that its damage, incapacity, disruption, or destruction would have a debilitating impact on the public health, safety, or welfare. Critical infrastructure may include, but is not limited to, government buildings, such as fire stations, police stations, jails, or courthouses; hospitals and health facilities; structures, such as antennas, bridges, roads, train tracks, drainage systems, or levees; or systems, such as computer networks, public utilities, electrical wires, natural gas pipes, telecommunication centers, or water sources.

E. "Enforcement Personnel" means the employee(s) of the City, including but not limited to sworn police officers, and code enforcement officers authorized by the City to seek compliance with, and enforce, the regulations, requirements, and rules of this.

F. "Established Campsite" means a location or locations in the public right-of-way or on City property where a Camp, Camps, and/or Camp Materials have been set up for twenty-four (24) hours or more.

G. "Fire Severity Zones" means mapped area as defined by the Office of State Fire Marshal that designates zones (based on factors such as fuel, slope, and fire weather) with varying degrees of fire hazard (i.e., moderate, high, and very high).

H. "Greywater" means untreated wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines and the like. It does not include any toilet discharge, unhealthy bodily wastes, or manufacturing wastes.

I. "Hazardous Water" means sewage, toilet discharge, unhealthy bodily wastes, manufacturing wastes and the like.

J. "Landscaped Area" means any manicured or natural ground covered areas including but not limited to flower beds, bushes, brush areas, or shrubs.

K. "Personal Property" means any tangible property and includes, but is not limited to, goods, materials, merchandise, tents, tarpaulins, bedding, blankets, sleeping bags, personal items such as household items, luggage, backpacks, clothing, food, documents, and medication.

L. "Playground" means any park or recreational area specifically designed to be used by children that has play equipment installed, or any similar facility located on public or private school grounds, or on City, county, or State park grounds.

M. "Public Property" means any publicly owned property in the City, whether improved or unimproved, including, but not limited to, any of the following: public alleyways; public parking lots; public passageways; public streets; public rights-of-way; freeway on-ramps and off-ramps; publicly owned, maintained, or operated parks and/or playgrounds; publicly owned, maintained, or operated landscaped areas or greenbelts; publicly owned fences, trees, light poles, or equipment boxes; publicly owned, maintained, or operated open spaces including, but not limited to, public facilities or buildings of any kind; public sidewalks, curbs, and gutters; public educational institutions; or other government owned, maintained, or operated properties located within the City.

N. "Public Utilities" means every common carrier, toll bridge corporation, pipeline corporation, gas corporation, electrical corporation, telephone corporation, telegraph corporation, water corporation, sewer system corporation, and heat corporation, where the service is performed for, or the commodity is delivered to, the public or any portion thereof, as defined by Public Utilities Code section 216, and as amended.

O. "Rights-of-Way" means all City-owned or controlled rights-of-way, whether in fee title or as holder of a public easement for right-of-way or public access purposes. Public rights of-way include but are not limited to any public road, street, sidewalk, or private street or other property that is subject to a public access easement dedicated or granted to the City for vehicular use, pedestrian use, utilities or

other means, and any planter strip or landscaped area located adjacent to or contained within streets that is part of the public right-of-way.

P. "School" means any institution, facility, or organization, whether public or private, that offers instruction on those courses of study required by the California Education Code or that is maintained pursuant to standards set by the State Board of Education. School for purposes of this section does not include vocational or professional institutions of higher education, including a community or junior college, college, or university. The setback shall be calculated from the school property boundaries.

Q. "Store" means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

R. "Transportation Facility Loading Area" means that area within 200 feet of where trains, buses or any form of public transportation loads or unloads passengers.

S. "Vehicle" means a "motor vehicle" as defined by California Vehicle Code, section 415 and includes a "recreational vehicle" as defined by California Health and Safety Code, section 18010(a).

Section 18-78 RESTRICTIONS AND TIME, PLACE AND MANNER REGULATIONS

It is unlawful and a public nuisance for any person to camp on Public Property when there is available space for the person(s) at a shelter location where the person(s) is eligible and is qualified to go. If there is no available shelter space, persons who do not have any other permanent residence or domicile and/or are involuntarily experiencing homelessness are permitted to camp on certain public property, provided the camping is occurring in compliance with the following time, place and manner regulations and consistent with any administrative rules and policies promulgated by the City Manager, or designee, adopted after the Effective Date of this Ordinance, in accordance with this Article. Notwithstanding the specific time, place and manner restrictions set forth in this Section or Article, camping, lodging (or other activities) in a public place in violation of any applicable State or Federal law is prohibited.

A. Time. Unless otherwise specified, any Camping or Camp, where allowed, may only occur for 24-hours at a time in any one location. After 24 hours in one location, the Camp and all associated Camp Materials must be moved at least one street block or 600 feet, whichever is greater, to another allowed location.

B. Place. Camping is not allowed at any time in any of the following places:

1. Within a residentially zoned property boundary or within any area zoned Residential, as determined by the City of Porterville Zoning Map and the Porterville Municipal Code.
2. Within any Mixed-Use Overlay Zone, as determined by the City of Porterville Zoning Map and the Porterville Municipal Code.
3. Any place where Camping, a Camp, or Camp Materials create a physical impediment preventing emergency or non-emergency ingress, egress or access to public or private property, including but not limited to, on public sidewalks, alleyway or other public rights-of-way, driveways providing access to vehicles, and entrances or exits from buildings and/or other real property; and, within 15 feet of any fire hydrant.

4. Any vehicle lane, bicycle lane, roundabout within any public right-of-way, or Transportation Facility Loading Area.
5. Within 1000 feet from any shelter both established for emergency evacuations as well as approved under the Porterville Municipal Code and/or approved consistent with any applicable provision of State or federal law.
6. On any street or public rights-of-way, unless expressly authorized by the City.
7. Within, or within an additional distance boundary as set by Resolution, any School.
8. Within, or within an additional distance boundary as set by Resolution, any Playground.
9. At the following public property: Porterville City Hall, any City-operated Community Center, Porterville Veterans Hall, Porterville Public Library, and Zalud House.
10. On, or within an additional distance boundary as set by Resolution, of riverbeds, river embankments, sloughs, waterways, levies, water wells, storm basins or any publicly owned water, sewer or storm drain infrastructure (e.g., sewer lift stations, storm water pump stations or structures).
11. Within, or within an additional distance boundary as set by Resolution, Critical Infrastructure.
12. Within, or within an additional distance boundary as set by Resolution, either a very high Fire Severity Zone or a high Fire Severity Zone.
13. In or within an additional distance boundary as set by Resolution of Refuse Service Containers (all bin and curbside service containers, in addition to designated Refuse trash enclosures).
14. On or within a certain specified distance of any other Public Property as may be designated from time to time by Resolution of the City Council, with recommendations from the City Manager, Police Chief and Fire Chief, or their designees.

C. Manner. Camping, when and where allowed, is subject to all of the following limitations and regulations:

1. Individuals, Camp Materials, Camps, or personal property may not obstruct, block, prevent access to, or impede: sidewalk accessibility or passage; clear vision of moving vehicles or bicycles; usage of fire hydrants; usage or function of Public Utilities, Critical Infrastructure, or other City infrastructure; or, otherwise obstruct, block, prevent access to, or impede the use of the Rights-of-Way for vehicular, pedestrian, bicycle, or other passage.
2. A Camp or Camping shall be limited to a spatial footprint of no greater than 12 feet by 12 feet, or 144 square feet, and shall have a smaller footprint if necessary to comply with the restrictions set forth in this Chapter. The intent of this section is to allow a

person to sleep protected from the elements and maintain the essentials for living, while still allowing others to use public spaces as designed and intended.

3. To prevent larger Camping sites from forming and the impacts to public health and safety that can result, a Camp shall not be within a one hundred fifty (150) foot radius of any other Camp, unless otherwise explicitly authorized by City regulation, and only under such conditions adopted by the City and permitted by this Code.

4. Individuals may not accumulate, discard, or leave behind garbage, debris, unsanitary or hazardous materials, or other items of no reasonable utility or reasonable value, as determined by the City, in public rights-of-way, on City property, or on any adjacent public or private property.

5. Open flames, recreational fires, burning of garbage, bonfires, or other fires, flames, or heating deemed unsafe by the Porterville Fire Department, or the Porterville Police Department, are prohibited. Types of flameless cooking stoves and other flameless devices for keeping warm, as consistent with this subsection, are permitted. Additionally, any and all fires, to the extent allowed by this Section, must comply with all State and local laws.

6. Dumping of Greywater or Hazardous Water into any facilities or places not intended for Greywater or Hazardous Water disposal is prohibited. This includes but is not limited to City streets, public rights-of-way, public waterways, and storm drains, which are not intended for disposal of Greywater or Hazardous Water.

7. Unauthorized connections or taps to Public Utilities, including but not limited to such connections or taps that cross over City property, roadways, rights-of-way, driveways, streets, sidewalks, fences, and private property are prohibited.

8. Violations of building codes, fire codes, and other relevant codes or standards for health and safety are prohibited.

9. Obstruction of, or attachment of Camp Materials or personal property to, fire hydrants, utility poles, Public Utilities infrastructure, public infrastructure, fences, trees, vegetation, vehicles, bridges/infrastructure, or buildings is prohibited.

10. Individuals may not build or erect structures, whether by using plywood, wood materials, pallets, or other materials. Items such as tents, and similar items used for shelter that are readily portable, are not structures for purposes of this section.

11. Storage of personal property such as vehicle tires, bicycles, or associated components (except as needed for an individual's personal use), gasoline, generators, lumber, household furniture, propane tanks, combustible material or gases, or other items or materials, is prohibited, other than what is related to camping, sleeping, or keeping warm and dry, and only to the extent that such items are used in a safe manner.

12. Digging, excavation, terracing of soil, alteration of ground, water or infrastructure, or damage to vegetation or trees is prohibited.

13. All animals in the custody, ownership, or companionship of an individual, must be leashed or crated at all times.

14. Camps shall consist of no more than two adult persons, their minor dependents, two animals (e.g., dogs) that are leashed or crated at all times, and one tent.

Section 18-79 ENFORCEMENT

A. Voluntary Compliance. Before enforcement actions are taken in respect to this Chapter (with the exception of enforcement of subsection (B)(3) below), the enforcement personnel shall make a good faith effort to contact the person violating this Chapter and provide a reasonable opportunity to cure or remedy the alleged violation. Enforcement Personnel shall make a good faith effort to determine whether the person subject to enforcement has been referred to service providers and/or local non-profit assistance organizations and make a referral if it appears none has been made. The following shall be communicated to the person in a manner designed to help them understand the alleged violation:

1. A written or verbal description or identification of the activity constituting the alleged violation and identification of the recipient as being the person responsible for the violation;
2. A written or verbal statement that the enforcement personnel has determined the activity to be a violation;
3. A written or verbal statement of the action required to fix the violation and the time and/or date by which the violation must be fixed; and
4. A written or verbal statement advising that if the violation is not fixed within the time specified, enforcement actions may be imposed.

B. Notice of Violation

1. 72 Hour Notice. Prior to implementing any of the enforcement mechanisms provided for in this Chapter to remove an Established Campsite and/or Camp Facilities because of violations of this Chapter, the Enforcement Personnel shall provide occupants of an Established Campsite or Camp Facilities, at least 72 hours in advance of any action to remove the Established Campsite or Camp Facilities, notice both to remove the camp within 72 hours consistent with the requirements of this Chapter as well as of the intent by the City to remove the Established Campsite or Camp Facilities in no less than 72 hours (the "notice"). The notice shall be in writing and shall be posted on or near the Established Campsite or Camp Facilities, so as to reasonably communicate the notice to persons living at the Established Campsite or Camp Facilities but not present during the attempt to provide notice. In addition, the Enforcement Personnel shall make a good faith effort to personally provide the written notice to the occupant(s) of the Established Campsite or Camp Facilities present at the time the Enforcement Personnel posts the notice. Failure of the occupant(s) of the encampment to comply with the notice's requirements to remove the camp within 72 hours consistent with the requirements of this Chapter shall constitute a violation of this Chapter. The notice shall contain the following information:

- a. The location of the Established Campsite or Camp Facilities;

- b. The date and time notice was posted;
- c. A statement that the Established Campsite or Camp Facilities violates this Chapter;
- d. An advisement that the City will remove the Established Campsite or Camp Facilities 72 hours after the date and time of the notice;
- e. Information about any housing, shelter, or homeless services available for occupants of the Established Campsite or Camp Facilities, the phone number and address to contact in order to obtain such housing, shelter, or homeless services, if available, and information about obtaining free transportation, if available, to such housing, shelter, or homeless services;
- f. An advisement that any personal property remaining at the Established Campsite or Camp Facilities site when the Enforcement Personnel returns to remove the Camp Facilities will be impounded for no fewer than 90 days, or as provided for by applicable law, and will be discarded thereafter if not claimed; and
- g. The address, phone number, and operating hours of the location where the personal property will be stored and may be retrieved, being a staging or storage area managed by the Porterville Fire Department – Code Enforcement Unit, or as otherwise designated by the City, and that the City will charge no fee for storage or retrieval.

2. Less Than 72 Hour Notice. The notice detailed above may establish a shorter time for the removal of the encampment if the Enforcement Personnel have determined the conditions at the Established Campsite or Camp Facilities requires removal of the Established Campsite or Camp Facilities in less than 72 hours to avoid a potential emergency or threat to public health or safety, such as possible site contamination by hazardous materials or when there is reasonable potential danger to human life or safety. Failure of the occupant(s) of the encampment to comply with the notice's requirements to remove the camp consistent with the requirements of this Chapter shall constitute a violation of this Chapter.

3. Illegal Activity or Exceptional Emergency. Enforcement personnel may remove an Established Campsite or Camp Facilities without providing the notice described above in the following circumstances:

- a. When there is probable cause for law enforcement officials to believe that illegal activity, other than camping, is occurring at an Established Campsite or Camp Facilities, or in the immediate vicinity of an Established Campsite or Camp Facilities; or
- b. When there is probable cause for law enforcement officials to believe that the property that comprises an Established Campsite or Camp Facilities is being used or is intended to be used to commit or facilitate the commission of otherwise illegal activity; or
- c. In the event of an exceptional emergency, such as significant evidence of site contamination by hazardous materials or when there is immediate danger to human life or safety.

C. Removal of an Established Campsite or Camp Facilities. If the occupant(s) fail to comply with the request for voluntary compliance set forth in subsection A above, and after the enforcement personnel comply with the requirements set forth in subsection B above, any Camp, Camp Materials, or personal property in violation of any of the standards in this Chapter may be removed or cleaned-up by the City or its designated contractors, and the enforcement personnel may take appropriate actions to remove an Established Campsite or Camp Facilities and enforce this Chapter, consistent with the following:

1. When removing Camp Facilities, or individuals, Camp Materials, or personal property from an Established Campsite, enforcement personnel will make reasonable efforts to remove individuals without the use of force or citation.
2. When removing personal property, the City shall make reasonable efforts to determine if the property belongs to an individual and has any reasonable utility or reasonable value. The City shall make reasonable efforts to identify which Established Campsite the property was removed from, to aid in connecting people with their property. Items that are perishable, that have no reasonable use or value, that are not identifiable as belonging to an individual, or that are in an unsanitary condition due to saturation or contamination from bodily fluids, whether human or animal, or other contamination, will be considered garbage, discarded, and need not be stored.
3. Weapons, drug paraphernalia, or other contraband, and items that appear to be either stolen or evidence of a crime, shall be provided to law enforcement officials.
4. Following removal of personal property from City property or rights-of-way, the City shall post a notice at or as near as possible to the location the property was collected and on the City's website, stating where the personal property is being stored, and listing the phone number and hours a person claiming ownership can collect or make arrangements to collect their personal property.
5. After an Established Campsite or Camp Facilities has been removed, then at the recommendation of the Police Chief or Fire Chief on the basis of public health and safety, the City Manager may order that no camp be set up in that same location or a 100-foot radius for up to 30 days. The City shall post signs informing the public that camping is prohibited at the location for the specified period of time.

D. Removal and Storage of Personal Property or Camp Materials During Removal of an Established Campsite or Camp Facilities. Personal property or Camp Materials may be removed from City rights-of-way, City property, or a Camp, during removal of an Established Campsite or Camp Facilities pursuant to Section C above, if in violation of the provisions of this Chapter, as provided for herein.

