



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
JUNE 18, 2024, 5:30 PM**

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City of Porterville – City Council Meeting of June 18, 2024

Please use the following link below to join the webinar:
<https://us06web.zoom.us/j/82795410856?pwd=wYdREzB0RU7pMlKump7D7sB1xxRiw.W4Rhriiw8-Ddyx3V>

Or via Telephone: **1-669-900-6833** Webinar ID: **827 9541 0856** Passcode: **560764**

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: 23611 Road 196, Lindsay, CA. Agency Negotiator: Jason Ridenour. Negotiating Parties: City of Porterville and County of Tulare. Under Negotiations: Terms and Price.
- 2** - Government Code Section 54956.95 – Liability Claim: Claimant: Matthew Carroll. Agency claimed against: City of Porterville.
- 3** - Government Code Section 54956.95 – Liability Claim: Claimant: Gary Sell, Jr. Agency claimed against: City of Porterville.
- 4** - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Two (2) cases in which facts are not yet known to potential plaintiff.

- 5 - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel
– Anticipated Litigation – Initiation of Litigation: Three (3) cases.

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

Pledge of Allegiance Led by Council Member Beltran

Invocation

PRESENTATIONS

July Employee of the Month - Rachel Ginsberg
Police Department Recognition for Policy Updates and Training

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.

REPORTS

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

- I. City Commission and Committee Meetings
 - 1. Parks & Leisure Services Commission - (On Summer Hiatus)
 - 2. Library & Literacy Commission - (On Summer Hiatus)
 - 3. Arts Commission
 - 4. Animal Control Commission
 - 5. Youth Commission - (On Summer Hiatus)
 - 6. Transactions and Use Tax Oversight Committee (TUTOC) - May 28, 2024
- II. Staff Informational Reports
 - Water Conservation Phase IV Status Update - May 2024

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 June 4, 2024**
Re: Considering approval of the City Council draft Minutes of June 4, 2024.
2. **Authorization to Negotiate the Purchase of Police Vehicles**
Re: Consideration to authorize staff to negotiate the purchase of four (4) Police Interceptor Ford Explorers up to a total cost not to exceed \$238,500, as well as upfit of emergency equipment; and due to the unique purchasing parameters requested, staff is further requesting a ten percent (10%) contingency for the total purchase.
3. **Authorization to Purchase Bleachers for the Santa Fe Sportsplex through CDBG Park Improvement Funds**
Re: Council to authorize the purchase of bleachers for the future Santa Fe Sportsplex through Community Development Block Grant Park Improvement Funds from WillyGoat for \$57,092.71.
4. **Authorization to Purchase Applicant Tracking Software and Services with NEOGOV**
Re: Consideration to approve a contract with NEOGOV for applicant tracking software and services at a cost of \$4,800 for start-up, \$35,299 for the first two years, and \$25,000 annually thereafter.
5. **Ice Machine Replacement at Fire Station 72 Training Facility**
Re: Consideration to approve the replacement and installation of a new commercial-grade ice machine for the fire department training facility and Station 72, at a cost not to exceed \$10,010 from Mike Woods Air conditioning.
6. **Authorization to Participate in Cooperative Purchasing Programs on Existing Asphalt Contracts**
Re: Consider authorization to participate in Cooperative Purchasing Programs on Existing Asphalt Contracts between the County of Tulare and Jaxon Enterprises.
7. **Authorization to Distribute Request for Proposals - Golf Course Management Services**
Re: Consideration to authorize staff to distribute request for proposals for golf course management services at the Porterville Municipal Golf Course.
8. **Acceptance of Project - Main Street Reconstruction Project (Putnam Avenue to Morton Avenue)**
Re: Consideration to accept the Main Street Reconstruction Project (Putnam Avenue to Morton Avenue) from Granite Construction Company as complete for a total construction cost of \$1,903,893.41.
9. **Acceptance of Project - Skatepark Improvement Project**
Re: Consideration to accept the Skatepark Improvement Project, as complete.
10. **Extension of Funding Agreement with Kern Community College District (Porterville College) for a Part-time Reserve Police Officer**
Re: Consideration to approve the Extension Agreement by Kern Community College District for funding for a part-time Reserve Police Officer for the period of July 1, 2024, through June 30, 2025.
11. **Heritage Center Land Acquisition General Plan Consistency Determination**

Re: Consideration to adopt a draft resolution detailing the results of its investigations pursuant to Public Resources Code Section 21151.2 and Government Code Section 65402(c) concerning the property at 256 W. Orange Avenue in Porterville.

12. **Amendment No. 2 to 4Creeks, Inc. Santa Fe Byway Trail Service Agreement**
Re: Consideration to approve Amendment No. 2 to 4Creeks, Inc. Santa Fe Byway Trail Agreement at an agreed upon fee of \$26,377.32.
13. **Permanent Local Housing Allocation (PLHA) Year 4 Application**
Re: Consideration to authorize the signing of the streamlined application for the 2022 Permanent Local Housing Allocation (PLHA) funding allocation for submittal to the California Department of Housing and Community Development (HCD).
14. **Approve Revised FTA Procurement and Contract Administration Manual**
Re: Consideration to adopt the draft resolution approving the revised Procurement and Contract Administration Manual.
15. **Request for Approval of a 90-Day Zero-Fare Program for Public Transportation Services Transition**
Re: Consideration to approve the 90-day zero-fare program for Porterville Transit services, including fixed route and ADA paratransit services, effective July 1, 2024, and ending September 29, 2024.
16. **Authorization for Out-of-State Travel For FEMA Operations Section Chief Class**
Re: Council authorization for out-of-state travel for Battalion Chief Chris Pisani to attend the FEMA L-958 All-Hazard Operations Section Chief course in Carson City, Nevada, from June 25th to June 28th, 2024, with travel expenses not to exceed \$500.
17. **State Senate Bill 1205 Annual Fire Department Inspection Reporting**
Re: Consideration to adopt a draft resolution acknowledging receipt of the Fire Chief's Annual Report regarding the department's inspection of specific buildings and occupancies pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code.
18. **Ratification of New Classification and Approval of Job Description for Encampment Maintenance Worker Full and Part-Time Positions**
Re: Consideration of the Council to affirm the establishment of the classifications of full-time and part-time Encampment Maintenance Worker.
19. **Approval of Community Civic Event - Parenting Network - Summer Picnic - June 21, 2024**
Considering approval of a community civic event to take place on June 21, 2024, from 12:00 P.M. to 2:00 P.M. at Zalud Park.
20. **Approval of Community Civic Event - Parenting Network - Grilling with Dads - June 29, 2024**
Re: Consideration of a community civic event scheduled to take place on June 29, 2024, from 10:00 A.M. to 1:00 P.M. at Zalud Park.
21. **Approval of Community Civic Event - Porterville Kiwanis Club - Watermelon Festival - July 28, 2024**

Re: Consideration of a community civic event scheduled to take place on July 28, 2024, from 10:00 A.M. to 7:00 P.M. at Veterans Park.

22. Approval of Community Civic Event - Parenting Network - Back to School Party - August 2, 2024

Re: Considering approval of a community civic event scheduled to take place on August 2, 2024, from 10:00 A.M. to 2:00 P.M. at Zalud Park.

23. 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

24. Adoption of Fiscal Year 2024-2025 Budget

Re: A public hearing to receive public comment; and consideration of the proposed 2024-2025 FY Budget.

SCHEDULED MATTERS

25. Consideration of Calling November 5, 2024, General Election; Requesting Consolidation of Election; and Setting Specified Services

Re: Considering the consolidation of the Municipal Election of November 5, 2024, with Tulare County and setting election precepts.

26. Authorization to Execute Transportation Services Agreement - Transit Management, Operations, and Maintenance of Porterville Transit

Re: Council authorization to execute the Transportation Services Agreement with Tree's Sierra Management, Inc (dba SM Transit) for the Transit Management, Operations, and Maintenance of Porterville Transit.