1. Personal property removed from City rights-of-way or City property and unclaimed at the time of removal will be stored by the City for a minimum of ninety (90) days, or the duration (if shorter in time) allowed by applicable State or federal law, counting from the day of the removal as day one.
2. Items that are perishable, that have no reasonable use or value, that are not identifiable as belonging to an individual, or that are in an unsanitary condition due to saturation or

contamination from bodily fluids, whether human or animal, or other contamination, will be considered garbage, discarded, and will not be stored. Property discarded, dumped, or otherwise abandoned in the City rights-of-way or on public property may be immediately discarded.

3. The City will store personal property at a storage facility at or near a designated City facility, where people can reasonably retrieve belongings. Notwithstanding any otherwise applicable City policy or procedure, all items collected and stored pursuant to this Chapter that reasonably appear to have a monetary value at the time of collection of less than one thousand dollars (\$1,000) shall be stored at a storage facility, and items that reasonably appear to have a monetary value at the time of collection of one thousand dollars (\$1000) or more shall be separately stored for safekeeping with the Porterville Police Department ("MBPD").

4. The City will make reasonable efforts to provide a range of times the storage facility will be available for people to collect their personal property. The City may dispose of any personal property that remains unclaimed after ninety (90) days, or the duration (if shorter in time) allowed by applicable State or federal law, counting from the day of the removal as day one.

Section 18-80 VIOLATIONS

A citation for a violation of this Article shall be for an infraction. At the City's discretion, it may issue Administrative Citations under Chapter 2, Article 14 of this Code. Citations will be issued only when other means of achieving compliance have been unsuccessful or are not practicable for the particular situation. Additionally, the City reserves the right to enforce this Article in accordance with Chapter 1, Sections 1-9 and 1-10 of this Code, to the extent consistent with this Article and Section.

Section 18-81 SUSPENSION OF ENFORCEMENT

The City Council, Manager, or designee, as otherwise specified is specifically authorized to modify or suspend enforcement of any section or part of this Article in the event of a declared emergency, pursuant to applicable State or Federal Law, City regulations, administrative rules or policies, weather conditions (including but not limited to extreme heat or cold), or for any other reason within the City Council or City Manager's authority, regardless of whether an emergency has been declared. In addition, the City Manager may suspend the enforcement of regulations contained in this Chapter when the City Manager, or designee, has determined a person does not have access to shelter and is engaged in case management or behavioral health services, or when necessary or appropriate to respond to a person's disability, or as further set forth in any administrative policies implementing this Article adopted by the City Manager, or designee pursuant to Section 18-82.

Section 18-82 ADOPTION OF ADMINISTRATIVE RULES

The City Manager, or designee may adopt administrative rules or policies governing or guiding enforcement of this Chapter, consistent with the intent of this Chapter, including but not limited to ensuring consistent and appropriate enforcement for various circumstances. These administrative rules or policies should ensure that enforcement is tailored to various circumstances, including but not limited to situations where a person has a disability under the Americans with Disabilities Act, where minor children are present or otherwise involved, where a person has employment obligations that may relate

to their ability to comply with this Chapter, or for other reasons that may support discretion in enforcement.

Section 18-83 METHODS OF ENFORCEMENT NOT EXCLUSIVE

Methods of enforcement for violations of this Chapter are not exclusive and may consist of multiple enforcement mechanisms where legally authorized and appropriate. However, the intent of the City is to always resolve violations at the lowest possible level, and to engage to seek compliance and solve problems while maintaining the dignity of all involved.

Section 18-84 OVERNIGHT CAMPING ON PRIVATE PROPERTY

It is unlawful to camp on private property without the property owner's consent, or to camp on private property in such a manner in violation of applicable law or this Code or as to cause blight or a public nuisance, or to disturb the peace and quiet enjoyment of the adjacent property owners and neighbors. For the purposes of this section, an unlawful encampment includes but is not limited to an area of private property, upon which any person has settled or located, or which they occupy, without having a bona fide claim or color of title thereto, or without the express consent of the owner or person legally in charge thereof or the agent of the same, and/or which is occupied or inhabited by such person in violation of section 103 of the California Building Code or Chapter 7 of this Code (Uniform Building Codes as adopted by the City). Camping inside a motor vehicle shall only be permitted if done in a manner otherwise consistent with this Section and if otherwise (and to the extent) permitted under this Code or applicable law.

Notwithstanding the other restrictions in this Section, camping shall not be permitted on private property where it is conducted in such a manner as to create inadequate sanitation, any trafficking in illegal drugs, or with such frequency, intensity or duration as to constitute a use of land prohibited under Chapter 21 of this Code (zoning regulations), nor where any fee, charge or other monetary consideration is collected for the privilege of Camping or for any services or the use of any facilities related thereto (unless such use/activity has been expressly permitted by the City).

Notwithstanding this Section or other applicable regulations in this Code, camping, lodging (or other activities) on private property in violation of any applicable State or Federal law is prohibited.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 4. POTENTIAL CONFLICTS. All ordinances, parts of ordinances, City resolutions or policies, and the like, in conflict with those sections amended or added herein to the Porterville Municipal Code, are hereby expressly superseded by this ordinance.

SECTION 5. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption.

SECTION 6. CERTIFICATION. The City Clerk shall certify as to the passage and adoption of this ordinance, and the City Clerk shall cause the same to be posted and codified in the manner required by law.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE REPEALING ~~CHAPTER~~ ARTICLE VII OF CHAPTER 18 (SECTIONS 18-76 THROUGH 18-83) OF THE CITY OF PORTERVILLE MUNICIPAL CODE AND REPLACING IT WITH CHAPTER 18, ARTICLE VII, REGULATING UNSAFE AND UNAUTHORIZED CAMPING AND STORAGE OF PERSONAL PROPERTY, ~~AND THE,~~ ~~PROTECTION~~ OF CRITICAL INFRASTRUCTURE, AND MITIGATION ~~ON~~ OF HARM TO THE PUBLIC HEALTH, SAFETY AND WELFARE

WHEREAS, the City of Porterville ("City") encourages the use of open spaces and facilities within the City by all members of the community; and

WHEREAS, all people have a right to be protected from environmental pollution and to live in and enjoy a clean, healthful and safe living conditions; and

WHEREAS, camping in undesignated campsites within the City limits creates unsanitary, unhealthy, disorderly, and dangerous conditions that may affect both the campers and the general public, for example when the camping has occurred in the Tule Riverbed or along the embankments, where there has been both severe flood and fire dangers to those camping and the public depending on the season; and

WHEREAS, camping in undesignated campsites within the City limits tends to degrade and even destroy the property upon which the camping is occurring, particularly in situations where an encampment is large and ongoing; and

WHEREAS, camping in undesignated campsites within the City limits not only detracts from the use of the property for its intended purposes but also can create dangerous conditions for the public; and

WHEREAS, the City has the authority to adopt regulations to ensure the public's health, safety, and general welfare, and desires to regulate camping within the City; and **WHEREAS**, a federal Ninth Circuit Court of Appeals decision, *Martin v. City of Boise*, 920 F.3d 584 (9th Cir. 2019) ("Martin"), prohibits criminal prosecution for sleeping outside on public property when adequate shelter is not reasonably available for persons involuntarily experiencing homelessness, based upon an interpretation of the Cruel and Unusual Punishments Clause of the U.S. Constitution's Eight Amendment; and

WHEREAS, the federal Ninth Circuit court suggested in its decision in *Martin* that the prohibition on criminal prosecution would not apply to individuals who have reasonable access to adequate temporary shelter; and

WHEREAS, the Ninth Circuit court in *Martin* suggested that even when adequate shelter is unavailable, an ordinance establishing reasonable time, place and manner regulations on sitting, lying or sleeping may be allowed under the U.S. Constitution when the regulations are to address legitimate public health and safety concerns; and

WHEREAS, the federal Ninth Circuit court in the case of *Johnson v. City of Grants Pass*, 72 F.4th 868 (9th Cir. 2023) ("Grants Pass") (to be heard and considered by the U.S. Supreme Court in April 2024), expanded upon its decision in *Martin* to prohibit civil enforcement for sleeping outside when adequate

shelter is not reasonably available for persons involuntarily experiencing homelessness if civil enforcement can lead to criminal enforcement; and

WHEREAS, there are available low barrier overnight shelters operating within the City, that as of the date of the adoption of this Ordinance have had space available nightly; and

WHEREAS, the City has invested significant funds, resources and time to assist persons experiencing homelessness to find temporary and permanent shelter and necessary public health services to address the causes of their homelessness, has sought to address the underlying issues contributing to homelessness and has striven to be a part of the solution. These City of Porterville actions and efforts have included:

1. City Council, City Manager and staff participation on committees and sub-committees with service groups, regional non-profits, County Public Health Services, and other agencies to address causes of homelessness and work towards solutions.

2. The Police Department's creation of a SMART team to operate as a homeless liaison to address needs of the unhoused within the City limits and encourage coordination or facilitate connections with available resources.

3. The City's development of low-barrier shelters, a Navigation Center, and permanent supportive housing to help support the needs of persons experiencing homelessness.

4. The City's support and collaboration with local service providers to assist individuals and families experiencing homelessness, with funding focused on emergency shelters, housing navigators, bridge housing and permanent supportive housing.

5. The City has transferred the City's portion of the National Opioid Settlement back to Tulare County to manage a regional effort to combat opioid-related issues that directly impact our unhoused population.

WHEREAS, despite the City's efforts the Police Department has found that a significant number of the City's homeless population routinely decline the City's offers of help for various reasons including, and many people experiencing homelessness refuse to accept services and refuse to move from encampments; and

WHEREAS, the City has experienced significant and continuing threats to public health and safety resulting from persons experiencing homelessness sleeping and camping in unauthorized locations in the City, including the following:

1. Homeless encampments raise a number of public health concerns related to waste, sanitation and disease transmission. Unhoused people, like all other people, generate solid waste during their daily activities of food preparation and consumption, shelter building and maintenance and storing their possessions. Without any place or method of proper storage or disposal, the resulting piles of trash become food sources for rodents, breeding grounds for pathogens, fuel for fires, and unattractive nuisances to the public.

2. The opportunity for the spread of communicable diseases is increased in homeless encampments lacking basic sanitation services and waste collection, with some diseases such as hepatitis A and typhus more likely to occur in homeless populations.

3. Health and safety issues are presented by the violation of fire, building, electrical and other codes and standards for public health and safety, including the unauthorized and unpermitted use of electrical and utility connections, due to the potential and reality of unsafe and unhealthy conditions in encampments, posing life, safety, fire and health threats to both the occupants of the encampments, the general public and emergency responders.

4. Health and safety issues are exacerbated and compounded by larger encampments as there is an exponential increase in these health and safety issues the larger the encampment, including but not limited to both accumulation of trash and debris as well as the greater likelihood of the spread of disease.

5. The City regularly receives a large volume of emails, phone calls and in-person complaints regarding the encampments in the City, and the frequency and number of these complaints has been increasing greatly, recently and in the last year.

6. The homelessness problem in Porterville impacts crime rates. Homelessness-related crime rates are significant both in terms of crimes against the homeless and also crimes committed by the homeless. The Porterville Police Department estimates a call volume of 17% of total calls for service are related to our unhoused population (with this percentage including complaints as well as arrests).

7. Business owners and residents near encampments are confronted by trash, used needles, and human waste, and increased instances of open drug use, property damage, theft, and break-ins. They have seen their property values decline, their small businesses fail, and their public spaces become uninhabitable.

8. Businesses and residences near encampments experience physical impediments to access to public and private property which both impedes emergency responses, evacuation of occupants during an emergency, and general public access, as well as exacerbates the likelihood of conflict, intimidation and threats to the public safety for both the unhoused as well as all members of the public, and furthermore the collection of biohazard materials, human waste, trash and rubbish near businesses and residential areas contributes to a general decline in public health, safety and welfare.

9. Encampments near emergency shelters established for emergency evacuations during events such as winter rainstorms can cause barriers to access for evacuees.

10. Encampments near active construction sites, trash enclosures, areas with heavy vehicle use, and similar areas pose unique threats to both the unhoused as well as the operators of construction equipment and vehicles through unintentional yet predictable collisions and threats to health and safety.

11. Encampments on or near public utilities and critical infrastructure, such as stormwater, water and sewer infrastructure, fire stations, electrical wires and natural gas pipelines, pose unique safety, environmental and security issues and are generally closed to the public or have limited public access for safety, environmental and security reasons.

12. Unauthorized connections or taps to public utilities, as well as violation of fire, building, electrical and other codes and standards, create unsafe conditions and a potential life safety hazard for the occupant, the general public and emergency responders.

13. Encampments pose immense public health concerns as the rates of overdoses from drugs like fentanyl and heroin have increased substantially among the unhoused and encampments can provide an environment conducive to illegal drug consumption.

14. Abandoned encampment cleanups are performed by City Police officers and Parks and Leisure services department staff with police equipment, fire and City code enforcement officers and staff in an attempt to maintain and or control the spread of large encampments and this taxes public resources while unnecessarily exposing first responders and City staff to unhealthy and unsafe situations.

15. Fires in unsafe locations for cooking and warming occur at encampments increasing the risk of fires posing a threat to safety and health, and the City has had to respond directly to major fires caused by such activities over the years.

16. Accumulation of biohazard and medical waste occurs in and around encampments and these items end up in our creeks, storm drains, waterways, and beaches posing a direct threat to health and safety.

17. Severe blockage of storm drains and also the Tule Riverbed, due to excessive encampment debris and/or degradation of the river embankments leads to increased roadway and stream flooding and drain blockages during storms causing threats to health and safety.

18. During times of severe storms, unhoused camps are located in and must be evacuated from riverbeds; sloughs; embankments; low lying, unsafe areas; and storm drains due to increased risk of flooding, rapid water movement, and blockage of storm drains, posing safety threats to the residents of the encampments; and

WHEREAS, in light of these significant and continuing threats to public health and safety, the City seeks to adopt reasonable time, place and manner regulations in a manner consistent with the federal Ninth Circuit court's decisions in Martin and Grants Pass; and

WHEREAS, the City finds that reasonable camping regulations for public property will best serve the public's health, safety, and general welfare.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. RECITALS. The recitals set forth above are true and correct and are hereby adopted as findings in support of this Ordinance as if fully set forth herein.

SECTION 2. CHAPTER 18, ARTICLE VII REPEALED AND REPLACED IN ITS ENTIRETY. Article VII of Chapter 18 (Sections 18-76 through 18-83), entitled "Squatter Camps," is hereby repealed in its entirety and is replaced with the following:

CHAPTER 18. ARTICLE VII – UNAUTHORIZED CAMPING REGULATIONS

Section 18-76 FINDINGS AND PURPOSE

A. As the City continues to offer assistance and services to persons experiencing homelessness, the City must appropriately consider various interests and formulate policy to best protect public health, safety, welfare, property, and the environment, with its limited resources.

B. The City Council acknowledges that at the time of the adoption of this ordinance, although there has been available nightly shelter space within the City, there is a lack of nightly shelter beds and housing available regionally for persons experiencing homelessness and recognizes the systemic lack of state and federal investment in shelter and public health services for those experiencing homelessness.

C. The City Council acknowledges that it is currently unavoidable that some persons will live or shelter for survival outdoors until they are able or willing to access affordable or free shelter or housing. In Porterville, this has typically meant sheltering, sometimes for extended periods of time, on City rights-of-way and City property, and at times on other public agency property owned by other public agencies.

D. Public rights-of-way and public property are generally intended for public use and travel. The City Council is the authority for rights-of-way within the City; as such, the City must consider the safety of motorists and pedestrians travelling on roadways and sidewalks, including to and from neighboring properties, businesses, and residences.

E. The City owns limited property where camping can or should be allowed for reasons including but not limited to public health and safety concerns and issues created by the impact of camping on public property.

F. The City has had increasing concerns regarding public health and safety due to instances of camping on or in rights-of way and public property in or near waterways, streets, roads, sidewalks, schools, residences, businesses, critical infrastructure, public access points and similar locations. Public utility properties (e.g., stormwater, water, sewer) are environmentally and operationally sensitive and generally closed to the public or have limited access for safety, environmental and security reasons.

G. Over the long term and working with other governmental agencies and non-profit organizations, the City's goal/belief is that people should not have to live outside and there should be safer options.

H. It is the purpose and intent of the City Council to provide standards for camping and sheltering for survival on City rights-of-way and public property, which are intended to be as compatible as possible with the needs of everyone in Porterville to be healthy, safe, and have access to public places.

I. Smaller camp sites support both the health and safety of people who are camping for survival on public property as well as the health and safety of the public.

J. It is the purpose and intent of the City Council to provide standards for camping and sheltering for survival on City rights-of-way and public property which will address issues such as fire risk, unsanitary conditions, health risks, public infrastructure security, public access impediments, trash, waste and public safety hazards to both people camping as well as neighboring businesses, residents and community members, as well as environmental degradation, which have occurred with longer-term camping in the City.

K. It is the intent of the City to evaluate each removal of an Established Campsite with considerations of public health and safety, including for the people who are sheltering in the camps, potential user conflicts, and available resources. The City intends to use a team approach and coordinate with other governmental agencies and non-profit organizations as appropriate. When the City requires a person experiencing homelessness to remove an Established Campsite, through these regulations, it intends to provide the person adequate time to remove the Established Campsite before the City removes the Established Campsite, to secure any personal property with reasonable utility or reasonable value for the person to retrieve at a later date, and to clean the former Established Campsite to address threats to public health and safety.

Section 18-77 DEFINITIONS

The following words and phrases, when used in this Chapter, shall have the meaning ascribed to them by this section unless it is apparent from the context that another meaning is intended.

A. “Camp” or “Camping” means residing in or using any public property for one or more nights for living accommodation purposes, such as sleeping activities or making preparations to sleep (including the laying down of bedding for the purpose of sleeping), or using any tents, or storing personal belongings (including but not limited to clothing, sleeping bags, bedrolls, blankets, sheets, luggage, backpacks, kitchen utensils, cookware, and similar material), or making any fire using Bunsen burners or other heating items, or regularly cooking meals. These activities constitute camping when it reasonably appears, in light of all the circumstances, that a person is using public property as a living accommodation for one or more nights, with the intent to camp.

B. “Camp Facilities” include, but are not limited to, tents, huts, or similar temporary shelters consisting of any material with a top or roof or any other upper covering or that is otherwise enclosed by sides that is of sufficient size for a person to fit underneath or inside while sitting or lying down and includes the use of a tarp or other material tied or affixed to a structure or bush to create an enclosed area.

C. “Camp Materials” includes but is not limited to, tarpaulins, cots, beds, sleeping bags, hammocks, shopping carts, recyclable material and/or non-City designated cooking or heating facilities and similar equipment, or personal possessions that would facilitate one’s use of a park, public property, or any portion of the public right-of-way as a temporary residence.

D. “Critical Infrastructure” means real property or a facility, whether privately or publicly owned, that the City Council by Ordinance or ~~(with recommendations from the City Manager)~~ by Resolution designates, from time to time, as being so vital and integral to the operation or functioning of the City or in need of protection that its damage, incapacity, disruption, or destruction would have a debilitating impact on the public health, safety, or welfare. Critical infrastructure may include, but is not limited to, government buildings, such as fire stations, police stations, jails, or courthouses; hospitals and health facilities; structures, such as antennas, bridges, roads, train tracks, drainage systems, or levees; or systems, such as computer networks, public utilities, electrical wires, natural gas pipes, telecommunication centers, or water sources.

E. "Enforcement Personnel" means the employee(s) of the City, including but not limited to sworn police officers, and code enforcement officers authorized by the City to seek compliance with, and enforce, the regulations, requirements and rules of this.

F. "Established Campsite" means a location or locations in the public right-of-way or on City property where a Camp, Camps, and/or Camp Materials have been set up for twenty-four (24) hours or more.

G. "Fire Severity Zones" means mapped area as defined by the Office of State Fire Marshal that designates zones (based on factors such as fuel, slope, and fire weather) with varying degrees of fire hazard (i.e., moderate, high, and very high).

H. "Greywater" means untreated wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines and the like. It does not include any toilet discharge, unhealthy bodily wastes, or manufacturing wastes.

I. "Hazardous Water" means sewage, toilet discharge, unhealthy bodily wastes, manufacturing wastes and the like.

J. "Landscaped Area" means any manicured or natural ground covered areas including but not limited to flower beds, bushes, brush areas, or shrubs.

K. "Personal Property" means any tangible property and includes, but is not limited to, goods, materials, merchandise, tents, tarpaulins, bedding, blankets, sleeping bags, personal items such as household items, luggage, backpacks, clothing, food, documents, and medication.

L. "Playground" means any park or recreational area specifically designed to be used by children that has play equipment installed, or any similar facility located on public or private school grounds, or on City, county, or State park grounds.

M. "Public Property" means any publicly owned property in the City, whether improved or unimproved, including, but not limited to, any of the following: public alleyways; public parking lots; public passageways; public streets; public rights-of-way; freeway on-ramps and off-ramps; publicly owned, maintained, or operated parks and/or playgrounds; publicly owned, maintained, or operated landscaped areas or greenbelts; publicly owned fences, trees, light poles, or equipment boxes; publicly owned, maintained, or operated open spaces including, but not limited to, public facilities or buildings of any kind; public sidewalks, curbs, and gutters; public educational institutions; or other government owned, maintained, or operated properties located within the City.

N. "Public Utilities" means every common carrier, toll bridge corporation, pipeline corporation, gas corporation, electrical corporation, telephone corporation, telegraph corporation, water corporation, sewer system corporation, and heat corporation, where the service is performed for, or the commodity is delivered to, the public or any portion thereof, as defined by Public Utilities Code section 216, and as amended.

O. "Rights-of-Way" means all City-owned or controlled rights-of-way, whether in fee title or as holder of a public easement for right-of-way or public access purposes. Public rights of-way include but are not limited to any public road, street, sidewalk, or private street or other property that is subject to a public access easement dedicated or granted to the City for vehicular use, pedestrian use, utilities or

other means, and any planter strip or landscaped area located adjacent to or contained within streets that is part of the public right-of-way.

P. "School" means any institution, facility or organization, whether public or private, that offers instruction on those courses of study required by the California Education Code or that is maintained pursuant to standards set by the State Board of Education. School for purposes of this section does not include vocational or professional institutions of higher education, including a community or junior college, college, or university. The setback shall be calculated from the school property boundaries.

Q. "Store" means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

R. "Transportation Facility Loading Area" means that area within 200 feet of where trains, buses or any form of public transportation loads or unloads passengers.

S. "Vehicle" means a "motor vehicle" as defined by California Vehicle Code, section 415 and includes a "recreational vehicle" as defined by California Health and Safety Code, section 18010(a).

Section 18-78 RESTRICTIONS AND TIME, PLACE AND MANNER REGULATIONS

It is unlawful and a public nuisance for any person to camp on Public Property when there is available space for the person(s) at a shelter location where the person(s) is eligible and is qualified to go. If there is no available shelter space, persons who do not have any other permanent residence or domicile and/or are involuntarily experiencing homelessness are permitted to camp on certain public property, provided the camping is occurring in compliance with the following time, place and manner regulations and consistent with any administrative rules and policies promulgated by the City Manager, or designee, adopted after the Effective Date of this Ordinance, in accordance with this Article. Notwithstanding the specific time, place and manner restrictions set forth in this Section or Article, camping, lodging (or other activities) in a public place in violation of any applicable State or Federal law is prohibited.

A. Time. Unless otherwise specified, any Camping or Camp, where allowed, may only occur for 24-hours at a time in any one location. After 24 hours in one location, the Camp and all associated Camp Materials must be moved at least one street block or 600 feet, whichever is greater, to another allowed location.

B. Place. Camping is not allowed at any time in any of the following places:

1. Within a residentially zoned property boundary or within any area zoned Residential, as determined by the City of Porterville Zoning Map and the Porterville Municipal Code.
2. Within any Mixed-Use Overlay Zone, as determined by the City of Porterville Zoning Map and the Porterville Municipal Code.
3. Any place where Camping, a Camp, or Camp Materials create a physical impediment preventing emergency or non-emergency ingress, egress or access to public or private property, including but not limited to, on public sidewalks, alleyway or other public rights-of-way, driveways providing access to vehicles, and entrances or exits from buildings and/or other real property; and, within 15 feet of any fire hydrant.

4. Any vehicle lane, bicycle lane, roundabout within any public right-of-way, or Transportation Facility Loading Area.
5. Within 1000 feet from any shelter both established for emergency evacuations as well as approved under the Porterville Municipal Code and/or approved consistent with any applicable provision of State or federal law.
6. On any street or public rights-of-way, unless expressly authorized by the City.
7. Within, or within ~~200 feet of~~ an additional distance boundary as set by Resolution, any School.
8. Within, or within ~~200 feet of~~ an additional distance boundary as set by Resolution, any Playground.
9. At the following public property: Porterville City Hall, any City-operated Community Center, Porterville Veterans Hall, Porterville Public Library, and Zalud House.
10. On, or within ~~200 feet~~ an additional distance boundary as set by Resolution, of riverbeds, river embankments, sloughs, waterways, levies, water wells, storm basins or any publicly owned water, sewer or storm drain infrastructure (e.g. sewer lift stations, storm water pump stations or structures).
11. Within, or within ~~200 feet of~~ an additional distance boundary as set by Resolution, Critical Infrastructure.
12. Within, or within ~~200 feet of~~ an additional distance boundary as set by Resolution, either a very high Fire Severity Zone or a high Fire Severity Zone.
13. In or within ~~200 feet~~ an addition distance boundary as set by Resolution of Refuse Service Containers (all bin and curbside service containers, in addition to designated Refuse trash enclosures).
14. On or within a certain specified distance of any other Public Property as may be designated from time to time by Resolution of the City Council, with recommendations from the City Manager, Police Chief and Fire Chief, or their designees.

C. Manner. Camping, when and where allowed, is subject to all of the following limitations and regulations:

1. Individuals, Camp Materials, Camps, or personal property may not obstruct, block, prevent access to, or impede: sidewalk accessibility or passage; clear vision of moving vehicles or bicycles; usage of fire hydrants; usage or function of Public Utilities, Critical Infrastructure, or other City infrastructure; or, otherwise obstruct, block, prevent access to, or impede the use of the Rights-of-Way for vehicular, pedestrian, bicycle, or other passage.
2. A Camp or Camping shall be limited to a spatial footprint of no greater than 12 feet by 12 feet, or 144 square feet, and shall have a smaller footprint if necessary to comply with the restrictions set forth in this Chapter. The intent of this section is to allow a

person to sleep protected from the elements and maintain the essentials for living, while still allowing others to use public spaces as designed and intended.

3. To prevent larger Camping sites from forming and the impacts to public health and safety that can result, a Camp shall not be within a one hundred fifty (150) foot radius of any other Camp, unless otherwise explicitly authorized by City regulation, and only under such conditions adopted by the City and permitted by this Code.

4. Individuals may not accumulate, discard, or leave behind garbage, debris, unsanitary or hazardous materials, or other items of no reasonable utility or reasonable value, as determined by the City, in public rights-of-way, on City property, or on any adjacent public or private property.

5. Open flames, recreational fires, burning of garbage, bonfires, or other fires, flames, or heating deemed unsafe by the Porterville Fire Department, or the Porterville Police Department, are prohibited. Types of flameless cooking stoves and other flameless devices for keeping warm, as consistent with this subsection, are permitted. Additionally, any and all fires, to the extent allowed by this Section, must comply with all State and local laws.

6. Dumping of Greywater or Hazardous Water into any facilities or places not intended for Greywater or Hazardous Water disposal is prohibited. This includes but is not limited to City streets, public rights-of-way, public waterways and storm drains, which are not intended for disposal of Greywater or Hazardous Water.

7. Unauthorized connections or taps to Public Utilities, including but not limited to such connections or taps that cross over City property, roadways, rights-of-way, driveways, streets, sidewalks, and fences, and private property are prohibited.

8. Violations of building codes, fire codes, and other relevant codes or standards for health and safety are prohibited.

9. Obstruction of, or attachment of Camp Materials or personal property to, fire hydrants, utility poles, Public Utilities infrastructure, public infrastructure, fences, trees, vegetation, vehicles, bridges/infrastructure, or buildings is prohibited.

10. Individuals may not build or erect structures, whether by using plywood, wood materials, pallets, or other materials. Items such as tents, and similar items used for shelter that are readily portable, are not structures for purposes of this section.

11. Storage of personal property such as vehicle tires, bicycles, or associated components (except as needed for an individual's personal use), gasoline, generators, lumber, household furniture, propane tanks, combustible material or gases, or other items or materials, is prohibited, other than what is related to camping, sleeping, or keeping warm and dry, and only to the extent that such items are used in a safe manner.

12. Digging, excavation, terracing of soil, alteration of ground, water or infrastructure, or damage to vegetation or trees is prohibited.

13. All animals in the custody, ownership or companionship of an individual, must be leashed or crated at all times.

14. Camps shall consist of no more than two adult persons, their minor dependents, two animals (e.g., dogs) that are leashed or crated at all times, and one tent.

Section 18-79 ENFORCEMENT

A. Voluntary Compliance. Before enforcement actions are taken in respect to this Chapter (with the exception of enforcement of subsection (B)(3) below), the enforcement personnel shall make a good faith effort to contact the person violating this Chapter and provide a reasonable opportunity to cure or remedy the alleged violation. Enforcement Personnel shall make a good faith effort to determine whether the person subject to enforcement has been referred to service providers and/or local non-profit assistance organizations and make a referral if it appears none has been made. The following shall be communicated to the person in a manner designed to help them understand the alleged violation:

1. A written or verbal description or identification of the activity constituting the alleged violation and identification of the recipient as being the person responsible for the violation;
2. A written or verbal statement that the enforcement personnel has determined the activity to be a violation;
3. A written or verbal statement of the action required to fix the violation and the time and/or date by which the violation must be fixed; and
4. A written or verbal statement advising that if the violation is not fixed within the time specified, enforcement actions may be imposed.

B. Notice of Violation

1. 72 Hour Notice. Prior to implementing any of the enforcement mechanisms provided for in this Chapter to remove an Established Campsite and/or Camp Facilities because of violations of this Chapter, the Enforcement Personnel shall provide occupants of an Established Campsite or Camp Facilities, at least 72 hours in advance of any action to remove the Established Campsite or Camp Facilities, notice both to remove the camp within 72 hours consistent with the requirements of this Chapter as well as of the intent by the City to remove the Established Campsite or Camp Facilities in no less than 72 hours (the "notice"). The notice shall be in writing and shall be posted on or near the Established Campsite or Camp Facilities, so as to reasonably communicate the notice to persons living at the Established Campsite or Camp Facilities but not present during the attempt to provide notice. In addition, the Enforcement Personnel shall make a good faith effort to personally provide the written notice to the occupant(s) of the Established Campsite or Camp Facilities present at the time the Enforcement Personnel posts the notice. Failure of the occupant(s) of the encampment to comply with the notice's requirements to remove the camp within 72 hours consistent with the requirements of this Chapter shall constitute a violation of this Chapter. The notice shall contain the following information:

- a. The location of the Established Campsite or Camp Facilities;

- b. The date and time notice was posted;
- c. A statement that the Established Campsite or Camp Facilities violates this Chapter;
- d. An advisement that the City will remove the Established Campsite or Camp Facilities 72 hours after the date and time of the notice;
- e. Information about any housing, shelter or homeless services available for occupants of the Established Campsite or Camp Facilities, the phone number and address to contact in order to obtain such housing, shelter or homeless services, if available, and information about obtaining free transportation, if available, to such housing, shelter or homeless services;
- f. An advisement that any personal property remaining at the Established Campsite or Camp Facilities site when the Enforcement Personnel returns to remove the Camp Facilities will be impounded for no fewer than 90 days, or as provided for by applicable law, and will be discarded thereafter if not claimed; and
- g. The address, phone number, and operating hours of the location where the personal property will be stored and may be retrieved, being a staging or storage area managed by the Porterville Fire Department – Code Enforcement Unit, or as otherwise designated by the City, and that the City will charge no fee for storage or retrieval.

2. Less Than 72 Hour Notice. The notice detailed above may establish a shorter time for the removal of the encampment if the Enforcement Personnel have determined the conditions at the Established Campsite or Camp Facilities requires removal of the Established Campsite or Camp Facilities in less than 72 hours to avoid a potential emergency or threat to public health or safety, such as possible site contamination by hazardous materials or when there is reasonable potential danger to human life or safety. Failure of the occupant(s) of the encampment to comply with the notice's requirements to remove the camp consistent with the requirements of this Chapter shall constitute a violation of this Chapter.