AB 1234 REPORTS

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

1. Local Initiatives Navigation Center (LINC) Committee - June 5, 2024
2. Eastern Tule Groundwater Sustainability Agency (ETGSA) - June 6, 2024
3. Tulare County Water Commission - June 10, 2024
4. Flag Day Committee - June 11, 2024
5. Local Initiatives Navigation Center (LINC) Committee - June 12, 2024
5. Tulare County Association of Governments (TCAG)/Tulare County Transportation Authority (TCTA) - June 17, 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 July 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 – JUNE 18, 2024

SUBJECT: Water Conservation Phase IV Status Update - May 2024

SOURCE: Public Works

COMMENT: The City has continued to implement an active water conservation approach, conserving and providing flexibility to the community. The City transitioned from Phase III to Phase IV of the City's Water Conservation Plan as of October 1, 2023. The Water Conservation Plan applies to all municipal water users within or outside the city limits.

The Phase IV plan reduces outdoor watering to one day per week, with "odd" addresses allowed to water on Saturday and "even" addresses allowed to water on Sunday. Outdoor watering is prohibited between the hours of 5 a.m. to 10 a.m. and 5 p.m. to 10 p.m., with no watering allowed on Monday, Tuesday, Wednesday, Thursday, or Friday. Watering outdoor landscaping is prohibited during and within forty-eight (48) hours after measurable rainfall, which is now defined as greater than 0.01 inch.

Violations of prohibited activities are considered infractions and are punishable by fines of up to \$500 each day the violation occurs. Any peace officer or employee of a public agency charged with enforcing laws and authorized to do so by ordinance may issue a citation to the violator. The City will respond to enforcement by issuing a Notice of Violation for all witnessed occurrences, and staff will process all reported issues. Enforcement statistics for May 2024 show that seven (7) notices of violations were issued for water waste, and two (2) administrative citations were issued.

Water production for May 2024 reflects a twelve percent (12%) decrease from the five-year average. The monthly production for May was 274 million gallons, which is a forty-two percent (42%) decrease compared to May 2013, when it was 472 million gallons. Residential consumption for May 2024 was 102 gallons per capita per day (GPCD).

Compliance with individual water supplier conservation requirements is based on cumulative savings. Cumulative tracking means that conservation savings will be added together from one month to the next and compared to the amount of water used during the same months in 2013. City Staff will evaluate conservation totals in two formats: 1) Calculate the cumulative conservation totals for production as compared to production in 2013, and 2) Calculate cumulative conservation totals in relation to GPCD in efforts to evaluate population growth impacts on production as compared to 2013. The cumulative total production for the City of Porterville's conservation efforts will be reflected from May 2015 through May 2024. Porterville's cumulative total production conservation through May 2024 is twenty percent (20%). The cumulative total of GPCD for the City of Porterville's conservation efforts will

be reflected from May 2015 through May 2024. Porterville's cumulative total GPCD conservation through May 2024 is twenty-five percent (25%).

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

The State Water Board requires monthly reporting to track what agencies are doing and how they perform throughout the year. Proposed permanent regulations will require agency reporting to continue monitoring urban water conservation performance with a preparedness to implement conservation standards as necessary. California Governor Gavin Newsom signed Executive Order N-10-21 on July 8, 2021, urging all Californians to voluntarily reduce their water use by fifteen percent (15%) compared to their prior-year levels due to excessive drought conditions. Water production for the City system shows a thirteen percent (13%) decrease from May 2023 to May 2024. California Governor Gavin Newsom issued another Executive Order N-7-22 on March 28, 2022, to address drought conditions after the driest first three months of a year in recorded history. EO N-7-22 requires that each water supplier implements, at a minimum, the shortage response actions adopted under section 10632 of the Water Code for a shortage level of up to twenty percent (20%). The City of Porterville's Water Conservation Plan Phase III meets the requirements for this shortage (Level 2). California Governor Gavin Newsom signed Executive Order N-3-23 on February 13, 2023, stating the state has experienced one of the wettest three-week periods on record. With this order, California Governor Gavin Newsom removed the need to voluntarily reduce water use by fifteen percent (15%), as stated in the previous Executive Order N-10-21.

RECOMMENDATION: Information Only

ATTACHMENTS:

1. Monthly Production Status May 2024
2. Monthly Production Status GPCD May 2024
3. Drought Response Phase IV Flyer

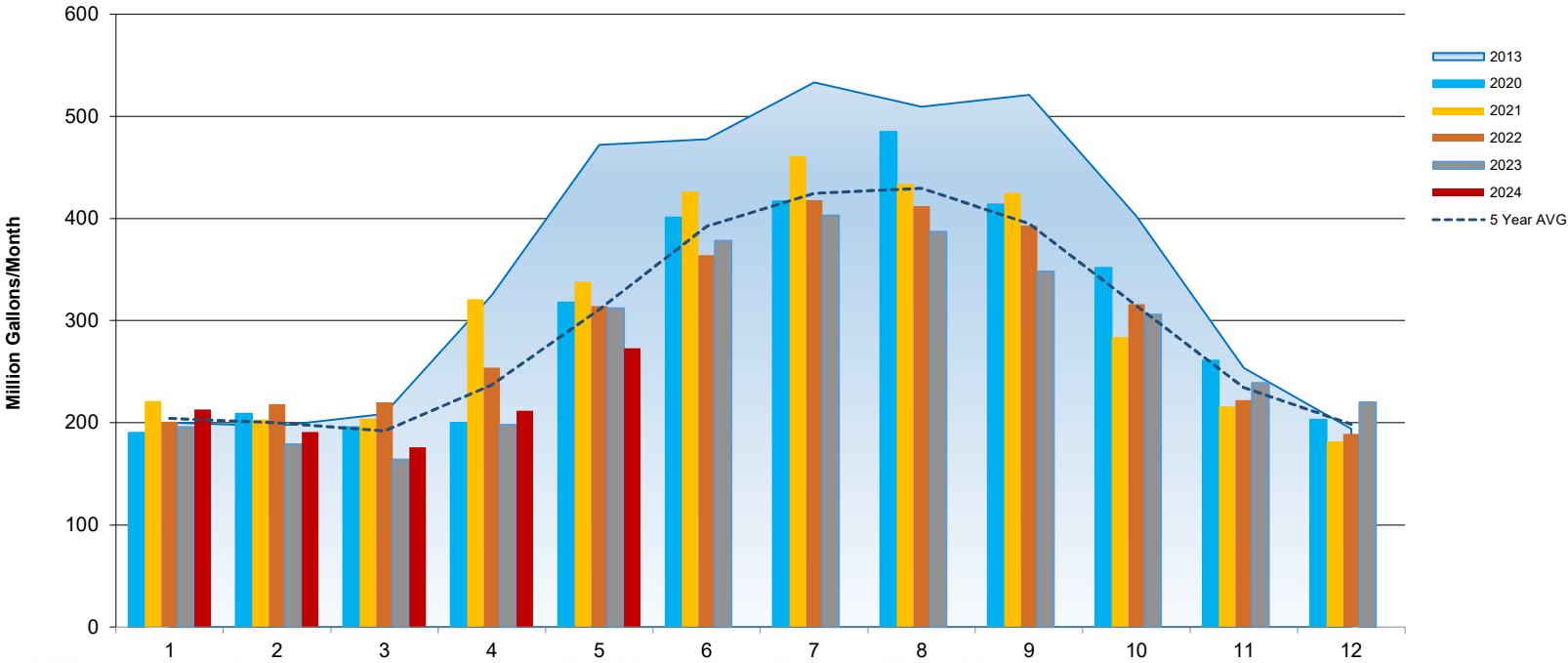
Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager

Monthly Production Status & Cumulative Total June 2015 Through
May 2024 Production Comparison to 2013 & 5 Year Average

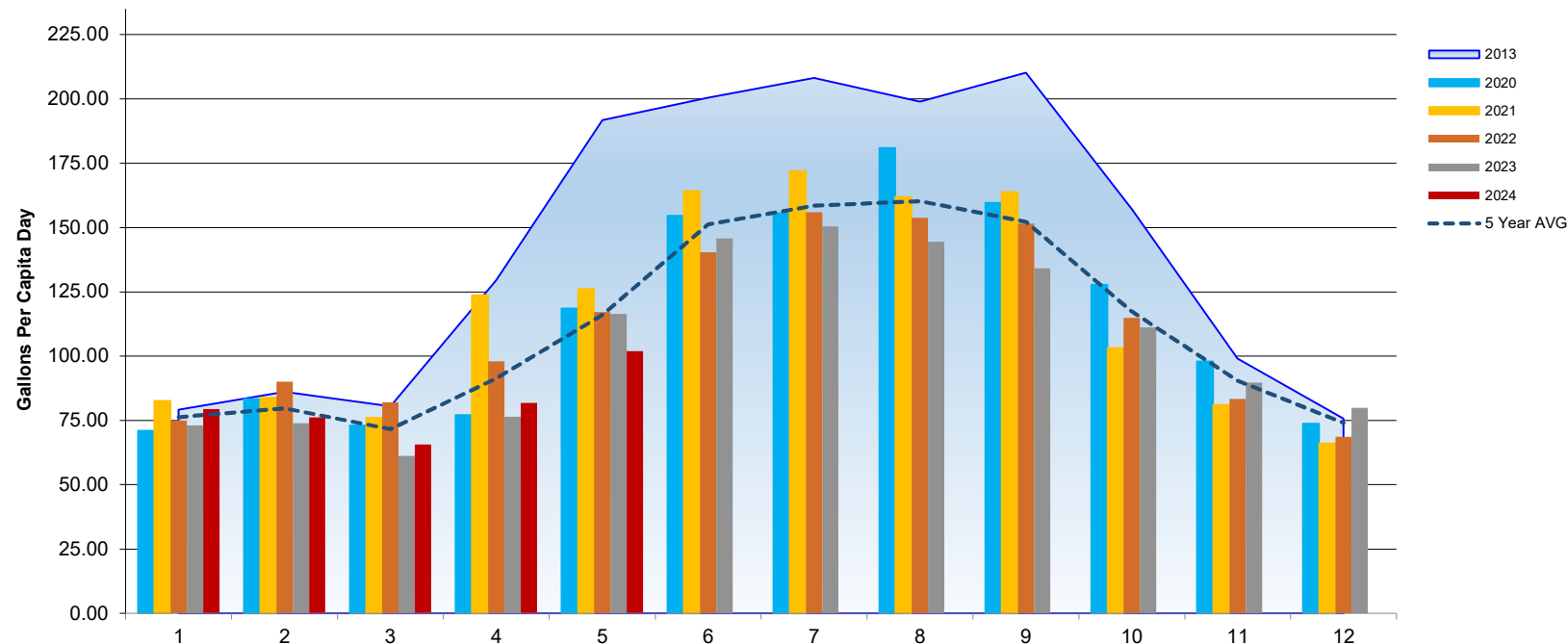


Production Cumulative Total 20%

2020	-5%	6%	-6%	-38%	-33%	-16%	-22%	-5%	-21%	-13%	3%	5%
2021	11%	3%	-2%	-1%	-28%	-11%	-14%	-15%	-18%	-29%	-15%	-6%
2022	0%	11%	5%	-22%	-33%	-24%	-22%	-19%	-25%	-21%	-13%	-3%
2023	-2%	-14%	-31%	-39%	-34%	-21%	-24%	-24%	-33%	-20%	-6%	13%
2024	6%	-3%	-16%	-35%	-42%							

Percent Comparison to 2013 Production

**Monthly Production Status & Cumulative Total June 2015 Through
May 2024 Gallon Per Capita Day Comparison to 2013 & 5 Year Average**



GPCD

Cumulative Total 25%

	2020	-10%	-3%	-9%	-40%	-38%	-23%	-25%	-9%	-24%	-19%	-1%
	2021	4%	-3%	-5%	-4.4%	-34%	-18%	-17%	-19%	-22%	-34%	-18%
	2022	-5%	4%	2%	-24.3%	-39%	-30%	-25%	-22%	-28%	-27%	-16%
	2023	-8%	-14%	-24%	-41%	-39%	-27%	-28%	-27%	-36%	-29%	-10%
	2024	0%	-12%	-18%	-37%	-47%						6%

Percent Comparison to 2013 Production



DROUGHT RESPONSE Phase IV

Mandatory Odd/Even Watering Schedule, based on address. Residents will be allowed ONE day a week to water lawns and landscapes. No watering allowed Monday through Fridays.

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

No watering outdoor landscapes during and within 48 hours after measurable rainfall (>0.01 inches).

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE IV

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

Mandatory Odd/Even Watering Schedule

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

- Odd Address
- Even Address
- Outdoor Watering is Prohibited

ODD NUMBER ADDRESSES

If your address ends with an “odd” number, 1, 3, 5, 7, or 9, your watering day is Saturday *only*.

OR

EVEN NUMBER ADDRESSES

If your address ends with an “even” number, 0, 2, 4, 6, or 8, your watering day is Sunday *only*.

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

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

**The washing of
sidewalks and driveways
is prohibited**

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

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

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

**NO WATERING
MONDAY THROUGH
FRIDAY.**



CITY COUNCIL AGENDA – JUNE 18, 2024

SUBJECT: Approval of Draft Minutes of June 4, 2024

SOURCE: Administrative Services

COMMENT: Presented for Council's approval are the draft Minutes of June 4, 2024.

RECOMMENDATION: That the Council approve the draft Minutes of June 4, 2024.

ATTACHMENTS: 1. Draft Minutes 06-04-2024

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
JUNE 4, 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 54956.95 – Liability Claim: Claimant: Patricia Vasquez.
Agency Claimed Against: City of Porterville.

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

3 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Enrique Martinez v. Jorge Solis Echeveste, et al., Tulare County Superior Court Case No. PCU 301118.

4 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Jimmy Sanchez v. Porterville Unified School District, et al., Tulare County Superior Court Case No. PCU 307301.

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 cases.

**6:35 P.M. RECONVENE OPEN SESSION AND REPORT ON REPORTABLE ACTION
TAKEN IN CLOSED SESSION**

City Attorney Lew reported action pertaining to A-1, as follows:

A-1. On a MOTION made by Council Member Weyhrauch, and SECONDED by Vice Mayor Carrillo the City Council unanimously rejected the claim filed by Patricia Vasquez.

Documentation: M.O. 01-060424

Disposition: Claim rejected.

The Pledge of Allegiance was led by Council Member Meister.
Invocation – a moment of silence was observed.

PRESENTATIONS

Employee of the Month - Lori Halleck

ORAL COMMUNICATIONS

- Brock Neeley, Porterville, presented the council with documentation related to a Facebook post made by Council Member Meister.
- Elizabeth, Porterville, stated she has an issue with the amount of trash that is left by those experiencing homelessness, on Main Street.
- Cathy Capone, Porterville, spoke in favor of Item No. 23 and stated the city should think carefully about what they consider putting on the property.

CONSENT CALENDAR

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

COUNCIL ACTION: MOVED by Council Member Weyhrauch, SECONDED by Council Member Meister that the City Council approve Items Nos. 1-27. The motion carried unanimously.

1. LEASE OF SIX ADDITIONAL AUTOMATED LICENSE PLATE READERS FROM FLOCK SAFETY

Recommendation: That the City Council:

1. Authorize the Police Department to enter into a new five-year lease agreement with Flock Safety to install six (6) additional cameras and increase coverage to twelve (12) cameras for a total cost of \$180,000 over five years (\$36,000/year); and
2. Authorize staff to sign all necessary documents regarding the contract and make payments per the contract language.

Documentation: M.O. 02-060424

Disposition: Approved.

2. REQUEST TO PURCHASE A TAPE BACKUP SYSTEM FOR DATA PROTECTION AND RECOVERY

Recommendation: That the City Council authorize the purchase of a Dell EMC ML3 Tape Library through our Dell Premier contract for \$14,176.43, plus applicable taxes and shipping.

Documentation: M.O. 03-060424

Disposition: Approved.

3. REQUEST FOR APPROVAL TO PURCHASE SOPHOS XGS 3100
SECURITY DEVICES

Recommendation: That the City Council authorize the purchase of the Sophos XGS 3100 firewall appliances from SHI at a cost of \$20,340.98, plus applicable sales tax and shipping.

Documentation: M.O. 04-060424

Disposition: Approved.

4. AUTHORIZATION TO PURCHASE SECURITY MONITORING SYSTEM
FOR THE NEW ANIMAL SHELTER

Recommendation: That the City Council authorize staff to enter into an agreement with STOP Alarm for the installation of a security monitoring system at the Animal Shelter.

Documentation: M.O. 05-060424

Disposition: Approved.