3. Illegal Activity or Exceptional Emergency. Enforcement personnel may remove an Established Campsite or Camp Facilities without providing the notice described above in the following circumstances:

- a. When there is probable cause for law enforcement officials to believe that illegal activity, other than camping, is occurring at an Established Campsite or Camp Facilities, or in the immediate vicinity of an Established Campsite or Camp Facilities; or
- b. When there is probable cause for law enforcement officials to believe that the property that comprises an Established Campsite or Camp Facilities is being used or is intended to be used to commit or facilitate the commission of otherwise illegal activity; or
- c. In the event of an exceptional emergency, such as significant evidence of site contamination by hazardous materials or when there is immediate danger to human life or safety.

C. Removal of an Established Campsite or Camp Facilities. If the occupant(s) fail to comply with the request for voluntary compliance set forth in subsection A above, and after the enforcement personnel comply with the requirements set forth in subsection B above, any Camp, Camp Materials, or personal property in violation of any of the standards in this Chapter may be removed or cleaned-up by the City or its designated contractors, and the enforcement personnel may take appropriate actions to remove an Established Campsite or Camp Facilities and enforce this Chapter, consistent with the following:

1. When removing Camp Facilities, or individuals, Camp Materials, or personal property from an Established Campsite, enforcement personnel will make reasonable efforts to remove individuals without the use of force or citation.
2. When removing personal property, the City shall make reasonable efforts to determine if the property belongs to an individual and has any reasonable utility or reasonable value. The City shall make reasonable efforts to identify which Established Campsite the property was removed from, to aid in connecting people with their property. Items that are perishable, that have no reasonable use or value, that are not identifiable as belonging to an individual, or that are in an unsanitary condition due to saturation or contamination from bodily fluids, whether human or animal, or other contamination, will be considered garbage, discarded, and need not be stored.
3. Weapons, drug paraphernalia, or other contraband, and items that appear to be either stolen or evidence of a crime, shall be provided to law enforcement officials.
4. Following removal of personal property from City property or rights-of-way, the City shall post a notice at or as near as possible to the location the property was collected and on the City's website, stating where the personal property is being stored, and listing the phone number and hours a person claiming ownership can collect or make arrangements to collect their personal property.
5. After an Established Campsite or Camp Facilities has been removed, then at the recommendation of the Police Chief or Fire Chief on the basis of public health and safety, the City Manager may order that no camp be set up in that same location or a 100-foot radius for up to 30 days. The City shall post signs informing the public that camping is prohibited at the location for the specified period of time.

D. Removal and Storage of Personal Property or Camp Materials During Removal of an Established Campsite or Camp Facilities. Personal property or Camp Materials may be removed from City rights-of-way, City property, or a Camp, during removal of an Established Campsite or Camp Facilities pursuant to Section C above, if in violation of the provisions of this Chapter, as provided for herein.

1. Personal property removed from City rights-of-way or City property and unclaimed at the time of removal will be stored by the City for a minimum of ninety (90) days, or the duration (if shorter in time) allowed by applicable State or federal law, counting from the day of the removal as day one.
2. Items that are perishable, that have no reasonable use or value, that are not identifiable as belonging to an individual, or that are in an unsanitary condition due to saturation or

contamination from bodily fluids, whether human or animal, or other contamination, will be considered garbage, discarded, and will not be stored. Property discarded, dumped, or otherwise abandoned in the City rights-of-way or on public property may be immediately discarded.

3. The City will store personal property at a storage facility at or near a designated City facility, where people can reasonably retrieve belongings. Notwithstanding any otherwise applicable City policy or procedure, all items collected and stored pursuant to this Chapter that reasonably appear to have a monetary value at the time of collection of less than one thousand dollars (\$1,000) shall be stored at a storage facility, and items that reasonably appear to have a monetary value at the time of collection of one thousand dollars (\$1000) or more shall be separately stored for safekeeping with the Porterville Police Department ("MBPD").

4. The City will make reasonable efforts to provide a range of times the storage facility will be available for people to collect their personal property. The City may dispose of any personal property that remains unclaimed after ninety (90) days, or the duration (if shorter in time) allowed by applicable State or federal law, counting from the day of the removal as day one.

Section 18-80 VIOLATIONS

A citation for a violation of this Article shall be for an infraction. At the City's discretion, it may issue Administrative Citations under Chapter 2, Article 14 of this Code. Citations will be issued only when other means of achieving compliance have been unsuccessful or are not practicable for the particular situation. Additionally, the City reserves the right to enforce this Article in accordance with Chapter 1, Sections 1-9 and 1-10 of this Code, to the extent consistent with this Article and Section.

Section 18-81 SUSPENSION OF ENFORCEMENT

The City Council, Manager, or designee, as otherwise specified is specifically authorized to modify or suspend enforcement of any section or part of this Article in the event of a declared emergency, pursuant to applicable State or Federal Law, City regulations, administrative rules or policies, weather conditions (including but not limited to extreme heat or cold), or for any other reason within the City Council or City Manager's authority, regardless of whether an emergency has been declared. In addition, the City Manager may suspend the enforcement of regulations contained in this Chapter when the City Manager, or designee, has determined a person does not have access to shelter and is engaged in case management or behavioral health services, or when necessary or appropriate to respond to a person's disability, or as further set forth in any administrative policies implementing this Article adopted by the City Manager, or designee pursuant to Section 18-82.

Section 18-82 ADOPTION OF ADMINISTRATIVE RULES

The City Manager, or designee may adopt administrative rules or policies governing or guiding enforcement of this Chapter, consistent with the intent of this Chapter, including but not limited to ensuring consistent and appropriate enforcement for various circumstances. These administrative rules or policies should ensure that enforcement is tailored to various circumstances, including but not limited to situations where a person has a disability under the Americans with Disabilities Act, where minor children are present or otherwise involved, where a person has employment obligations that may relate

to their ability to comply with this Chapter, or for other reasons that may support discretion in enforcement.

Section 18-83 METHODS OF ENFORCEMENT NOT EXCLUSIVE

Methods of enforcement for violations of this Chapter are not exclusive and may consist of multiple enforcement mechanisms where legally authorized and appropriate. However, the intent of the City is to always resolve violations at the lowest possible level, and to engage to seek compliance and solve problems while maintaining the dignity of all involved.

Section 18-84 OVERNIGHT CAMPING ON PRIVATE PROPERTY

It is unlawful to camp on private property without the property owner's consent, or to camp on private property in such a manner in violation of applicable law or this Code or as to cause blight or a public nuisance, or to disturb the peace and quiet enjoyment of the adjacent property owners and neighbors. For the purposes of this section, an unlawful encampment includes but is not limited to an area of private property, upon which any person has settled or located, or which they occupy, without having a bona fide claim or color of title thereto, or without the express consent of the owner or person legally in charge thereof or the agent of the same, and/or which is occupied or inhabited by such person in violation of section 103 of the California Building Code or Chapter 7 of this Code (Uniform Building Codes as adopted by the City). Camping inside a motor vehicle shall only be permitted if done in a manner otherwise consistent with this Section and if otherwise (and to the extent) permitted under this Code or applicable law.

Notwithstanding the other restrictions in this Section, camping shall not be permitted on private property where it is conducted in such a manner as to create inadequate sanitation, any trafficking in illegal drugs, or with such frequency, intensity or duration as to constitute a use of land prohibited under Chapter 21 of this Code (zoning regulations), nor where any fee, charge or other monetary consideration is collected for the privilege of Camping or for any services or the use of any facilities related thereto (unless such use/activity has been expressly permitted by the City).

Notwithstanding this Section or other applicable regulations in this Code, camping, lodging (or other activities) on private property in violation of any applicable State or Federal law is prohibited.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 4. POTENTIAL CONFLICTS. All ordinances, parts of ordinances, City resolutions or policies, and the like, in conflict with those sections amended or added herein to the Porterville Municipal Code, are hereby expressly superseded by this ordinance.

SECTION 5. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption.

SECTION 6. CERTIFICATION. The City Clerk shall certify as to the passage and adoption of this ordinance, and the City Clerk shall cause the same to be posted and codified in the manner required by law.



CITY COUNCIL AGENDA – APRIL 2, 2024

SUBJECT: The Homelessness, Drug Addiction, and Theft Reduction Act / Initiative

SOURCE: City Manager's Office

COMMENT: During Other Matters at its meeting on March 19, 2024, the City Council approved Council Member Meister's request to discuss Proposition 47, as a Scheduled Matter at its meeting on April 2, 2024.

Proposition 47, The Safe Neighborhoods and Schools Act

Proposition 47 (Prop 47) was a ballot measure passed by California voters in 2014. The Judicial Council of California wrote, "Proposition 47 created new misdemeanors and reclassified several felony theft offenses as misdemeanors." The savings to the state budget from fewer incarcerated inmates would be channeled into treatment programs and – taking a page from the California Lottery campaign of the 1980s – promised to better fund public schools. Prop. 47 also allowed for the resentencing and release of anyone incarcerated under the old statutes.

Specifically, the law made some non-violent property crimes - where the value did not exceed \$950 - and drug possession offenses misdemeanors instead of felony offenses. It also provided that past convictions for these charges may be reduced to a misdemeanor by a court. Under Prop 47, a person may qualify for a reduction from a felony to a misdemeanor for some of the following offenses:

- Shoplifting - Created the new misdemeanor crime of commercial theft/shoplifting of less than \$950.00 for offenders who enter with the intent to steal.
- Certain Forgeries - Any forgery resulting in the theft of good values less than \$950.00.
- Insufficient Funds - Forgery of "unspecified instruments" under \$950.00 would be punishable as a misdemeanor.
- Petty Theft - Raised the felony threshold from \$400.00 in value to \$950.00.
- Petty Theft with a Prior - Eliminated the crime unless the prior offense required registration as a sex offender.
- Receiving Stolen Property - Raised the threshold to thefts over \$950.00 in value.
- Personal Use Drug Possession - Reduced the possession of dangerous drugs for "personal use" to a misdemeanor. Including opiates and

methamphetamine.

The Homelessness, Drug, Addiction, and Theft Reduction Act

A new proposal, called [The Homelessness, Drug Addiction and Theft Reduction Act](#), would roll back parts of Proposition 47. The measure aims at reforming laws that have dramatically increased homelessness, drug addiction, and theft throughout California.

The measure will:

- Provide drug and mental health treatment for people who are addicted to hard drugs such as fentanyl, cocaine, heroin, and methamphetamine.
- Add fentanyl to existing laws that prohibit the possession of hard drugs while armed with a loaded firearm.
- Add fentanyl to existing laws that prohibit the trafficking of large quantities of hard drugs.
- Permit judges to use their discretion to sentence drug dealers to state prison instead of county jail when they are convicted of trafficking hard drugs in large quantities or are armed with a firearm while engaging in drug trafficking.
- Warn convicted hard drug dealers and manufacturers that they can be charged with murder if they continue to traffic in hard drugs and someone dies as a result.
- Reinstate penalties for hard drug dealers whose trafficking kills or seriously injures a drug user.
- Increase penalties for people who repeatedly engage in theft.
- Add new laws to address the increasing problem of "smash and grab" thefts that result in significant losses and damage, or that are committed by multiple thieves working together.

There is an argument that the leniency currently, under Proposition 47, has led to skyrocketing theft in recent years. Under the new proposal, "an offender with two prior convictions for theft can be charged with a felony, regardless of the value of the stolen property." It would also allow prosecutors to add together the value of property stolen across multiple thefts to exceed the \$950.00 threshold for a felony charge, and create harsher punishments for organized retail theft rings. Proposition 47 turned most drug possession offenses from felonies to misdemeanors. Right now, non-prescription fentanyl is not listed on Proposition 47 as a hard drug and the new proposal would create harsher penalties for people who deal fentanyl and other hard drugs.

The Homelessness, Drug Addiction, and Theft Reduction proposal is currently being circulated as a petition. In Phase 1 (Qualification) from now to April 30th, 2024, it needs 950,000 total valid signatures (it currently has

approximately 550,000). In Phase 2, if the threshold of valid signatures is reached, the initiative will go to California voters in November 2024.

RECOMMENDATION: That the City Council:

1. Consider the information regarding the Homelessness, Drug Addiction, and Theft Reduction Act/Initiative; and
2. Consider a Letter of Support to the Californians for Safer Communities Coalition.

ATTACHMENTS:

1. 23-0017A1 (Drug Addiction & Theft Reform)
2. Prop47FAQs
3. CA-Safe-Communities-Fact-Sheet-March-2024
4. Homelessness Act Handout v3
5. Draft Letter of Support

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, City Manager

Final Approver: Patrice Hildreth, City Manager

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RECEIVED

Sep 22 2023

September 22, 2023

INITIATIVE COORDINATOR
ATTORNEY GENERAL'S OFFICE

Anabel Renteria
Initiative Coordinator
Office of the Attorney General
State of California
PO Box 994255
Sacramento, CA 94244-25550

Re: Initiative 23-0017 - Amendment Number One

Dear Initiative Coordinator:

Pursuant to subdivision (b) of Section 9002 of the Elections Code, enclosed please find Amendment #1 to Initiative No. 23-0017, The Homelessness, Drug Addiction, and Theft Reduction Act. The amendments are reasonably germane to the theme, purpose or subject of the initiative measure as originally proposed.

I am the proponent of the measure and request that the Attorney General prepare a circulating title and summary of the measure as provided by law, using the amended language.

Thank you for your time and attention processing my request.

Sincerely,



Thomas W. Hiltachk

THE HOMELESSNESS, DRUG ADDICTION, AND THEFT REDUCTION ACT

SECTION 1. Title

This Act shall be known as The Homelessness, Drug Addiction, and Theft Reduction Act.

SECTION 2. Purposes and Intent

This measure will reform laws that have dramatically increased homelessness, drug addiction, and theft throughout California.

This measure will:

- A. Provide drug and mental health treatment for people who are addicted to hard drugs such as fentanyl, cocaine, heroin, and methamphetamine.
- B. Add fentanyl to existing laws that prohibit the possession of hard drugs while armed with a loaded firearm.
- C. Add fentanyl to existing laws that prohibit the trafficking of large quantities of hard drugs.
- D. Permit judges to use their discretion to sentence drug dealers to state prison instead of county jail when they are convicted of trafficking hard drugs in large quantities or are armed with a firearm while engaging in drug trafficking.
- E. Warn convicted hard drug dealers and manufacturers that they can be charged with murder if they continue to traffic in hard drugs and someone dies as a result.
- F. Reinstate penalties for hard drug dealers whose trafficking kills or seriously injures a drug user.
- G. Increase penalties for people who repeatedly engage in theft.
- H. Add new laws to address the increasing problem of “smash and grab” thefts that result in significant losses and damage, or that are committed by multiple thieves working together.

SECTION 3. Findings and Declarations

The People of the State of California find and declare as follows:

A. Reducing Homelessness Through Drug and Mental Health Treatment

1. California has reached a tipping point in its homelessness, drug, mental health, and theft crises. Our state has the highest rate of homelessness per capita of any state in the country. And drug overdoses now kill two to three times the number of people in California as car accidents.

2. Since the passage of Proposition 47 in 2014, homelessness in California has increased by 51%, while during the same time period in the rest of the country, it has declined by 11%. Proposition 47 reduced the legal consequences of both possession of hard drugs (fentanyl, cocaine, heroin, methamphetamine, and phencyclidine), and theft. The result has been massive increases in drug addiction, mental illness, and property crimes, including retail theft, committed by addicts to support their addiction. At the same time, California has seen a dramatic decrease in mental health and drug treatment for homeless people due to reduced incentives to participate in treatment. Our homelessness problem is directly connected to these unintended consequences of Proposition 47, which the voters now desire to correct.

3. Progressive states such as New Jersey, Maryland, Illinois, and Michigan have significantly stronger hard drug laws than California, and their homeless rate is 4 to 5 times lower than California's.