5. AUTHORIZATION FOR SPECIALIZED SERVICES-ALLMAX
SOFTWARE CUSTOM REPORT WORK

Recommendation: That the City Council:

1. Award the software custom report work to AllMax Software in the not to exceed amount of \$7,500;
2. Direct the Finance Director to initiate a Purchase Order to AllMax Software in the not to exceed amount of \$7,500; and
3. Direct the Finance Director to make payment to AllMax Software upon receipt of an invoice approved by the Public Works Director.

Documentation: M.O. 06-060424

Disposition: Approved.

6. AUTHORIZATION TO AWARD ANNUAL POLYMER PURCHASE
CONTRACT

Recommendation: That the City Council:

1. Award the Wastewater Treatment Facility Annual Polymer Contract to Aqua Ben Corporation for a submitted quote of \$1.85/pound for polymer HF 714F; and
2. Authorize the Public Works Director to sign the Wastewater Treatment Facility Annual Polymer Contract with the option to extend the contract for an additional one-year term providing both parties mutually agree to any price adjustments after the first year.

Documentation: M.O. 07-060424
Disposition: Approved.

7. AUTHORIZATION TO AWARD FERRIC CHLORIDE PURCHASE CONTRACT

Recommendation: That the City Council:
1. Award the Wastewater Treatment Facility Annual Ferric Chloride Contract to California Water Technologies for the submitted quote of \$0.265/wet lb for ferric chloride; and
2. Authorize the Public Works Director to sign the Wastewater Treatment Facility Annual Ferric Chloride Contract with the option to extend the contract for an additional one-year term providing both parties mutually agree to any price adjustments after the first year.

Documentation: M.O. 08-060424
Disposition: Approved.

8. AUTHORIZATION TO DISTRIBUTE REQUEST FOR QUALIFICATIONS (RFQ) FOR PROFESSIONAL CONSULTING SERVICES - DEVELOPMENT OF AN ACTIVE TRANSPORTATION PLAN

Recommendation: That City Council authorize staff to distribute a Request for Qualifications for Consulting Services for the development of an active transportation plan.

Documentation: M.O. 09-060424
Disposition: Approved.

9. APPROVAL OF THE 2024 UPDATE TO THE SANITARY SEWER MANAGEMENT PLAN

Recommendation: That the City Council approve the draft resolution, adopting the 2024 Update to the City of Porterville's Sanitary Sewer Management Plan.

Documentation: Resolution No. 27-2024
Disposition: Approved.

10. ANNUAL EMULSION PROGRAM FOR FISCAL YEAR 2024/2025

Recommendation: That the City Council:
1. Authorize staff to utilize emulsion distributor Standard Emulsion Inc. for the Fiscal Year 2024/2025;

2. Allow staff to substitute emulsion distributors pending schedule conflicts as ranked by the quote for services; and
3. Allow for fund expenditures as defined by the operation of services from the Self-Performed Street Maintenance Program.

Documentation: M.O. 10-060424

Disposition: Approved.

11. REQUEST FOR APPROVAL OF THE SELF-PERFORMED STREET MAINTENANCE PROGRAM FOR FISCAL YEAR 2024-2025

Recommendation: That the City Council:

1. Approve the Fiscal Year 2024-2025 Self-Performed Street Maintenance Program; and
2. Authorize the expenditure of \$2,000,000 in Fiscal Year 2024-2025 for the Self-Performed Street Maintenance Program.

Documentation: M.O. 11-060424

Disposition: Approved.

12. ANNUAL HAULING SERVICES FOR ASPHALT MAINTENANCE PROGRAM YEAR 2024/2025

Recommendation: That the City Council:

1. Authorize staff to utilize an annual hauling services contractor, Mike Clark Trucking, for the Fiscal Year 2024-2025;
2. Allow staff to substitute annual hauling contractor pending schedule conflicts as ranked by the quote for services;
3. Allow for fund expenditures as defined by the operation of services from the Capital Improvement Project List and Self-performed Street Maintenance Overlay Program; and
4. Authorize payment of services upon satisfactory completion.

Documentation: M.O. 12-060424

Disposition: Approved.

13. ASPHALT GRINDING PROGRAM FOR FISCAL YEAR 2024-2025

Recommendation: That the City Council:

1. Authorize staff to utilize annual grinding contractor J. Mack Enterprises, Inc. for Fiscal Year 2024-2025; and
2. Allow staff to substitute annual grinding contractor pending schedule conflicts as ranked by the quote for services.

Documentation: M.O. 13-060424

Disposition: Approved.

14. STREET STRIPING PROGRAM FOR FISCAL YEAR 2024-2025

Recommendation: That the City Council:

1. Authorize staff to utilize annual striping contractor T&T Pavement Markings and Products Inc. for Fiscal Year 2024-2025;
2. Allow staff to substitute striping contractors pending schedule conflicts as ranked by the quote for services;
3. Allow for fund expenditures as defined by the operation of services from the Self-Performed Street Maintenance program; and
4. Authorize payment of services upon satisfactory completion.

Documentation: M.O. 14-060424

Disposition: Approved.

15. AUTHORIZATION TO NEGOTIATE A CONSULTANT CONTRACT - TRANSIT MANAGEMENT, OPERATIONS, AND MAINTENANCE OF PORTERVILLE TRANSIT

Recommendation: That the City Council authorize staff to negotiate a scope of services contract with Tree's Sierra Management, Inc (dba SM Transit) for the Transit Management, Operations, and Maintenance of Porterville Transit.

Documentation: M.O. 15-060424

Disposition: Approved.

16. DESIGNATION OF AUTHORITY AND ASSIGNED ROLES TO THE FTA TRAMS AND ECHO SYSTEMS

Recommendation: That the City Council adopt the draft resolution designating authority and assignment of roles to the FTA's TrAMS and ECHO-web systems.

Documentation: Resolution No. 28-2024

Disposition: Approved.

17. CERTIFY FEDERAL FISCAL YEAR 2024 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

Recommendation: That the City Council authorize the City Manager and Attorney to sign and certify the Federal Fiscal Year 2024 FTA Annual Certifications and Assurance.

Documentation: M.O. 16-060424

Disposition: Approved.

18. AUTHORIZATION FOR CITY OF PORTERVILLE FIRE DEPARTMENT
TO HOST CHIEF FIRE OFFICER SERIES OF CLASSES

Recommendation: That City Council authorize the City of Porterville Fire Department to contract with Mike Kraus Leadership to present the Chief Fire Officer series consisting of classes 3A, 3B, 3C, and 3D certified by California State Fire Training in an amount not to exceed \$35,000.

Documentation: M.O. 17-060424

Disposition: Approved.

19. AUTHORIZATION FOR OUT OF STATE TRAVEL

Recommendation: That the City Council approve the out-of-state travel for a Porterville Police Detective to attend the Drug Enforcement Agency Illicit Hazardous Environment State and Local Basic Technician (SLT) Course in Quantico, Virginia.

Documentation: M.O. 18-060424

Disposition: Approved.

20. COOPERATIVE AGREEMENT WITH CALIFORNIA HIGHWAY PATROL
FOR USE OF THE POLICE FIRING RANGE

Recommendation: That the City Council:
1. Approve the Agreement for the period of 07/01/24, thru 06/30/27;
and
2. Authorize the Chief of Police to execute the agreement on behalf of the City of Porterville.

Documentation: M.O. 19-060424

Disposition: Approved.

21. JOINT FUNDING AGREEMENT WITH PORTERVILLE UNIFIED
SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICERS

Recommendation: That the City Council:
1. Approve the Agreement for Joint Funding for School Resource Officers with Porterville Unified School District for the period of July 1, 2024, through June 30, 2025; and
2. Authorize the Chief of Police to execute the agreements on behalf of the City of Porterville.

Documentation: M.O. 20-060424

Disposition: Approved.

22. JOINT FUNDING AGREEMENT BURTON SCHOOL DISTRICT FOR A
SCHOOL RESOURCE OFFICER

Recommendation: That the City Council:

1. Approve the Agreement with Burton School District for Joint Funding for a School Resource Officer for the period of July 1, 2024, through June 30, 2025; and
2. Authorize the Chief of Police to execute the agreements on behalf of the City of Porterville.

Documentation: M.O. 21-060421

Disposition: Approved.

23. ACCEPTANCE OF GRANT DEED BY DONATION FOR REAL
PROPERTY APN 259-040-047 FROM SMEE HOMES, INC.

Recommendation: That the City Council adopt the draft resolution for the acceptance of the donation of APN 259-040-047, approve the Agreement for Charitable Contribution of Real Property, and authorize the Mayor and City Manager to sign all necessary documents to complete the acceptance of the donation of the property.