4. This proposal takes a modest step in the direction of these states by enacting a new class of crime called a "treatment-mandated felony." Under this new "treatment-mandated felony," prosecutors would have the discretion to charge a felony for hard drug possession after two previous drug convictions. If charged with this "treatment-mandated felony" for a third or subsequent drug offense, the offender would be given the option of participating in drug and mental health treatment. If the offender successfully completes drug and mental health treatment, the charge would be fully expunged, and the offender would receive no jail time. If the offender refuses drug and mental health treatment, they would serve jail time for hard drug possession. For a second conviction of the treatment-mandated felony (the 4th total conviction for hard drug possession), a judge would have the option of imposing time in jail or state prison. Along with hard drug and mental health treatment, offenders charged with a treatment-mandated felony would be offered shelter, job training, and other services designed to break the cycle of addiction and homelessness.

B. Cracking Down on Hard Drug Dealers

1. Fentanyl is the most dangerous drug that our nation has ever seen. Because it is largely produced synthetically, fentanyl is typically cheaper than other hard drugs. As a result, drug dealers now regularly include fentanyl in other drugs such as diet, anxiety, and

sleeping pills, cocaine, and heroin. Further, fentanyl is up to 50 times stronger than heroin. Therefore, a very tiny amount of fentanyl can prove deadly. One kilogram (2.2 pounds) of fentanyl provides enough of the drug to manufacture four to ten million doses, or enough to kill 500,000 people. Finally, because such a small amount of fentanyl is necessary to create addiction, it is easier to smuggle across the border in smaller, yet much more deadly quantities.

2. This Act would authorize greater consequences for hard drug dealers whose trafficking kills or seriously injures a person who uses those drugs, and it would provide a mechanism to warn convicted hard drug dealers and manufacturers that they can be charged with murder if they continue to traffic in hard drugs and someone dies as a result.

3. This Act would add non-prescription fentanyl to an existing list of hard drugs such as heroin, cocaine, and methamphetamine, for which it is illegal to possess the drug while armed with a loaded firearm.

4. This Act would also add non-prescription fentanyl to an existing list of hard drugs such as heroin, cocaine, and methamphetamine that authorizes greater consequences for drug dealers who sell large quantities of hard drugs.

5. This Act also permits judges to sentence drug dealers who traffic in large quantities of hard drugs or who are armed with a firearm while trafficking in hard drugs to state prison instead of local county jails. Only our state prisons are equipped to manage security for hardened drug dealers and to provide them the rehabilitation services they need to safely re-enter society.

C. Accountability for Repeat Theft and Smash and Grab Thefts

1. Prior to Proposition 47, individuals who repeatedly engaged in theft could be charged with a felony. Prop 47 eliminated this repeat offender felony and instead provided that any theft up to \$950 in value is now a misdemeanor – regardless of how many times the offender has committed theft. In practice, this means that an offender who repeatedly steals up to \$950 in value faces virtually no legal consequences.

2. The result has been an explosion in retail and cargo theft causing stores throughout California to close to protect employees and customers from criminal activity that disrupts the efficient delivery of products directly to consumers and creates billions of dollars in economic losses to our local communities and state. This rapid increase in retail and cargo theft has also contributed to rising inflation, as businesses have been forced to raise prices to account for their economic losses. This retail and cargo theft explosion has collided with the fentanyl epidemic, as hard drug users have engaged in brazen theft to support their drug habits, knowing that there will be no consequences for either their theft or their hard drug use.

3. Under this Act, an offender with two prior convictions for theft can be charged with a felony, regardless of the value of the stolen property. Diversion programs will continue to

exist, meaning that judges will retain discretion not to incarcerate an offender even for more than two theft convictions. But prosecutors will have the ability to bring felony charges against hardened, repeat offenders who continue to engage in theft. Judges will have the discretion to sentence a repeat offender to jail in appropriate cases, or to state prison if an offender is convicted four or more times of theft.

4. This Act also authorizes judges to exercise their discretion to impose an enhanced penalty when an offender steals, damages, or destroys property by acting together with two or more offenders or by causing losses of \$50,000 or more. By permitting discretion in these scenarios, judges will be able to fashion sentences that are appropriate for the crime committed, including so-called "smash and grabs" committed by mobs or large groups of people working together.

5. The value of property stolen in multiple thefts will be permitted to be added together so that in appropriate cases an offender may be charged with felony theft instead of petty theft. This provision addresses the problem of offenders who commit a series of thefts in which the property stolen during each theft has a value under the \$950 felony theft threshold, in order to insulate themselves from felony charges.

6. Along with the hard drug provisions in this Act, these theft law changes will stop the vicious cycle of hard drug users stealing to support their habits without legal consequences for their actions.

SECTION 4. Section 11369 is added to the Health & Safety Code to read:

11369. (a) This section shall be known, and may be cited, as Alexandra's Law.

(b) The court shall advise a person who is convicted of, or who pleads guilty or no contest to, a violation of Section 11351, 11351.5, 11352, 11378, 11378.5, 11379, 11379.5, or 11379.6 involving a hard drug, of the following:

"You are hereby advised that it is extremely dangerous and deadly to human life to illicitly manufacture, distribute, sell, furnish, administer, or give away any drugs in any form, including real or counterfeit drugs or pills. You can kill someone by engaging in such conduct. All drugs and counterfeit pills are dangerous to human life. These substances alone, or mixed, kill human beings in very small doses. If you illicitly manufacture, distribute, sell, furnish administer, or give away any real or counterfeit drugs or pills, and that conduct results in the death of a human being, you could be charged with homicide, up to and including the crime of murder, within the meaning of Section 187 of the Penal Code."

(c) The advisory statement shall be provided to the defendant in writing, either on a plea form if used, as an addendum to a plea form, or at sentencing, and the fact that the advisory was given shall be specified on the record and recorded in the abstract of the conviction.

(d) (1) Except as provided in paragraph (2), as used in this section, “hard drug” means a substance listed in Sections 11054 or 11055, including a substance containing fentanyl, heroin, cocaine, cocaine base, methamphetamine, or phencyclidine, and the analogs of any of these substances as defined in Sections 11400 and 11401.

(2) As used in this section “hard drug” does not include cannabis, cannabis products, peyote, lysergic acid diethylamide (LSD) or other psychedelic drugs such as mescaline and psilocybin (mushrooms), or any other substance listed in subdivisions (d) and (e) of Section 11054, or, with the exception of methamphetamine, any other substance listed in subdivision (d) of Section 11055.

SECTION 5. Section 11370.1 of the Health & Safety Code is amended to read:

11370.1. (a) Notwithstanding Section 11350 or 11377 or any other provision of law, every person who unlawfully possesses any amount of a substance containing cocaine base, a substance containing cocaine, a substance containing heroin, a substance containing methamphetamine, a substance containing fentanyl, a crystalline substance containing phencyclidine, a liquid substance containing phencyclidine, plant material containing phencyclidine, or a hand-rolled cigarette treated with phencyclidine while armed with a loaded, operable firearm is guilty of a felony punishable by imprisonment in the state prison for two, three, or four years.

(b) Subdivision (a) does not apply to any person lawfully possessing fentanyl, including with a valid prescription.

(c) As used in ~~this~~ subdivision (a), “armed with” means having available for immediate offensive or defensive use.

~~—(b)–~~(d) Any person who is convicted under this section shall be ineligible for diversion or deferred entry of judgment under Chapter 2.5 (commencing with Section 1000) of Title 6 of Part 2 of the Penal Code.

SECTION 6. Section 11370.4 of the Health & Safety Code is amended to read:

11370.4. (a) ~~Any~~ (1) A person convicted of a violation of, or of a conspiracy to violate, Section 11351, 11351.5, or 11352 with respect to a substance containing heroin, cocaine base as specified in paragraph (1) of subdivision (f) of Section 11054, or cocaine as specified in paragraph (6) of subdivision (b) of Section 11055 shall receive an additional state prison term as follows:

~~(1)Where~~

(A) If the substance exceeds one kilogram by weight, the person shall receive an additional term of three years.

~~(2) Where~~

(B) If the substance exceeds four kilograms by weight, the person shall receive an additional term of five years.

~~(3) Where~~

(C) If the substance exceeds 10 kilograms by weight, the person shall receive an additional term of 10 years.

~~(4) Where~~

(D) If the substance exceeds 20 kilograms by weight, the person shall receive an additional term of 15 years.

~~(5) Where~~

(E) If the substance exceeds 40 kilograms by weight, the person shall receive an additional term of 20 years.

~~(6) Where~~

(F) If the substance exceeds 80 kilograms by weight, the person shall receive an additional term of 25 years.

(2) The conspiracy enhancements provided for in this subdivision shall not be imposed unless the trier of fact finds that the defendant conspirator was substantially involved in the planning, direction, execution, or financing of the underlying offense.

(b) ~~Any~~ (1) A person convicted of a violation of, or of conspiracy to violate, Section 11378, 11378.5, 11379, or 11379.5 with respect to a substance containing methamphetamine, amphetamine, phencyclidine (PCP) and its analogs shall receive an additional state prison term as follows:

~~(1) Where~~

(A) If the substance exceeds one kilogram by weight, or 30 liters by liquid volume, the person shall receive an additional term of three years.

~~(2) Where~~

(B) If the substance exceeds four kilograms by weight, or 100 liters by liquid volume, the person shall receive an additional term of five years.

~~(3)Where~~

(C) If the substance exceeds 10 kilograms by weight, or 200 liters by liquid volume, the person shall receive an additional term of 10 years.

~~(4)Where~~

(D) If the substance exceeds 20 kilograms by weight, or 400 liters by liquid volume, the person shall receive an additional term of 15 years.

(2) In computing the quantities involved in this subdivision, plant or vegetable material seized shall not be included.

(3) The conspiracy enhancements provided for in this subdivision shall not be imposed unless the trier of fact finds that the defendant conspirator was substantially involved in the planning, direction, execution, or financing of the underlying offense.

(c) (1) A person convicted of a violation of, or of a conspiracy to violate, Section 11351 or 11352 with respect to a substance containing fentanyl shall receive an additional state prison term as follows:

(A) If the substance exceeds 28.35 grams (one ounce) by weight, the person shall receive an additional term of three years.

(B) If the substance exceeds 100 grams by weight, the person shall receive an additional term of five years.

(C) If the substance exceeds 500 grams by weight, the person shall receive an additional term of seven years.

(D) If the substance exceeds one kilogram by weight, the person shall receive an additional term of 10 years.

(E) If the substance exceeds four kilograms by weight, the person shall receive an additional term of 13 years.

(F) If the substance exceeds 10 kilograms by weight, the person shall receive an additional term of 16 years.

(G) If the substance exceeds 20 kilograms by weight, the person shall receive an additional term of 19 years.

(H) If the substance exceeds 40 kilograms by weight, the person shall receive an additional term of 22 years.

(I) If the substance exceeds 80 kilograms by weight, the person shall receive an additional term of 25 years.

(2) The conspiracy enhancements provided for in this subdivision shall not be imposed unless the trier of fact finds that the defendant conspirator was substantially involved in the planning, direction, execution, or financing of the underlying offense.

(e) ~~(d)~~ The additional terms provided in this section shall not be imposed unless the allegation that the weight of the substance containing heroin, fentanyl, cocaine base as specified in paragraph (1) of subdivision (f) of Section 11054, cocaine as specified in paragraph (6) of subdivision (b) of Section 11055, methamphetamine, amphetamine, or phencyclidine (PCP) and its analogs exceeds the amounts provided in this section is charged in the accusatory pleading and admitted or found to be true by the trier of fact.

(e) Notwithstanding paragraph (9) of subdivision (h) of Section 1170 of the Penal Code, a defendant convicted of an underlying violation specified in this section who admits an enhancement pursuant to this section or for whom an enhancement pursuant to this section is found true, is punishable by imprisonment in the state prison and not pursuant to subdivision (h) of Section 1170 of the Penal Code.

~~(d)~~ ~~(f)~~ The additional terms provided in this section shall be in addition to any other punishment provided by law.

(e) ~~(g)~~ Notwithstanding any other ~~provision of~~ law, the court may strike the additional punishment for the enhancements provided in this section if it determines that there are circumstances in mitigation of the additional punishment and states on the record its reasons for striking the additional punishment.

SECTION 7. Article 8 (commencing with Section 11395) is added to Chapter 6 of Division 10 of the Health & Safety Code, to read:

11395. (a) This section shall be known as the "Treatment-Mandated Felony."

(b) (1) Notwithstanding any other law, and except as provided in subdivision (d), a person described in subdivision (c) who possesses a hard drug, unless upon the written prescription of a physician, dentist, podiatrist, or veterinarian licensed to practice in this state, shall be punished by imprisonment in a county jail for not more than one year or pursuant to subdivision (h) of Section 1170 of the Penal Code. A second or subsequent conviction of this section, is punishable by imprisonment in the county jail not exceeding one year or by imprisonment in the state prison.

(2) A person shall not be sentenced to jail or prison pursuant to this section unless a court determines that the person is not eligible or suitable for treatment or that any other circumstance described in paragraph (4) of subdivision (d) applies to that person.

(c) Subdivision (b) applies to a person who has two or more prior convictions for a felony or misdemeanor violation of Sections 11350, 11351, 11351.5, 11352, 11353, 11353.5, 11353.7, 11370.1, 11377, 11378, 11378.5, 11379, 11379.5, 11379.6, 11380, or 11395, including a conviction that occurred before the effective date of this section. Prior convictions shall be alleged in the accusatory pleading, and either admitted by the defendant in open court or found to be true by the trier of fact.

(d) (1)(i) In lieu of a jail or prison sentence, or a grant of probation with jail as a condition of probation, a defendant charged with a violation of this section may elect treatment by pleading guilty or no contest to a violation of this section and admitting the alleged prior convictions, waiving time for sentencing and the pronouncement of judgment, and agreeing to participate in, and complete, a detailed treatment program developed by a drug addiction expert and approved by the court. A defendant's plea of guilty or no contest shall not constitute a conviction for any purpose unless judgment is entered pursuant to paragraph (4) for a violation of this section.

(ii) Upon or subsequent to arraignment for a violation of this section, and at the request or with the consent of the defendant or their attorney, the court shall order a drug addiction expert to conduct a substance abuse and mental health evaluation of the defendant. The expert shall submit a report of the evaluation to the court and parties. The evaluation may be based on an interview of the defendant and/or other individuals with relevant knowledge and review of records the expert deems appropriate, such as medical records, criminal history, prior treatment history, and records pertaining to the current offense. If the defendant participates in the interview, neither the defendant's interview nor evidence derived from the interview may be used against the defendant at any subsequent trial for the instant offense except for the purposes of impeachment should the defendant testify inconsistently. The evaluation shall detail the defendant's drug abuse and/or mental health issues, if any, so the court and parties may better determine appropriate handling of the defendant's case.

(iii) Concurrent with the order for a substance abuse and mental health evaluation of the defendant, and with the defendant's consent, the court shall also order that a case worker or other qualified individual determine whether the defendant is eligible to receive Medi-Cal, Medicare, or any other relevant benefits for any programs or evaluations under this section. If the defendant did not previously consent to an eligibility determination at arraignment, the court shall order the eligibility determination upon and as a condition of the defendant's agreement to participate in and complete a treatment program as described in this subdivision.

(2) A treatment program may include, but is not limited to, drug treatment, mental health treatment, job training, and any other conditions related to treatment or a successful outcome for the defendant that the court finds appropriate. The court must hold regular hearings to review the progress of the defendant. The court shall make referrals to programs that provide services at no cost to the participant and have been deemed by the court, the drug addiction expert, and

the parties to be credible and effective. A defendant may also choose to pay for a program that is approved by the court.

(3) Upon the defendant's successful completion of the treatment program as specified in paragraph (2), the positive recommendation of the treatment program, and the motion of the defendant, prosecuting attorney, the court, or the probation department, the court shall dismiss this charge against the defendant and the provisions of Section 1000.4 of the Penal Code, as it read on the effective date of this section, shall apply, including the provision that the arrest upon which the defendant was deferred shall be deemed to have never occurred. A dismissal based on the successful completion of treatment shall not count as a conviction for any purpose, including for determining punishment pursuant to subdivision (b).

(4) If at any time it appears that the defendant is performing unsatisfactorily in the program, is not benefiting from treatment, is not amenable to treatment, has refused treatment, or has been convicted of a crime that was committed since starting treatment, the prosecuting attorney, the court on its own, or the probation department may make a motion for entry of judgment and sentencing. After notice to the defendant, the court shall hold a hearing to determine whether judgment should be entered and the defendant sentenced. Judgment shall be imposed and the defendant sentenced if the court finds true one or more of the foregoing circumstances. However, except when the defendant has been found to have been convicted of a crime that was committed since starting treatment, the court may re-refer the defendant to treatment if the court finds that it is in the interest of justice to do so, that the defendant is currently amenable to treatment, and if the defendant agrees to participate in, and complete, a treatment program as described in this section.

(5) For time spent in residential treatment, a defendant may earn only actual credits pursuant to Section 2900.5 of the Penal Code and shall not earn conduct credits pursuant to Section 4019 of the Penal Code or any other provision. Time spent in any other type of program or counseling is not eligible for any credits.

(e) (1) Except as provided in paragraph (2), as used in this section, "hard drug" means a substance listed in Sections 11054 or 11055, including a substance containing fentanyl, heroin, cocaine, cocaine base, methamphetamine, or phencyclidine, and the analogs of any of these substances as defined in Sections 11400 and 11401.

(2) As used in this section "hard drug" does not include cannabis, cannabis products, peyote, lysergic acid diethylamide (LSD) or other psychedelic drugs such as mescaline and psilocybin (mushrooms), or any other substance listed in subdivisions (d) and (e) of Section 11054, or, with the exception of methamphetamine, any other substance listed in subdivision (d) of Section 11055.

(f) Upon an arrest for a violation of this section, the court shall require judicial review prior to release to make an individualized determination of risk to public safety and likelihood to return to court.

(g) This section shall not be construed to preclude prosecution or punishment pursuant to any other law.

SECTION 8. Section 490.3 is added to the Penal Code to read:

490.3. Notwithstanding any other law, in any case involving one or more acts of theft or shoplifting, including but not limited to, violations of Sections 459.5, 484, 488, and 490.2, the value of property or merchandise stolen may be aggregated into a single count or charge, with the sum of the value of all property or merchandise being the values considered in determining the degree of theft.

SECTION 9. Section 666.1 is added to the Penal Code to read:

666.1. (a) (1) Notwithstanding any other law, a person who has two or more prior convictions for any of the offenses listed in paragraph (2), and who is convicted of petty theft or shoplifting, is punishable by imprisonment in the county jail not exceeding one year or pursuant to subdivision (h) of Section 1170. A second or subsequent conviction of this section is punishable by imprisonment in the county jail not exceeding one year or by imprisonment in the state prison.

(2) This section applies to the following offenses, including a conviction that occurred before the effective date of this section:

(A) Petty theft, as described in Section 488 or 490.2.

(B) Grand theft, as described in Section 487, 487h, and in Chapter 5 of Title 13 of Part 1 of the Penal Code (commencing with Section 484).

(C) Theft from an elder or dependent adult, as described in Section 368.

(D) The theft or unauthorized use of a vehicle, as described in Section 10851 of the Vehicle Code.

(E) Burglary, as described in Section 459.

(F) Carjacking, as described in Section 215.

(G) Robbery, as described in Section 211.

(H) Receiving stolen property, as described in Section 496.

(I) Shoplifting, as described in Section 459.5.

(J) Identity theft and mail theft, as described in Section 530.5.

(b) A person subject to charging under this section or actually charged with this section may be referred by a prosecuting attorney's office or by a county probation department to a theft diversion or deferred entry of judgment program pursuant to Section 1001.81. If appropriate, a person admitted to such a program may also be referred to a substance abuse treatment program.

(c) Upon an arrest for a violation of this section, the court shall require judicial review prior to release to make an individualized determination of risk to public safety and likelihood to return to court.

(d) This section shall not be construed to preclude prosecution or punishment pursuant to any other law.

SECTION 10. Section 12022 of the Penal Code is amended to read:

12022. (a) (1) Except as provided in subdivisions (c) and (d), a person who is armed with a firearm in the commission of a felony or attempted felony shall be punished by an additional and consecutive term of imprisonment pursuant to subdivision (h) of Section 1170 for one year, unless the arming is an element of that offense. This additional term shall apply to a person who is a principal in the commission of a felony or attempted felony if one or more of the principals is armed with a firearm, whether or not the person is personally armed with a firearm.

(2) Except as provided in subdivision (c), and notwithstanding subdivision (d), if the firearm is an assault weapon, as defined in Section 30510 or 30515, or a machinegun, as defined in Section 16880, or a .50 BMG rifle, as defined in Section 30530, the additional and consecutive term described in this subdivision shall be three years imprisonment pursuant to subdivision (h) of Section 1170 whether or not the arming is an element of the offense of which the person was convicted. The additional term provided in this paragraph shall apply to any person who is a principal in the commission of a felony or attempted felony if one or more of the principals is armed with an assault weapon, machinegun, or a .50 BMG rifle, whether or not the person is personally armed with an assault weapon, machinegun, or a .50 BMG rifle.

(b) (1) A person who personally uses a deadly or dangerous weapon in the commission of a felony or attempted felony shall be punished by an additional and consecutive term of imprisonment in the state prison for one year, unless use of a deadly or dangerous weapon is an element of that offense.

(2) If the person described in paragraph (1) has been convicted of carjacking or attempted carjacking, the additional term shall be in the state prison for one, two, or three years.

(3) When a person is found to have personally used a deadly or dangerous weapon in the commission of a felony or attempted felony as provided in this subdivision and the weapon is

owned by that person, the court shall order that the weapon be deemed a nuisance and disposed of in the manner provided in Sections 18000 and 18005.

(c) ~~(1)~~ Notwithstanding the enhancement set forth in subdivision (a), a person who is personally armed with a firearm in the commission of a violation or attempted violation of Section 11351, 11351.5, 11352, 11366.5, 11366.6, 11378, 11378.5, 11379, 11379.5, or 11379.6 of the Health and Safety Code shall be punished by an additional and consecutive term of imprisonment in the state prison ~~pursuant to subdivision (h) of Section 1170~~ for three, four, or five years.

(2) Notwithstanding paragraph (9) of subdivision (h) of Section 1170 of the Penal Code, a defendant convicted of an underlying violation specified in this subdivision who admits an enhancement pursuant to this subdivision or for whom an enhancement pursuant to this subdivision is found true, is punishable by imprisonment in the state prison and not pursuant to subdivision (h) of Section 1170 of the Penal Code.

(d) Notwithstanding the enhancement set forth in subdivision (a), a person who is not personally armed with a firearm who, knowing that another principal is personally armed with a firearm, is a principal in the commission of an offense or attempted offense specified in subdivision (c), shall be punished by an additional and consecutive term of imprisonment pursuant to subdivision (h) of Section 1170 for one, two, or three years.

(e) For purposes of imposing an enhancement under Section 1170.1, the enhancements under this section shall count as a single enhancement.

(f) Notwithstanding any other provision of law, the court may strike the additional punishment for the enhancements provided in subdivision (c) or (d) in an unusual case where the interests of justice would best be served, if the court specifies on the record and enters into the minutes the circumstances indicating that the interests of justice would best be served by that disposition.

SECTION 11. Section 12022.6 is added to the Penal Code to read:

12022.6. (a) When any person takes, damages, or destroys any property in the commission or attempted commission of a felony, or commits a felony violation of Section 496, the court shall impose a term in addition and consecutive to the punishment prescribed for the felony or attempted felony of which the defendant has been convicted, as follows:

(1) If the loss or property value exceeds fifty thousand dollars (\$50,000), the court shall impose an additional term of one year.

(2) If the loss or property value exceeds two hundred thousand dollars (\$200,000), the court shall impose an additional term of two years.

(3) If the loss or property value exceeds one million dollars (\$1,000,000), the court shall impose an additional term of three years.

(4) If the loss or property value exceeds three million dollars (\$3,000,000), the court shall impose an additional term of four years.

(5) For every additional loss or property value of three million dollars (\$3,000,000), the court shall impose a term of one year in addition to the term specified in paragraph (4).

(b) In any accusatory pleading involving multiple charges of taking, damage, or destruction, or multiple violations of Section 496, the additional terms provided in this section may be imposed if the aggregate losses to the victims or aggregate property values from all felonies exceed the amounts specified in this section and arise from a common scheme or plan. All pleadings under this section shall remain subject to the rules of joinder and severance stated in Section 954.

(c) The additional terms provided in this section shall not be imposed unless the facts relating to the amounts provided in this section are charged in the accusatory pleading and admitted by the defendant or found to be true by the trier of fact.

(d) Notwithstanding any other law, the court may impose an enhancement pursuant to this section and another section on a single count, including an enhancement pursuant to Section 12022.65.

SECTION 12. Section 12022.65 is added to the Penal Code to read:

12022.65. (a) Any person who acts in concert with two or more persons to take, attempt to take, damage, or destroy any property, in the commission or attempted commission of a felony shall be punished by an additional and consecutive term of imprisonment of one, two, or three years.

(b) The additional term provided in this section shall not be imposed unless the existence of the facts required in subdivision (a) are charged in the accusatory pleading and admitted by the defendant or found to be true by the trier of fact.

(c) Notwithstanding any other law, the court may impose an enhancement pursuant to this section and another section on a single count, including an enhancement pursuant to Section 12022.6.

SECTION 13. Section 12022.7 of the Penal Code is amended to read:

12022.7. (a) Any person who personally inflicts great bodily injury on any person other than an accomplice in the commission of a felony or attempted felony shall be punished by an additional and consecutive term of imprisonment in the state prison for three years.

(b) Any person who personally inflicts great bodily injury on any person other than an accomplice in the commission of a felony or attempted felony which causes the victim to

become comatose due to brain injury or to suffer paralysis of a permanent nature shall be punished by an additional and consecutive term of imprisonment in the state prison for five years. As used in this subdivision, "paralysis" means a major or complete loss of motor function resulting from injury to the nervous system or to a muscular mechanism.

(c) Any person who personally inflicts great bodily injury on a person who is 70 years of age or older, other than an accomplice, in the commission of a felony or attempted felony shall be punished by an additional and consecutive term of imprisonment in the state prison for five years.

(d) Any person who personally inflicts great bodily injury on a child under the age of five years in the commission of a felony or attempted felony shall be punished by an additional and consecutive term of imprisonment in the state prison for four, five, or six years.

(e) Any person who personally inflicts great bodily injury under circumstances involving domestic violence in the commission of a felony or attempted felony shall be punished by an additional and consecutive term of imprisonment in the state prison for three, four, or five years. As used in this subdivision, "domestic violence" has the meaning provided in subdivision (b) of Section 13700.

(f) (1) As used in this section, "great bodily injury" means a significant or substantial physical injury.

(2) As used in this section, a person who sells, furnishes, administers, or gives away a controlled substance is deemed to have personally inflicted great bodily injury when the person to whom the substance was sold, furnished, administered, or given suffers a significant or substantial physical injury from using the substance.

(g) This section shall not apply to murder or manslaughter or a violation of Section 451 or 452. Subdivisions (a), (b), (c), and (d) shall not apply if infliction of great bodily injury is an element of the offense.

(h) The court shall impose the additional terms of imprisonment under either subdivision (a), (b), (c), or (d), but may not impose more than one of those terms for the same offense.

SECTION 14. Chapter 36 (commencing with Section 7599.200) is added to Division 7 of Title 1 of the Government Code, to read:

7599.200. (a) This section shall be known as "Funding for the Homelessness, Drug Addiction, and Theft Reduction Act."

(b) From monies disbursed to the Board of State and Community Corrections pursuant to paragraph (3) of subdivision (a) of Section 7599.2 of the Government Code and Section 6046.2 of the Penal Code, the Board of State and Community Corrections may allocate appropriate funds to counties and local governments for programs specified in Section 11395 of the Health and Safety Code. This provision shall not preclude funding for this Act from any other source, including but not limited to the Local Revenue Fund 2011 established under Government Code Section 30025 and other such funds designated for substance abuse and mental health treatment.

(c) A defendant charged with a treatment-mandated felony is eligible for any appropriate Medi-Cal or Medicare programs or services, including but not limited to those described in Government Code Section 30025(f)(16)(B)(iii)-(v), for the defendant's programs specified in Section 11395 of the Health and Safety Code. A county or local government may contract directly with the State Department of Healthcare Services or any other applicable State agency to provide for the provision or administration of any applicable Medi-Cal or Medicare treatment programs.

SECTION 15. Amendments

(a) Except as provided in subdivision (b), this Act shall not be amended by the Legislature except by a statute that furthers the purposes, intent, findings, and declarations of the Act and is passed in each house by roll call vote entered in the journal, two-thirds of the membership of each house concurring, or by a statute that becomes effective only when approved by the voters.

(b) The Legislature may, by majority vote, amend Section 11369 of the Health & Safety Code only to expand the list of drugs that qualify as a "hard drug" and to expand the list of convictions to which it applies, and may, by majority vote, amend Section 11395 of the Health & Safety Code only to expand the list of drugs that qualify as a "hard drug" and to expand the list of applicable prior convictions, and may, by majority vote, amend Section 666.1 of the Penal Code only to expand the list of applicable prior convictions.

SECTION 16. Severability

If any provision of this Act, or any part of any provision, or the application of any provision or part to any person or circumstance is for any reason held to be invalid or unconstitutional, the remaining provisions and applications of provisions shall not be affected, but shall remain in full force and effect, and to this end the provisions of this Act are severable.

SECTION 17. Conflicting Initiatives

(a) This Act creates a new drug treatment statute and changes the penalties for career and serial thieves. In the event that this Act and another initiative measure or measures relating to the same subject appear on the same statewide ballot, the provisions of the other measure or measures

shall be deemed to be in conflict with this measure. In the event this measure receives a greater number of affirmative votes than a measure deemed to be in conflict with it, the provisions of this measure shall prevail in their entirety, and the provisions of the other measure or measures shall be null and void.

(b) If this measure is approved by voters but superseded by law by any other conflicting measure approved by the voters at the same election, and the conflicting ballot measure is later held invalid, this measure shall be self-executing and given full force and effect.

Note: These materials were prepared by the Judicial Council's Criminal Justice Services staff and Richard Couzens, Judge of the Superior Court, County of Placer (Ret.), and are for informational purposes only. The responses are not to be construed as legal opinion or advice. Staff will update questions and responses on a regular basis. Please check for most recent version.

FREQUENTLY ASKED QUESTIONS

Updated November 2016

What is the stated purpose of Proposition 47?

The stated purpose of the proposition is to “ensure that prison spending is focused on violent and serious offenses, to maximize alternatives for non-serious, nonviolent crime, and to invest the savings generated from [the proposition] into prevention and support programs in K-12 schools, victim services, and mental health and drug treatment” and to ensure “that sentences for people convicted of dangerous crimes like rape, murder, and child molestation are not changed.” The proposition states that it “shall be liberally construed to effectuate its purposes.”

What is the effective date of Proposition 47?

Proposition 47 became effective on November 5, 2014.

In short, what does Proposition 47 do?

Proposition 47 added and amended various statutory provisions to implement the following three changes to felony sentencing laws:

- **Theft and Drug Possession Offenses:** Changes certain theft and drug possession offenses from felonies to misdemeanors, except for persons with certain prior convictions.
- **Resentencing:** Authorizes defendants currently serving sentences for felony offenses that would have qualified as misdemeanors under the proposition to petition courts for resentencing under the new misdemeanor provisions.
- **Reclassification:** Authorizes defendants who have completed their sentences for felony convictions that would have qualified as misdemeanors under the proposition to apply to reclassify those convictions to misdemeanors.

Who is *not* eligible for the changes under Proposition 47?

Persons with one or more prior convictions for offenses specified under Penal Code section 667(e)(2)(C)(iv)¹ or for a sex offense that requires registration under section 290(c) are **not** eligible for the new misdemeanor, resentencing, or reclassification provisions of Proposition 47. Instead, those persons generally remain subject to punishment under traditional sentencing rules.

What are the offenses specified under Penal Code section 667(e)(2)(c)(iv) that render someone ineligible for Proposition 47?