Documentation: Resolution No. 29-2024

Disposition: Approved.

24. AUTHORIZATION OF LICENSE AGREEMENT FOR PORTERVILLE
ARMORY

Recommendation: That the City Council approve the license agreement with the California Military Department for the use of the Porterville Armory, and authorize the Mayor and City Manager to sign all necessary documents.

Documentation: M.O. 22-060424

Disposition: Approved.

25. APPROVAL OF COMMUNITY CIVIC EVENT - ST. ANNE'S PARISH -
CORPUS CHRISTI EUCHARISTIC PROCESSION - JUNE 8, 2024

Recommendation: That the City Council approve the Community Civic Event application submitted by the St. Anne's Parish to hold the Eucharistic Procession on June 8, 2024, within St. Anne's Catholic Church neighborhood subject to restrictions and requirements contained in the Application

and Agreement, Exhibit A and Exhibit B.

Documentation: M.O. 23-060424

Disposition: Approved.

26. APPROVAL OF COMMUNITY CIVIC EVENT - PORTERVILLE
CHAMBER OF COMMERCE - FLAG DAY CEREMONY - JUNE 14, 2024

Recommendation: That the City Council approve the Community Civic Event application from the Porterville Chamber of Commerce to hold the Flag Day Ceremony on Friday, June 14, 2024, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A, and Exhibit C.

Documentation: M.O. 24-060424

Disposition: Approved.

27. 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.

Documentation: M.O. 25-060424

Disposition: Approved.

SCHEDULED MATTERS

28. CONSIDERATION OF PROPOSED FISCAL YEAR 2024-2025 BUDGET
AND SETTING OF DATE FOR PUBLIC HEARING

Recommendation: That the City Council:
1. Consider the proposed 2024-2025 Fiscal Year Budget, providing any direction on modifications; and
2. Schedule a Public Hearing on the proposed Budget for Tuesday, June 18, 2024.

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

COUNCIL ACTION: MOVED by Mayor Martha A. Flores, SECONDED by Council Member Donald Weyhrauch that the City Council schedule a Public Hearing on the proposed Budget for Tuesday, June 18, 2024. The motion carried unanimously.

Documentation: M.O. 26-060424

Disposition: Approved.

29. CONSIDERATION OF DRAFT RESOLUTION CONCERNING THE IDENTIFICATION OF CRITICAL INFRASTRUCTURE

Recommendation: That the City Council approve the draft Resolution Approving the Designation of Specified Locations as Critical Infrastructure for Purposes of Municipal Code Chapter 18, Article VII.

City Manager Hildreth introduced the item and Community Development Director Claudia Calderon presented the staff report.

COUNCIL ACTION: MOVED by Mayor Martha A. Flores, SECONDED by Council Member Greg Meister that the City Council approve the draft resolution approving the designation of specified locations as Critical Infrastructure for purposes of Municipal Code Chapter 18, Article VII. The motion carried unanimously.

Documentation: Resolution No. 30-2024

Disposition: Approved.

AB 1234 REPORTS

1. Flag Day Committee - May 21, 2024
Council Member Meister spoke of the upcoming Flag Day Ceremony.

2. Tulare County Economic Development Corp. (TCEDC) Board - May 22, 2024
Mayor Flores reported on the approval of Minutes and financials, a presentation provided by Suley Saro of AES, project and client services, and staff updates.

3. Eastern Tule Groundwater Sustainability Agency Board Study Session - May 23, 2024
Council Member Weyhrauch reported on public comments that were made, and a study session related to Land Subsidence Management Area.

4. Tulare County Association Of Governments (TCAG) Sustainable Corridor Committee - May 30, 2024
Deputy City Manager reported on the beautification projects that will be going on in the Porterville area such as the Westwood and State Route 190 roundabout, State Route 65 Landscaping Projects, and two welcome signs at State Route 65 / Hwy 190 and State Route 65 / Westfield.

ORAL COMMUNICATIONS

- Cathy Capone, Porterville, stated that the Zoom application was only showing the agenda for the duration of the meeting.

OTHER MATTERS

- Council Member Beltran lauded the efforts of staff on annual budget item, spoke of his attendance at the Memorial Day Ceremony at Hillcrest Cemetery, and commended staff for their community outreach on social media.
- Council Member Weyhrauch spoke of his recent visit to The Mud House, discussed information concerning people selling personal property, commended the city staff for responding quickly to emails from the community, requested attention be paid to flags in disarray, and spoke of litter on Main Street.
- Council Member Meister congratulated Executive Assistant Lori Halleck on her recognition as Employee of the Month, spoke of the approval of Item No. 11, spoke of his attendance at the Memorial Day Ceremony at Hillcrest Cemetery, and spoke of the Facebook post he had published.
- Vice Mayor Carrillo thanked city staff for their efforts in creating the agenda, congratulated the Tule River Housing Authority on their new housing project, congratulated all students who have graduated this school year, and requested community members and staff to be cautious during the upcoming hot summer months.
- Mayor Flores spoke of her attendance at the KTIP Ribbon Cutting, the Military Banner Ceremony, and the retirement celebration of Don Sowers. Additionally, Mayor Flores explained that she would be unavailable to attend the upcoming Flag Day Ceremony due to her attendance at another event and that she has asked Council Member Meister to attend the ceremony and read the Freedom Days Proclamation in her absence.
- City Manager Hildreth spoke of the upcoming Summer Night Lights.

CLOSED SESSION

None.

ADJOURNMENT –

The Council adjourned at 7:52 p.m. to the meeting of June 18, 2024, at 5:30 P.M.

Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk

SEAL

Martha A. Flores, Mayor



CITY COUNCIL AGENDA – JUNE 18, 2024

SUBJECT: Authorization to Negotiate the Purchase of Police Vehicles

SOURCE: Police

COMMENT: Each year, the Police Department finds it necessary to purchase vehicles to replace aging vehicles in their fleet. As always, a careful evaluation is made of each particular vehicle to determine the actual need for replacement. Department staff has conducted a thorough evaluation of the fleet considering the age of the vehicles, mileage, maintenance costs, etc. In addition, the evaluation includes examining the assignment of vehicles to determine if reassignment of vehicles can increase overall efficiency and decrease costs.

At its meeting on November 1, 2022, the City Council authorized the police department to purchase several vehicles in accordance with the above-described process. Included with this authorization were four (4) unmarked Ford Explorer Police Vehicles for a negotiated price of \$238,463.12, under state contract. Due to ongoing supply chain issues with these vehicles, the department has been waiting over eighteen (18) months for the build and delivery of said vehicles.

In May of this year, department staff were notified that the vehicle order had been canceled by Ford Motor Company, the process would have to start over with either 2024 or 2025 Ford Explorers at the now-current pricing. Staff elected not to pursue this avenue of procuring vehicles again and sought out other options.

In conducting research to find suitable vehicles, department staff located a dealership in Colorado Springs, Colorado, where there are four new pursuit-rated Ford Interceptor Explorers ready for shipment. Department staff are requesting authorization to purchase these four (4) replacement vehicles (Ford Explorers) through Phil Long Dealership under their National Government Fleet Sales Contract. The Department is requesting authorization to purchase these vehicles per Resolution 35-93, which authorizes no-bid purchases through a cooperative purchase program. The Department has identified Phil Long Dealership as a provider of such a program for the desired vehicles, available under The Interlocal Purchasing System Contract #220304.

In addition to the vehicles themselves, department staff are requesting to upfit each vehicle with the necessary emergency and other tools by the County of Tulare IT Radio Communications Center before placing the vehicles into service.

Staff is requesting that the City Council authorize the negotiation for the purchase of the four (4) Ford Explorers up to a total cost not to exceed the

Item No. 2.

amount previously encumbered from the 2022-2023 budget (\$238,500), which is based on Manufacturer's Suggested Retail Price minus the applicable government discount.

Due to the unique purchasing parameters requested, staff is further requesting a ten percent (10%) contingency for the total cost of the vehicles based on the current economic market. The upfit of the vehicles will be done by the County of Tulare IT Radio Communications Center at a cost of \$24,315.87.

As previously noted, \$238,500 was already encumbered in the 2022-2023 budget. The total cost for the purchase and upfitting of these four police vehicles is estimated at \$219,355.87. The replacement vehicles and related equipment will be funded through the Equipment Replacement Fund.

RECOMMENDATION: That the City Council;

1. Authorize staff to negotiate for the purchase of four (4) Police Interceptor Ford Explorers up to a total cost not to exceed \$238,500, which is based on the Manufacturer's Suggested Retail Price plus tax, license, and applicable fees, as well as upfit of emergency equipment. Due to the unique purchasing parameters requested, staff is further requesting a ten percent (10%) contingency for the total purchase; and
2. Authorize payment to respective vendors upon receipt of listed equipment.

ATTACHMENTS:

1. Porterville PD Police Explorer Window Sticker
2. Porterville PD 2024 PIU Quote 5-30-24
3. County of Tulare/IT Radio Comm quote

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Patrice Hildreth, City Manager



ford.com

VEHICLE DESCRIPTION

POLICE INTERCEPTOR

RG A27887

2024 UTILITY AWD
119" WHEELBASE
3.3L TI-VCT V6 FFV ENGINE
10-SPEED AUTO TRANSMISSION

EXTERIOR
AGATE BLACK METALLIC
INTERIOR
EBONY CLOTH FRT/VINYL REAR

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE			
EXTERIOR 18" H.D.STEEL WHEELS 255/60R18 A/S BSW POLICE TIRES - CLASS III HITCH RECEIVER - DUAL EXHAUST SYSTEM - DUAL POWER MIRRORS - FULL SIZE 18" SPARE W/TPMS - HEADLAMPS - AUTO, LED LOW/HIGH INCLUDES FRONT HOUSING (W/ LED WIG-WAG) - KEY LOCKS (DR/PASS/LFTGT) - PRIVACY GLASS 2ND/3RD ROW	INTERIOR 35/30/35 SPLIT VINYL REAR - A/C W/AUTOMATIC CLIMATE CONTROL, DUAL ZONE - BLACK VINYL FLOOR COVERING - CERTIFIED SPEEDOMETER - CLOTH BUCKET FRONT SEATS - CONSOLE MOUNTING PLATE - ENGINE HOUR / IDLE METER - HTD SANITIZATION SOLUTION - PWR DR SEAT/6-WAY/M LUMBAR - RED/WHITE TASK LIGHTING - SEATBACK INTRUSION PLATES - TILT/TELESCOPING STEERING WHL W/ 4 CONFIGURABLE LATCHING SWITCHES	- UNIVERSAL TOP TRAY FUNCTIONAL - AM/FM/MP3/BLUETOOTH & USB - COLUMN MOUNTED SHIFTER - ENGINE OIL COOLER - FULL-TIME ALL WHEEL DRIVE SYSTEM - HEAVY DUTY SUSPENSION - HEAVY-DUTY 80-AMP BATTERY - INTERIOR TRUNK/LIFTGATE RELEASE - POLICE BRAKES: 4 WHL DISC W/ ABS & TRACTION CONTROL - POWER STEERING W/EPAS - REAR VIEW CAMERA - TRANSMISSION OIL COOLER	- TRANSMISSION-10-SPEED AUTO SAFETY/SECURITY 75 MPH REAR-CRASH TESTED - ADVANCETRAC™ WITH RSC® - AIRBAGS - FRONT AND SIDE - AIRBAGS - SAFETY CANOPY - SOS POST CRASH ALERT SYS - TIRE PRESSURE MONITOR SYS
WARRANTY 3 YR/36K MILE BUMPER-TO-BUMPER WARRANTY 5 YR/100K MILE POWERTRAIN CARE EXTENDED SERVICE PLAN (ZERO DEDUCTIBLE)			

INCLUDED ON THIS VEHICLE	(MSRP)	PRICE INFORMATION	(MSRP)
EQUIPMENT GROUP 500A		BASE PRICE	\$47,165.00
		TOTAL OPTIONS/OTHER	- 450.00
OPTIONAL EQUIPMENT/OTHER		TOTAL VEHICLE & OPTIONS/OTHER	46,715.00
.AM/FM STEREO		DESTINATION & DELIVERY	1,595.00
3.3L TI-VCT V6 FFV ENGINE	- 2,830.00		
10-SPEED AUTO TRANSMISSION	NO CHARGE		
AUX CLIMATE CONTROL	610.00		
GLOBAL LOCK/UNLOCK	NO CHARGE		
50 STATE EMISSIONS	NO CHARGE		
COURTESY LAMP DISABLE	25.00		
POLICE ENGINE IDLE FEATURE	260.00		
DRIVER SIDE LED SPOT LAMP	395.00		
BLIS (BLIND SPOT INFO SYSTEM)	545.00		
KEYLESS ENTRY - 4 FOBS	340.00		
4G LTE WI-FI HOTSPOT CREDIT	- 20.00		
STNLS STL HUB WHL CVR CREDIT	- 50.00		
REVERSE SENSING SYSTEM	275.00		
FLEX-FUEL CAPABILITY			
FRONT LICENSE PLATE BRACKET	NO CHARGE		

	RAMP ONE		TOTAL MSRP \$48,310.00
	CZ08	CONVOY	
	RAMP TWO	ITEM #: 56-R489 O/T 5B	Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance .
	This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.		SPECIAL ORDER RA241 N RB 2X 415 004573 01 24 24

EPA DOT

Fuel Economy and Environment

E85

Flexible-Fuel Vehicle Gasoline-Ethanol (E85)

Fuel Economy

19

MPG

Standard SUVs range from 13 to 102 MPG. The best vehicle rates 140 MPGe. Values are based on gasoline and do not reflect performance and ratings based on E85.

17

city

23

highway

5.3

gallons per 100 miles

You spend

\$4,500

more in fuel costs over 5 years compared to the average new vehicle.

Driving Range

Gasoline: 414 miles

Ethanol (E85): 305 miles

Annual fuel cost

\$2,850

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

Smog Rating (tailpipe only)

1

4

10

Best

1

6

10

Best

This vehicle emits 462 grams CO2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fuelconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$9,750 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.60 per gallon. This is a dual fueled automobile. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

Calculate personalized estimates and compare vehicles

Smartphone QR Code

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

★★★★★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash

Driver Passenger

★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash

Front seat Rear seat

★★★★★

Based on the risk of injury in a side impact.

Rollover

★★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-888-327-4236

1FM5K8AB7RGA27887



WARNING:

Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.



The modem is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle settings for connectivity options.

FordPass® Connect (optional on select vehicles), the FordPass App and complimentary Connected Service are required for remote features (See FordPass Terms for details). Connected service and features depend on compatible network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot. See your local Ford website for our privacy policy.

 FORD PROTECT®

Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

SCAN OR TEXT 1FRGA27887 TO 48028

Msg & Data rates may apply. Text HELP for help



www.ford.com/help/privacy-terms/



QUOTE TO: Porterville Police Department
ATTN: Lt. Mark Azevedo

QUOTE NUMBER	053024-1
QUOTE DATE	May 30, 2024
Agency PO #.	
CES PO#	
TERMS	Due on Receipt
SALES REP	Herman Sanchez
SHIPPED VIA	Driver
F.O.B.	
PREPAID or COLLECT	

PRICE AGREEMENT : T.I.P.S. (The Interlocal Purchasing System) # 220304			
2024 Ford Police Explorer Interceptor Non Eco- Boost Exterior: Agate Black			
QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
4	Ford Utility Interceptor, Mid Size, four Door, AWD Police Pursuit Rated (Incl. Dark Car Feature, Driver Side Spotlight, Backup Camera, Police Engine Idle, Reverse Sensing, BLIS, Global Unlock, Keyless Entry)	48,310.00	\$193,240.00
4	Available Government Discount	(1,500.00)	(\$6,000.00)
4	Transport To: 350 North D Street Porterville, CA 93257 ** Vehicles will not come with hubcaps due to Manufacturer No longer making hubcaps**	1,950.00	\$7,800.00
Additional Information:			195,040.00
Proposal valid for 30 Days			
			\$195,040.00
			Total
			AMOUNT

DIRECT ALL INQUIRIES TO:
Herman Sanchez
(505) 250-9388
email: hsanchez@phillong.com

Phil Long Ford of Denver
7887 W. Tufts Ave.
Denver, CO 80123

THANK YOU FOR YOUR BUSINESS!