Section 667(e)(2)(c)(iv) states: “The defendant suffered a prior serious and/or violent felony conviction, as defined in subdivision (d) of this section, for any of the following felonies: (I) A ‘sexually violent offense’ as defined in subdivision (b) of Section 6600 of the Welfare and Institutions Code. (II) Oral copulation with a child who is under 14 years of age, and who is more than 10 years younger than he or she as defined by Section 288a, sodomy with another person who is under 14 years of age and more than 10 years younger than he or she as defined by section 286, or sexual penetration with another person who is under 14 years of age, and who is more than 10 years younger than he or she, as defined by Section 289. (III) A lewd or lascivious act involving a child under 14 years of age, in violation of Section 288. (IV) Any homicide offense, including any attempted homicide offense, defined in Sections 187 to 191.5, inclusive. (V) Solicitation to commit murder as defined in Section 653f. (VI) Assault with a machine gun on a peace officer or firefighter, as defined in paragraph (3) of subdivision (d) of Section 245. (VII) Possession of a weapon of mass destruction, as defined in paragraph (1) of subdivision (a) of Section 11418. (VIII) Any serious or violent felony offense punishable in California by life imprisonment or death.” These offenses are sometimes referred to a “super strikes.”

What are the offenses that require registration as a sex offender under Penal Code section 290(c)?

Under section 290(c), the following persons are required to register: “Any person who, since July 1, 1944, has been or is hereafter convicted in any court in this state or in any federal or military court of a violation of Section 187 committed in the perpetration, or an attempt to perpetrate, rape or any act punishable under Section 286, 288, 288a, or 289, Section 207 or 209 committed with intent to violate Section 261, 286, 288, 288a, or 289, Section 220, except assault to commit mayhem, subdivision (b) and (c) of Section 236.1, Section 243.4, paragraph (1), (2), (3), (4), or (6) of subdivision (a) of Section 261, paragraph (1) of subdivision (a) of Section 262 involving the use of force or violence for which the person is sentenced to the state prison, Section 264.1, 266, or 266c, subdivision (b) of Section 266h, subdivision (b) of Section 266i, Section 266j, 267, 269, 285, 286, 288, 288a, 288.3, 288.4, 288.5, 288.7, 289, or 311.1, subdivision (b), (c), or (d) of Section 311.2, Section 311.3, 311.4, 311.10, 311.11, or 647.6, former Section 647a, subdivision (c) of Section 653f, subdivision 1 or 2 of Section 314, any offense involving lewd or lascivious conduct under Section 272, or any felony violation of Section 288.2; any statutory predecessor that includes all elements of one of the above-mentioned offenses; or any person who since that

¹ Unless otherwise indicated, all statutory references are to the Penal Code.

date has been or is hereafter convicted of the attempt or conspiracy to commit any of the above-mentioned offenses.”

Is every person who is required to register as a sex offender ineligible for Proposition 47?

Proposition 47 only excludes persons with prior convictions for a sex offense that requires registration under section 290(c), which enumerates several sex offenses that mandate registration upon conviction. This disqualifier appears to be limited to the offenses enumerated in section 290(c) and not to include persons required to register under other statutory provisions that vest courts with discretionary authority to impose sex offender registration under specified circumstances. (See, e.g., Pen. Code, § 290.006 [Authorizing courts to impose registration for *any* offenses not listed in section 290(c) “if the court finds at the time of conviction or sentencing that the person committed the offense as a result of sexual compulsion or for the purpose of sexual gratification”].)

Do the exclusions include out-of-state convictions and juvenile adjudications?

It appears so. Proposition 47 excludes persons with a prior conviction for any of the offenses listed in section 667(e)(2)(C)(iv). Section 667(e)(2)(C)(iv) applies if “[t]he defendant suffered a prior serious and/or violent *felony conviction, as defined in subdivision (d) of this section*, for any of the following felonies. . . ” – the “super strikes.” (Emphasis added.) The reference to “subdivision (d) of this section” presumably means section 667(d). Section 667(d) provides that “[n]otwithstanding any other law and for the purposes of subdivisions (b) to (i), inclusive, a prior conviction of a serious and/or violent felony shall be defined as” (1) an adult California conviction under sections 667.5(c) and 1192.7(c) [§ 667(d)(1)]; (2) an out-of-state conviction “for an offense that, if committed in California is punishable by imprisonment in the state prison . . . if the prior conviction in the other jurisdiction is for an offense that includes all of the elements of” a California serious or violent felony [§ 667(d)(2)]; and (3) designated juvenile adjudications [§ 667(d)(3)].

Since the definition of “conviction of a serious and/or violent felony” contained in section 667(d) is incorporated by reference in section 1170.18(i), and since that definition specifically includes designated juvenile adjudications, it appears likely that a person who has been adjudicated for an offense listed in section 667(d)(3) will be excluded from the benefits of Proposition 47. While juvenile “adjudications” and adult “convictions” are distinguished in many other contexts, for the purposes of the exclusion under section 1170.18(i), it appears likely that they will be treated the same.

How does Proposition 47 change theft and drug possession offenses?

The following theft and drug possession offenses have been reclassified as misdemeanors as specified below. As noted above, these new misdemeanor provisions do *not* apply to persons with one or more prior convictions for offenses specified under section 667(e)(2)(C)(iv) or for a sex offense that requires registration under section 290(c).

- **Shoplifting.** The proposition added section 459.5 to create a new misdemeanor offense called “shoplifting,” punishable by up to 6 months in county jail. Shoplifting is defined as “entering a commercial establishment with intent to commit larceny while that establishment is open during regular business hours” where the value of the property does not exceed \$950. Any other entry into a commercial establishment with intent to commit larceny is burglary. Any act of shoplifting as defined above must be charged as shoplifting. No person charged with shoplifting may also be charged with burglary or theft of the same property.
- **Forgery.** The proposition reclassified forgery of specified instruments under section 473 involving an amount that does not exceed \$950 from a felony or wobbler to exclusively a misdemeanor. The instruments are “a check, bond, bank bill, note, cashier’s check, traveler’s check, or money order.” To qualify as a felony, the proposition appears to require a value over \$950 per forged instrument as opposed to a total value with multiple instruments combined, as specified, for example, under section 476a(b): “If the *total* amount of all checks, drafts, or orders that the defendant is charged with and convicted of making, drawing, or uttering does not exceed nine hundred fifty dollars (950), the offense is punishable only by imprisonment in the county jail...”].) (Emphasis added.) The misdemeanor provision does not apply to any person convicted both of forgery and identity theft under section 530.5.
- **Insufficient Funds.** Before Proposition 47, a violation of section 476a was a wobbler offense, except that the offense was strictly a misdemeanor if the total underlying amount did not exceed \$450, unless the person was previously convicted of one of several specified theft offenses. The disqualifying prior violations are “... Section 470, 475, or 476, or of this section, or of the crime of petty theft in a case in which defendant’s offense was a violation also of Section 470, 475, or 476 or of this section...” (Pen. Code, § 476a(b).) Proposition 47 increased the total threshold amount for misdemeanors from \$450 to \$950 and increased the number of disqualifying prior convictions from one to “three or more.”
- **Petty Theft.** Proposition 47 added section 490.2 to define “petty theft” as “obtaining any property by theft where the value of the money, labor, real or personal property taken” does not exceed \$950. Under the proposition, this new definition of petty theft applies notwithstanding section 487 “or any other provision of law defining grand theft.” (Pen. Code, § 490.2(a).) The new definition of petty theft appears designed to apply regardless of how specific categories of property are treated under separate statutes. Section 487(b)(1)(A), for example, characterizes theft of certain farm crops valuing over \$250 as “grand theft.” Under the proposition’s new definition of petty theft, such offenses appear to be misdemeanors if not valued over \$950. This new misdemeanor provision is not applicable to any theft that may be charged as an infraction “pursuant to any other provision of law.”

- **Receiving Stolen Property.** Before Proposition 47, a violation of section 496 was a wobbler offense, except that if the value of the property did not exceed \$950, the district attorney or grand jury may specify the offense as exclusively a misdemeanor “in the interests of justice.” Proposition 47 rendered all violations of section 496 that do not exceed \$950 as strictly misdemeanors, eliminating prosecutorial discretion to charge those offenses as felonies.
- **Petty Theft with a Prior.** Proposition 47 eliminated the offense of petty theft with a prior under section 666 for most defendants by narrowing the category of persons subject to punishment under that section to only include persons required to register under the Sex Offender Registration Act, persons with prior violent or serious felony convictions under section 667.5(e)(2)(C)(iv), and persons convicted of section 368(d) or (e) [specified theft crimes involving elder or dependent adults]. Unlike other references to sex offender registration throughout Proposition 47 (see above), this reference appears to include *all* persons required to register, regardless of whether the basis for registration was section 290(c) or some other provision under the Sex Offender Registration Act.
- **Drug Possession Offenses.** Proposition 47 reclassified drug possession offenses under Health and Safety Code sections 11350, 11357(a) [concentrated cannabis], and 11377 from a felony or wobbler to strictly misdemeanors punishable by up to one year in county jail.

What is the difference between petitioning for resentencing and applying for reclassification?

Proposition 47 added section 1170.18, which has two distinct procedures for eligible persons seeking relief that hinges on whether the person is *currently serving* the sentence or has *completed* the sentence. Persons currently serving the sentence can petition the court to be “resentenced” as a misdemeanor offender under the procedures prescribed in section 1170.18(a)–(e), (i)–(o). Persons who have completed their sentences can apply to the court to “reclassify” their felony convictions as misdemeanors under the procedures prescribed in section 1170.18(f)–(h).

Is there a deadline for petitions for resentencing and applications for reclassification?

Yes. Petitions for resentencing and applications for reclassification must be filed on or before November 4, 2022, or at a later date upon [a] showing of good cause.”(AB 2765, Stats. 2016, ch. 767). Proposition 47 does not define what constitutes “good cause” for this purpose.

Does a person seeking relief under section 1170.18 have the right to counsel?

The proposition does not address the right to counsel. Thus, the answer may depend on the stage of the proceedings. For petitioners who are currently serving their sentences, the right to counsel

issue may be similar to proceedings for a writ of habeas corpus, where the petitioner has no right to counsel in the preparation of the petition, nor during the initial screening by the court. There would likely be a right to counsel, however, during the resentencing stage of the proceedings. Since no custodial sanction is involved with applications for reclassification, it is likely that there is no right to the assistance of counsel, except, perhaps in contested hearings where the application is opposed by the district attorney.

What should happen if a person is serving a sentence based on a mixture of eligible and ineligible offenses?

Many individuals may have been convicted of a mixture of Proposition 47 eligible and non-eligible offenses. As long as the defendant does not have a disqualifying “super strike” prior conviction and is not required to register as a sex offender under section 290(c), there is nothing in Proposition 47 that would prohibit the defendant from petitioning or applying for relief under section 1170.18 as to crimes that are qualified. If relief is granted, the court would likely recompute any remaining sentence to be served with the qualified crime now specified as a misdemeanor.

RESENTENCING OF CRIMES FOR PERSONS CURRENTLY SERVING SENTENCE

Who is eligible to petition for resentencing?

Persons “currently serving a sentence” for a felony conviction, whether by trial or plea, who would have been guilty of a misdemeanor under Proposition 47 had it been in effect at the time of the offense are eligible to petition for resentencing. (Pen. Code, § 1170.18(a).) As noted above, persons with one or more prior convictions for offenses listed under section 667(e)(2)(C)(iv) or for a sex offense that requires registration under section 290(c) are *not* eligible for resentencing. (Pen. Code, § 1170.18(i).)

What does the court decide in order to grant a petition for resentencing?

The court must confirm that the petitioner is eligible for resentencing and whether the resentencing of the petitioner would create an unreasonable risk of danger to public safety. Specifically, section 1170.18(b) provides, in relevant part: “If the petitioner satisfies the criteria [for resentencing] . . . , the petitioner’s felony sentence shall be recalled and the petitioner resentenced to a misdemeanor . . . , unless the court, in its discretion, determines that resentencing petitioner would pose an unreasonable risk of danger to public safety.”

What are the filing requirements for a petition for resentencing?

Proposition 47 does not specify any particular form of petition for resentencing. Some courts have developed local forms that may be used. Unless a superior court adopts a mandatory form as a local court rule, the petitioner may petition the court for relief in any manner that meets

general pleading requirements. Some courts are permitting oral motions for relief under section 1170.18. Petitions must be filed by November 4, 2022, to be considered by the court, unless the person shows “good cause” for a later filing. (Pen. Code, § 1170.18(j).)

What evidence is admissible to determine whether a particular crime qualifies under Proposition 47?

It is unclear what evidence may be considered in determining eligibility for resentencing. In similar circumstances, courts have limited the parties to offering the “record of conviction”: documents such as the complaint, plea forms, factual basis for the plea as stated on the record, and transcripts.

Who has the burden to establish eligibility for relief?

The petitioner has the burden of establishing eligibility for the relief being sought. In the context of section 1170.18, the petitioner will have the burden of establishing that he or she committed a crime which, had Proposition 47 been in effect when committed, would be a misdemeanor. (Pen. Code, § 1170.18(a).) For example, if the crime at issue is a theft offense, the petitioner must establish that the value of the property taken did not exceed \$950. The prosecution, however, likely has the burden of proving that the petitioner is disqualified because of the conviction of a “super strike,” or because of a requirement to register as a sex offender.

Could the petitions of persons otherwise eligible for resentencing be denied for some reason?

Yes, but only on a very narrow basis. Courts may deny a petition for resentencing when the person is otherwise eligible if the court, in its discretion, determines that resentencing the petitioner would pose “an unreasonable risk of danger to public safety.” (Pen. Code, § 1170.18(b).)

What is the definition of the phrase “unreasonable risk of danger to public safety”?

Under section 1170.18(c), the phrase “unreasonable risk of danger to public safety” is narrowly defined as “an unreasonable risk that the petitioner will commit a new violent felony within the meaning of [Penal Code section 667(e)(2)(C)(iv)].” By its express terms, Proposition 47 extends this definition to all uses of the phrase *throughout* the Penal Code. A divided panel of the Court of Appeal held that the definition of dangerousness in section 1170.18(c) has no application to petitions for resentencing brought under Proposition 36. (*People v. Valencia* (2014) 232 Cal.App.4th 514, *review granted*, [Feb. 18, 2015] 183 Cal.Rptr.3d 516.)

What will the court consider when determining whether a petitioner is an “unreasonable risk of danger to public safety?”

In determining whether a petitioner poses an unreasonable risk of danger to public safety, the court may consider:

- The petitioner’s criminal conviction history, including the type of crimes committed, the extent of injury to victims, the length of prior prison commitments, and the remoteness of the crimes;
- The petitioner’s disciplinary record and record of rehabilitation while incarcerated; and
- Any other evidence the court, within its discretion, determines to be relevant in deciding whether a new sentence would result in an unreasonable risk of danger to public safety.

(Pen. Code, § 1170.18(b)(1)–(3).)

Is “dangerousness” considered when imposing a misdemeanor sentence for a new crime?

No. Whether or not the defendant possesses “an unreasonable risk of danger to public safety” only concerns petitions for resentencing under section 1170.18(a). The defendant is entitled to a misdemeanor sentence for a Proposition 47-eligible crime unless he or she has a prior disqualifying conviction, is required to register as a sex offender under section 290(c), or is otherwise excluded by the particular penal statute.

What does “currently serving a sentence” mean for purposes of eligibility to petition for resentencing?

Proposition 47 does not expressly define what constitutes “currently serving a sentence” for purposes of eligibility to petition for resentencing. The plain language of the phrase “currently serving a sentence” appears to apply to eligible persons serving prison sentences and terms of imprisonment in county jail under section 1170(h), including periods of mandatory supervision, which are “suspended” portions of the terms imposed. Whether courts will consider persons on other categories of supervision to be “currently serving a sentence” is less clear. Courts will likely have different interpretations based on the circumstances of the case and legal arguments presented by the parties.

Is a person on formal probation considered “currently serving a sentence” for purposes of eligibility to petition for resentencing?

Proposition 47 does not address whether a person on formal probation for a qualifying offense should be considered “currently serving a sentence” for purposes of eligibility to petition for resentencing. Until further guidance is provided by an appellate court, individual sentencing courts will likely have different interpretations based on the circumstances of the case and legal arguments presented by the parties. On one hand, formal probation, which is often characterized as an act of leniency, is statutorily defined as the suspension of the imposition or execution of a sentence. (Pen. Code, § 1203(a).) Grants of probation, on the other hand, are commonly understood to constitute “sentences” in criminal matters, and probationers are often required to

serve terms in county jail as a condition of probation. Based on early indications, it appears that many courts consider probationers to be “currently serving a sentence” for purposes of eligibility for resentencing, while some consider probationers to not *yet* be sentenced and thus entitled to have the qualifying offenses redesignated as misdemeanors without the formal resentencing process prescribed by section 1170.18(a)–(e).