CITY COUNCIL AGENDA – JUNE 18, 2024

SUBJECT: Authorization to Purchase Bleachers for the Santa Fe Sportsplex through CDBG Park Improvement Funds

SOURCE: Parks and Leisure Services

COMMENT: The Parks and Leisure Services Department purchases park amenities through Community Development Block Grant (CDBG) Park Improvement Funds on an annual basis as funding permits. The funding source stipulates that purchases must be for facilities within an eligible census block. The future site of the Santa Fe Sportsplex, just north of Santa Fe Elementary School, is within one of the eligible census blocks. Design of the Master Plan for the future Library and Santa Fe Sportsplex is underway. Once fully funded, the Sportsplex will include mini-pitch soccer arenas, multi-sport arenas, pickleball courts, a large picnic shelter, and a restroom/storage building.

In order to expend funds on time and satisfy the expenditure requirements of HUD, the City has prepared to make a park amenity purchase. To plan ahead, City staff recommends purchasing site-related amenities in anticipation of the upcoming construction of the Sportsplex project. Bleachers have not been an amenity listed in any grants to date, and are needed in order to provide spectator seating for the public. One bleacher included in the order will be ten (10) rows x 27' long, have an aluminum frame and guardrail, and have room for four (4) ADA accessible spots on the first row. The other portion of the order is for five (5) bleachers which will be three (3) rows x 27' long, have an aluminum frame, and double foot planks for added safety.

Five vendors were solicited to provide quotes. Three of the vendors carried three-row and ten-row bleachers, with only one of those three providing ADA accessibility. The results were as follows:

WillyGoat	\$57,092.71
Kay Park Recreation	\$50,875.07
On Deck Sports	\$63,768.08

WillyGoat was the only vendor who could provide ADA accessible bleachers, so staff recommends purchasing the bleachers from them. Funding for this purchase is available in the Community Development Block Grant Park Improvement Fund.

RECOMMENDATION: That the City Council authorize the purchase of bleachers for the future Santa Fe Sportsplex through Community Development

Block Grant Park Improvement Funds from WillyGoat for
\$57,092.71.

ATTACHMENTS:

1. SantaFeRegionalSportsplex_5.9
2. Future Sportsplex Locator Map
3. Bleacher Quotes

Appropriated/Funded:

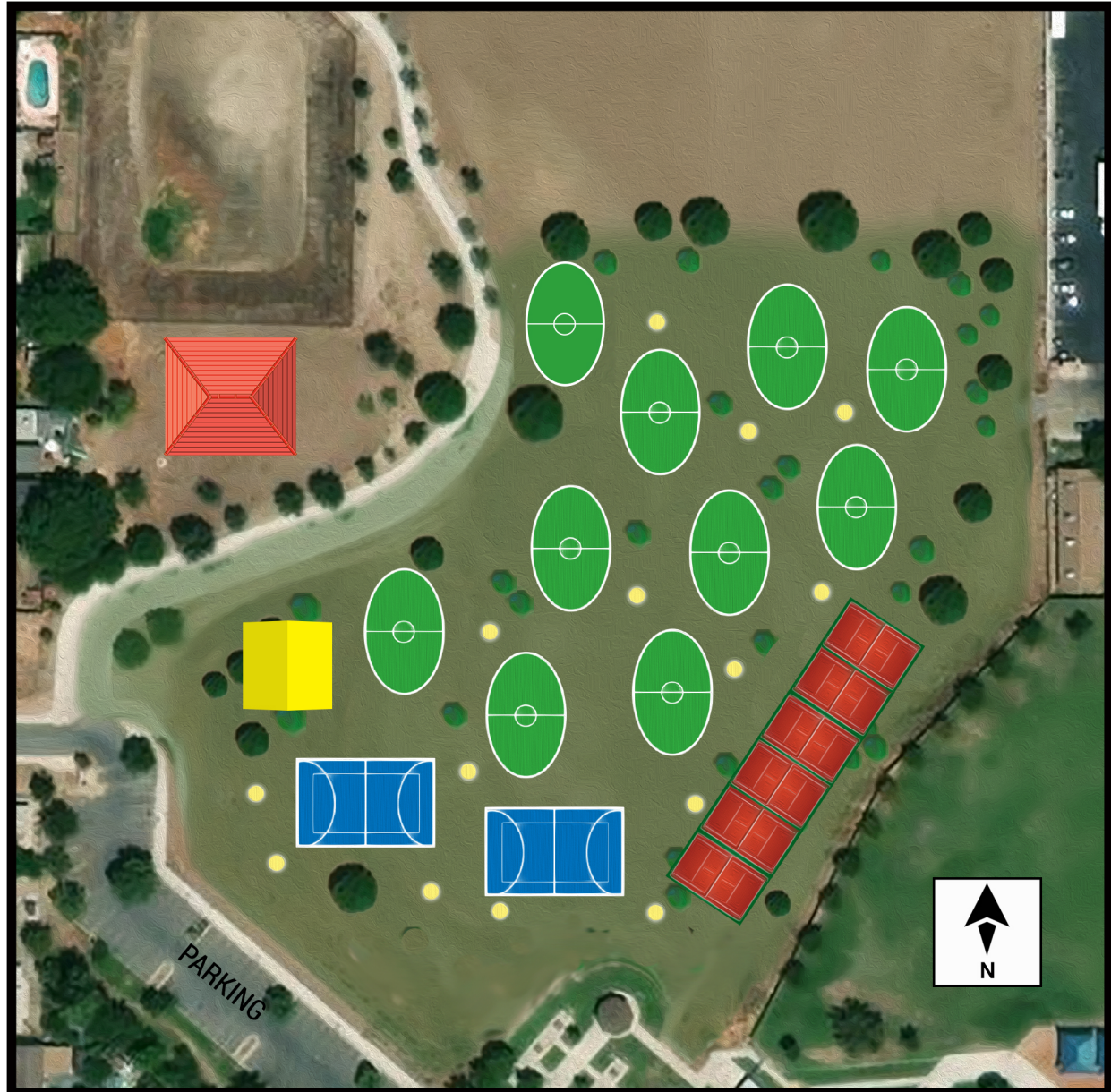
Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Patrice Hildreth, City Manager

SANTA FE REGIONAL SPORTSPLEX

Porterville, CA ♦ Site Features



PROJECT COMPONENTS



Multi Sport Arena
60 x 100'



Restroom
25 x 35'



Pickleball Court
20 x 44'



Landscape



Mini Pitch Arena
50 x 80'



Picnic Gazebo
40 x 40'



Light

Locator Map Future Sportsplex



-  Project Location
-  City Limits

1 in = 500 feet



WillyGoat Equipment Quote #D28028

WillyGoat Toys & Playgrounds <fun@willygoat.com>

Thu 6/6/2024 9:44 AM

To:Donnie Moore <dmoore@ci.porterville.ca.us>

This sender is trusted.



QUOTE #D28028

WillyGoat Quote

Below is the quote you requested. All quoted prices assume payment via ACH, check, or wire. Paying with a credit card will void any discounts. To place an order, please give us a call or reply to this email at fun@willygoat.com. Checks can be mailed to PO Box 59278, Birmingham, AL 35259.