Are persons on parole or postrelease community supervision (PRCS) considered “currently serving a sentence” for purposes of eligibility for resentencing?

Although persons on parole or PRCS for qualified felony offenses are entitled to relief under Proposition 47, there are uncertainties about whether they are eligible to petition for resentencing (as a person “currently serving a sentence”) or to apply for reclassification (as a person who has completed the sentence). If courts consider persons on parole or PRCS as “currently serving a sentence,” those persons will be required to petition for resentencing under sections 1170.18(a)–(e), which will include a determination of the issue of dangerousness under section 1170.18(b). If persons on parole or PRCS are not considered “currently serving a sentence,” those persons would be eligible to apply for reclassification of their eligible felony offenses as misdemeanors under sections 1170.18(f)–(h), which would not include a determination of the issue of dangerousness.

What is the court’s discretion in resentencing the petitioner?

Proposition 47 imposes the following limitations:

- The petitioner must be given credit for any time he or she has already served. (Pen. Code §1170.18(d).) Credit must likely be given for custody time and any periods of supervision. The statute likely does not mean that the person is to automatically be released with “credit for time served” – meaning that the sentence has been satisfied.
- The sentence may not be longer than the original sentence. (Pen. Code § 1170.18(e).)
- The petitioner must be placed on parole for a one-year period, unless the court releases the person from that requirement. (Pen. Code § 1170.18(d).)

Note, however, that it is unlikely the sponsors of Proposition 47 contemplated persons resentenced for a crime punished under section 1170(h) or granted probation would be sent to state parole. But the statutory language is broad enough to include all sentenced individuals, including those persons previously handled locally.

Subject to the foregoing limitations, the court is free to impose any form of misdemeanor sentence considered appropriate for the petitioner’s circumstances. If the petitioner has been sentenced on any felony not altered by Proposition 47, all terms and conditions of the original sentence presumably will remain, except for the re-designation of a Proposition 47 crime as a misdemeanor. Assuming the petitioner has been convicted only of a crime changed by the initiative, potential sentencing options may include:

- Straight custody term, without any supervision.
- Formal or informal probation of up to three years.
- Parole or Postrelease Community Supervision, particularly for persons being released from prison.

Who presides over resentencing proceedings?

The original sentencing judge is required to preside over the petition for resentencing if that judge is available. If the original judge is unavailable, the presiding judge of the court will appoint a judge to review the petition. The parties may also agree that a different judge can conduct the review. What constitutes “unavailability” of a judge may be open to interpretation.

Is a hearing always required for petitions for resentencing?

Nothing in Proposition 47 specifically requires a court hearing on every petition for resentencing, particularly when there is no opposition to the granting of the petition. Hearings may be necessary if the prosecution challenges the petitioner’s eligibility, such as when a theft may involve more than \$950, when a victim asks to participate in the process, or concerning challenges to the dangerousness determination

Is there a specific time within which the hearing on a petition for resentencing must be held?

No. Section 1170.18 does not require the hearing to be held within a particular number of days. The hearing should be held within a reasonable time.

Does the victim have a right to attend the hearing on a petition for resentencing?

Likely, yes, if the victim has made such a request. A resentencing proceeding is likely considered a “post-conviction release proceeding” under Marsy’s Law. If the victim so requests, he or she may be entitled to notice of and participation at the hearing.

Does the petitioner have a right to a jury determination of eligibility for resentencing?

Probably not. Petitioners likely have no right to a jury determination of their eligibility for resentencing. Other courts have determined, in the Proposition 36 context, that *Apprendi v. New Jersey* (2000) 530 U.S. 466, has no application due to the retrospective nature of the petition for resentencing. (See *People v. Elder* (2014) 227 Cal.App.4th 1308, 1315; *People v. Bradford* (2014) 227 Cal.App.4th 1322, 1331-1336; *People v. Guilford* (2014) 228 Cal.App.4th 651, 662-663.)

What is the effect of the order granting resentencing?

If the court grants the request to resentence the offense as a misdemeanor, the crime will thereafter be treated as a misdemeanor for all purposes except for the right to own or possess firearms. (Pen. Code § 1170.18(k).)

RECLASSIFICATION OF CRIMES FOR PERSONS WHO HAVE COMPLETED A SENTENCE

Who is eligible to apply for reclassification of their felony convictions?

Persons who have “completed” their sentences for a felony conviction, whether by trial or plea, who would have been guilty of a misdemeanor under Proposition 47 had it been in effect at the time of the offense are eligible to apply for reclassification of their felony convictions. (Pen. Code, § 1170.18(f).) As noted above, persons with one or more prior convictions for offenses listed under section 667(e)(2)(C)(iv) or for a sex offense that requires registration under section 290(c) are *not* eligible for reclassification. (Pen. Code, § 1170.18(i).)

Who is qualified for reclassification?

Any person whose sentence, including any period of supervision, has been completed, including:

- Persons released from prison and who are off parole or PRCS;
- Persons who have completed a sentence imposed under section 1170(h), including any time ordered on mandatory supervision;
- Persons who have completed probation.

Nothing in Proposition 47 expressly grants juveniles the right to apply for reclassification of qualified felony adjudications. *Alejandro N. v. Superior Court (People)* (2015) 238 Cal.App.4th 1209 (review denied), however, has held that juveniles have the right to petition for resentencing; likely the opinion will apply to requests for reclassification.

May a person be excluded from reclassification because of a prior offense?

Yes. The same exclusions apply to both resentencing and reclassification of a crime. A person who has a prior “super strike” conviction, or who is required to register as a sex offender under section 290(c) may not petition for reclassification. (§ 1170.18(i).) The crimes that would exclude the applicant are the “super strikes” listed in section 667(e)(2)(C)(iv): a “sexually violent offense” as defined in Welfare and Institutions Code, section 6600(b) (the Sexually Violent Predator Law); oral copulation, sodomy or sexual penetration of a child under 14 and more than 10 years younger than the defendant; a lewd act on a child under 14; any homicide offense, including attempted homicide as defined in sections 187 – 191.5; solicitation to commit murder; assault with a machine gun on a peace officer; possession of a weapon of mass destruction; or any serious or violent offense punishable by life imprisonment or death.

May the court address the issue of dangerousness when deciding whether to grant reclassification?

No. The applicant for reclassification need only show eligibility for relief; the court may not deny the petition based on dangerousness.

What is the procedure for obtaining reclassification of a crime?

The procedure potentially is the same as for resentencing, but the law specifically permits courts to grant reclassification of a crime without any hearing. (§ 1170.18(h).) The steps may include:

- The filing of an application for reclassification;
- A qualification hearing, if requested by the applicant or as may be necessary to determine the applicant's eligibility;
- Reclassification of the offense.

What are the filing requirements for an application for reclassification?

Proposition 47 does not specify any particular form of petition for resentencing. Some courts have developed local forms that may be used. Unless a superior court adopts a mandatory form as a local court rule, the petitioner may petition the court for relief in any manner that meets general pleading requirements. Some courts permit the application to be made by oral motion. Petitions must be filed by November 4, 2022, to be considered by the court, unless the person shows "good cause"

Who presides over reclassification proceedings?

As with resentencing proceedings, the original sentencing judge is required to preside over the reclassification application proceedings if that judge is available. If the original judge is unavailable, the presiding judge of the court will appoint a judge to review the petition. The parties may also agree that a different judge can conduct the review. What constitutes "unavailability" of a judge may be open to interpretation.

What evidence can be considered in determining eligibility for reclassification?

It is unclear what evidence may be considered in determining eligibility for resentencing. In similar circumstances, courts have limited the parties to offering the "record of conviction:" documents such as the complaint, plea forms, factual basis for the plea as stated on the record, and transcripts.

May the victim participate in the reclassification process?

It is unclear. It is not likely that the victim has any constitutional right to participate in the reclassification process. Section 1170.18(o) provides that "[a] *resentencing hearing* ordered under this Act shall constitute a 'post-conviction release proceeding' under paragraph (7) of subdivision (b) of Section 28 or Article I of the California Constitution (Marsy's Law)."

(Emphasis added.) The purpose of Marsy's Law is to ensure that victims have the right to participate in any decision which could result in the post-sentencing release of an offender. No one is being "released" as a result of the reclassification process. Furthermore, section 1170.18(h) expressly allows the court to grant the reclassification without any hearing – thus, there is no "resentencing hearing" that would trigger the victim's rights under Marsy's Law.

What is the effect of the order granting reclassification?

If the court grants the request to reclassify the offense as a misdemeanor, thereafter the crime will be treated as a misdemeanor for all purposes except for the right to own or possess firearms. (§ 1170.18(k).)



Smash-and-Grab Thefts. Skyrocketing Drug Addiction. More Dangerous Communities.

Whether it's rampant retail theft causing neighborhood store closures and higher prices for working families, or the growing epidemic of fentanyl overdoses, Californians can't afford half-measures when it comes to addressing these pressing issues.

Passed in 2014, Prop 47 achieved notable success in making California's criminal justice system more equitable. However, it led to unintended consequences over the past decade — repeat and often organized retail theft, inner-city store closings, and difficulty convincing people to seek drug and mental health treatment — that can only be corrected by the voters at the ballot box with modest amendments to Prop 47.

It's time for meaningful reforms to our justice system, including to Prop 47, that ensure our communities are safe.

Initiative 23-0017A1, the Homelessness, Drug Addiction, and Theft Reduction Act

Currently collecting signatures to qualify for the 2024 November General Election, this bi-partisan measure provides common sense, targeted reforms to Prop 47 that legislative proposals alone are unable to deliver.

Addresses Organized and Serial Retail Theft

Rampant retail theft is harming businesses and residents in California because those who commit these crimes know they'll get away with it, even if they're caught. This measure will hold repeat offenders accountable for the safety of our communities, rather than putting them back on the streets.

- Classifies repeated theft as a felony for individuals who steal less than \$950 if they have two or more prior theft-related convictions
- Allows stolen property values from multiple thefts to be combined so repeat offenders can be charged with a felony if the total exceeds \$950, countering tactics by career criminals to avoid harsher penalties
- Authorizes judges to impose an enhanced penalty when an offender steals, damages, or destroys property by participating in organized theft with two or more offenders or by causing losses of \$50,000 or more

Confronts the Fentanyl Crisis in Our Communities

The fentanyl crisis has reached alarming levels, and is now responsible for 20 percent of youth deaths in California. This measure will define fentanyl as a hard drug, hold individuals convicted of trafficking fentanyl accountable, and grant judges greater discretion in sentencing drug traffickers.

- Adds fentanyl to the list of hard drugs — such as heroin, cocaine, and methamphetamine — that are illegal to possess with a firearm and authorizes greater consequences for selling deadly quantities
- Enables stricter penalties for dealers whose trafficking causes death or serious injury, and warns traffickers of potential murder charges if continued drug trafficking results in fatalities

Prioritizes Mental Health and Drug Treatment

Breaking the cycle of repeat offenders means addressing the many root causes of retail theft. This measure provides critical mental health, drug treatment services, and job training within our justice system for people who are homeless and suffering from mental illness or struggling with substance abuse.

- Enacts a new class of crime called a “treatment-mandated felony” where offenders with multiple hard drug possession convictions would be given the option of participating in drug and mental health treatment in lieu of incarceration
- Allows offenders who successfully complete drug and mental health treatment to avoid jail time and have the charge fully expunged

“The Homelessness, Drug Addiction, and Theft Reduction Act will make targeted but impactful changes to our laws around fentanyl and help us tackle the chronic retail theft that hurts our retailers, our workers, and our cities. I fully support this measure and know it will make a meaningful difference for cities across California.”

~ **Mayor London Breed, San Francisco**

“I am proud to lend my support to this public safety initiative that would make changes to Prop 47, which would address serious spikes to drug and theft crimes since the pandemic. Local law enforcement and my constituents are saying enough is enough. They want the state to address the increases we’re seeing in the homeless due to increased hard drug use, opioid-related overdoses, and escalating numbers of smash-and-grab and retail theft crimes.”

~ **Assemblymember James Ramos**

“We cannot be afraid to challenge the status quo when it is clearly not working for our residents. Prop 47 was well-intended but what really matters is its impact — and unfortunately, it’s hurting far too many families and small businesses across the state. We need reform that doesn’t take us back to the era of mass incarceration but allows judges to mandate treatment for those struggling with severe addiction, hold repeat offenders accountable, and treat fentanyl like the killer it is.”

~ **Mayor Matt Mahan, San Jose**

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Join Public Safety and Community Leaders



CALIFORNIA
DISTRICT
ATTORNEYS
ASSOCIATION

California District Attorneys Association



California Police Chiefs Association



CRIME VICTIMS UNITED

Crime Victims United



Hope Street Coalition

* Partial List

JOIN THE COALITION TODAY!



CASafeCommunities.org

THE HOMELESSNESS, DRUG ADDICTION, AND THEFT REDUCTION ACT

THE PROBLEM

Since the passage of Proposition 47 in 2014:

- Reported retail and cargo theft has exploded
- Homelessness has increased 51% in California
 - Down 11% in rest of country
- Drug addiction became a humanitarian crisis
- The consequences are impacting public safety and the quality of life for all Californians
- Cannot fix Prop 47 without going back to ballot

RETAIL THEFT

- No accountability or deterrence
- Repeat offenders treated as misdemeanors
- Cannot aggregate crimes
- Misdemeanors are low priority
- Only ticket offenses; not booked or are immediately released

29.7%

**REDUCED/ALTERED
IN-STORE PRODUCTS**

45.3%

**REDUCED STORE
OPERATING HOURS**

28.1%

**REPORTS OF
STORE CLOSURES**

THE SOLUTION

THE HOMELESSNESS, DRUG ADDICTION, AND THEFT REDUCTION ACT BALLOT INITIATIVE



Reclassify retail theft with 2 or more prior convictions as a felony



After 2 hard drug convictions, discretion to charge 3rd hard drug possession as **treatment mandated felony**



Address fentanyl crisis by going after fentanyl drug dealers

HIGHER VOTER SUPPORT

92%

**BELIEVE
FENTANYL
IS MAJOR
THREAT**

84%

**BELIEVE THEFT
IS RAMPANT**

82%

**BELIEVE
HOMELESSNESS
IS RAMPANT &
INCREASES CRIME**

89%

**SUPPORT CHANGES
TO PROP 47 TO
ALLOW STRONGER
PENALTIES**

94%

**SUPPORT THE
ADDITION OF
FENTANYL TO
EXISTING LAWS**

PHASE 1: QUALIFICATION

Now - April 30, 2024

- ☐ 546,651 valid signatures (950,000 total)
- ☐ Estimated cost for qualification: **\$7-8 million**

PHASE 2: CAMPAIGN

- ☐ Estimated budget: **\$5-10 million** (Higher voter support lowers budget)

CONTRIBUTE

CAsafeCommunities.com



Help us bring back accountability and safety to our community.

March 27, 2024

Californians for Safer Communities
coalition@casafecommunities.com

Re: Letter in support of Homelessness, Drug Addiction, and Theft Reduction Act (Initiative 23-0017A1)

Dear Coalition Members,

Please accept this letter by the Porterville City Council in support of The Homelessness, Drug Addiction and Theft Reduction Act.

With the passage of Prop 47 in November 2014, many communities throughout the State, experienced an increase in Part I crimes and equally alarming, an increase in repeat offenders. Prop 47 reclassified certain types of felonies to misdemeanors, including drug crimes and all retail theft under \$950. Prop 47 authorized defendants serving sentences for felony offenses that would have qualified as misdemeanors under the proposition to petition courts for re-sentencing. It authorized defendants to retroactively apply their new reclassified convictions to past sentences, resulting in reduced sentencing. Prop 47 has had negative impacts on communities due to a lack of accountability, which has resulted in higher crime and homelessness.

The new proposed measure aims at reforming laws that have dramatically increased homelessness, drug addiction, and theft throughout California. Drug and mental health treatment for people who are addicted to hard drugs such as fentanyl will be provided under this new measure, as well as increased penalties for people who repeatedly engage in theft. The initiative will reduce crime, restore accountability for repeat theft offenders, incentivize those who possess hard drugs to receive treatment and face stricter punishment, and address the fentanyl crisis.

Thank you for your valuable time and attention to this correspondence.

Sincerely,
Porterville City Council

By: _____
Martha A. Flores, Mayor