Quote summary

	3 Row Preferred Bleachers × 5 27 Feet / Galvanized Steel NB-0327GPRF	\$20,741.00
	ADA Series Bleachers × 1 10 / 27 Feet / Chain-link Guardrail NA-1027ADA_CL	\$29,027.40
Discount 	GOOD THROUGH 6-30-2024	-\$2,600.00
Subtotal		\$47,168.40
Shipping		\$8,106.00
CA STATE TAX		\$1,179.45

CA COUNTY TAX	\$49.14
CA CITY TAX	\$294.86
TULARE COUNTY DISTRICT TAX SP	\$98.29
TULARE CO LOCAL TAX SL	\$196.57

Total **\$57,092.71 USD**
 You saved \$2,600.00

To pay via wire or check, please [give us a call](mailto:fun@willygoat.com) or email us at fun@willygoat.com

Customer information

Shipping address

Donnie Moore
 City of Porterville Parks and Leisure
 291 N Main St
 Porterville CA 93257-9048
 United States

Shipping method

Freight Shipping
 \$8,106.00

Store information



Kay Park Recreation

Making People Places, People Friendly Since 1954

Sales@kaypark.com; www.kaypark.com
1301 Pine Street
Janesville, IA 50647-1028
Phone: 800-553-2476; Fax: 319-987-2127

Sales Quote

Page 1 of 1

Quote ID: 06042401CA
Quote Date: 06/04/2024
Date Printed: 06/06/2024
Prepared By: KAMMEYER, BROOKLYN

CTYPTV

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

Ship To: CITY OF PORTERVILLE

PORTERVILLE, CA 93257

Contact: DONNIE MOORE

Phone:

Fax:

E-Mail: DMOORE@CI.PORTERVILLE.CA.US

WEB

CITYOF

Carrier: ESTES

Payment Terms: Net 30 Days



24 Hour Call Ahead



Liftgate



Residential Delivery

Item	Model and Description (Below)	Color Information (If Applicable)	List Price	Disc (%)	Net Price	Qty	Item Total
1.	BLG10A27V4F4 10 ROW GALV BLG FRAME W/ ALUM PLANK 27' & FOOTBOARDS W/ VERT RAILS 4"		\$26,288.00	10.00 %	\$23,659.20	1	\$23,659.20
2.	BLRG3A27 3 ROW 6" RISE GALV BLEACHER FRAME WITH 27' ALUM PLANK		\$4,258.00	10.00 %	\$3,832.20	5	\$19,161.00

TOTAL SAVINGS APPLIED! \$4,757.80

Total Weight: 6880 Lbs.

Sub-Total: \$42,820.20
Shipping/Handling: \$4,094.00
Tax If Applicable: \$3,960.87
Total Amount: \$50,875.07

☒ Freight charges do not include off loading unless liftgate is checked.

☒ Freight charges may vary due to fuel surcharges.

☒ Site preparation and assembly not included.

☒ Due to volatile material costs quotes are only good for 15 days.

Sales tax has been added based on the Ship To state. It can be removed with a valid sales tax exemption.



Quote

15 Pacella Park Dr, Suite 240
Randolph, MA 02368
Phn: 800.365.6171
Fax: 508.580.0211
www.OnDeckSports.com
800.365.6171

Date	Quote #
6/6/2024	QT5402927

Bill To
attn Donnie Moore City of Porterville Parks & Leisure 291 N Main St Porterville CA 93257

Ship To
attn Donnie Moore City of Porterville Parks & Leisure 291 N Main St Porterville CA 93257

Product Quote Expires	Shipping Quote Expires In	Sales Rep	Phone #
7/6/2024	5 days	Ryan Kane	

Memo

Item	Quantity	Units	Description	Options	Rate	Amount
BL7632	5		Low-Rise Bleachers - Aluminum Preferred 27'		4,898.99	24,494.95
Loyalty Discount			Preferred Customer Discount		-5.00 %	-1,224.75
BL7784	1	EA	VIP Bleachers 10-Row 27' vertical railings without aisle		26,914.99	26,914.99
Loyalty Discount			Preferred Customer Discount		-5.00 %	-1,345.75
Shipping costs included are for shipping to a Limited Access address like a school, field, shopping center, etc. If initial delivery attempt is missed, a redelivery fee may apply.						
Any added services like lift gate, change of address, inside delivery, etc. must be agreed to in writing and paid for before they will be authorized.						
FOR FREIGHT SHIPMENTS, CUSTOMER IS RESPONSIBLE FOR UNLOADING THE PRODUCTS OFF THE FREIGHT TRUCK AT THE TIME OF DELIVERY. ON DECK SPORTS RECOMMENDS SIGNING FOR ALL FREIGHT SHIPMENTS AS POSSIBLE CONCEALED DAMAGE.						

Subtotal	48,839.44
Shipping Cost (Freight Other)	10,410.99
Total Tax	4,517.65
Total	\$63,768.08

We look forward to doing business with you.

Customer returns will require an On Deck Sports return authorization number. In addition, such returns will be subject to a freight charge to return the product to On Deck Sports and a restocking fee.

On Deck Sports does not accept returns on used turf and certain custom products. For further details related to On Deck Sports return policies refer to our website at www.ondecksports.com/returns.



CITY COUNCIL AGENDA – JUNE 18, 2024

SUBJECT: Authorization to Purchase Applicant Tracking Software and Services with NEOGOV

SOURCE: Administrative Services

COMMENT: As staff works to update systems to take advantage of technology for improved efficiencies, a need to update the process by which new employees are recruited and hired has been identified. In considering the options best suited to our organization, staff has reviewed three applicant tracking and online recruitment software service packages specializing in public sector employment. These are all-inclusive, internet-based systems that provide the benefits of consolidating all recruitment and applicant information into one system.

The following bids were received:

<u>Vendor</u>	<u>Start-Up</u>	<u>two-year contract</u>	<u>Total</u>
NEOGOV	\$4,800	\$35,299	\$40,099
icIMS	\$17,000	\$58,000	\$75,000
Workday	\$1.1-1.2M	\$250,000	\$1.4-1.5M

It is staff's recommendation that the City engage the services of NEOGOV. NEOGOV is designed with public agencies in mind and offers greater access to benefits that will help expedite the recruitment and onboarding process. NEOGOV has become one of the most highly used recruiting software for many public agencies and is currently used by many agencies in the surrounding area. Once candidates create an account, their information and resumes are accessible to other agencies, making it a strong tool for recruitment. NEOGOV makes it easier to contact and engage with applicants via email and text message, which has the potential to increase the number of applicants who respond to interview invitations. The funds for the start-up and two-year contract of \$40,099.00 have been included in the 2024/2025 Human Resources Division budget.

RECOMMENDATION:

1. Approve a contract with NEOGOV for the applicant tracking software and services at a cost of \$4,800 for start-up, \$35,299 for the first two years, and \$25,000 annually thereafter; and
2. Authorize the Administrative Services Director to sign the agreement on behalf of the City.

ATTACHMENTS:

1. NEOGOV Quote
2. iCIMS Quote
3. Workday Email Quote

Appropriated/Funded:

Review By:

Department Director:

Yuliana Andrade, Acting Administrative Services Director

Final Approver: Patrice Hildreth, City Manager



NEOGOV

HUMAN RESOURCES MANAGEMENT SUITE

for the public sector

Exhibit A
Order Form



NEOGOV

Governmentjobs.com, Inc. (dba "NEOGOV")
2120 Park Pl, Suite 100
El Segundo, CA 90245
United States
billing@neogov.com
Sales Rep: Alex Oberheide

Customer:

Porterville, City of (CA)
291 N. Main St.
Porterville, CA 93257
USA

Quote Valid From: 06/10/2024
Quote Valid To: 07/09/2024

Quote Number: Q-10098
PaymentTerms: Annual,Net 30
Subscription Term in Months: 24

Employee Count: 302
Order Summary

Year 1

Service Description	Start Date	End Date	Term Price
Custom Bundle			\$12,033.00
Includes Insight License, Onboard License, Candidate Text Messaging (CTM), Government Jobs,			
Year 1 TOTAL:			\$12,033.00

Year 2

Service Description	Start Date	End Date	Term Price
Custom Bundle			\$23,266.00
Includes Insight License, Onboard License, Candidate Text Messaging (CTM), Government Jobs,			
Year 2 TOTAL:			\$23,266.00

Year 1

Service Description	Start Date	End Date	Term Price
Custom Bundle Setup and Training			\$4,800.00
Year 1 TOTAL:			\$4,800.00

ORDER TOTAL:

\$40,099.00

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

- Initial Term: 24 months

**"Porterville, City of
(CA)"**

Signature:

Print Name:

Date:

Investment Summary

Submitted to:



**Prepared by:
Thomas Hoehl
6/4/2024**

iCIMS is the talent cloud company that empowers organizations to attract, engage, hire, and advance the right talent that builds a diverse, winning workforce. iCIMS accelerates transformation for a community of approximately 6,500 customers, including nearly half of the Fortune 100, that employ more than 35 million people worldwide. For more information, visit www.icims.com.

Leave your challenges to us.

We believe in providing powerful tools that propel your recruitment efforts forward.

Focus: We are solely dedicated to getting recruitment right and investing in our product is a top priority. Employers need a partner who is laser-focused on applying new technologies, including Google for Jobs, artificial intelligence, analytics, machine learning, and new communication platforms to source and hire great talent. We span across multiple functions and plug-in partner technology seamlessly to support your strategy.

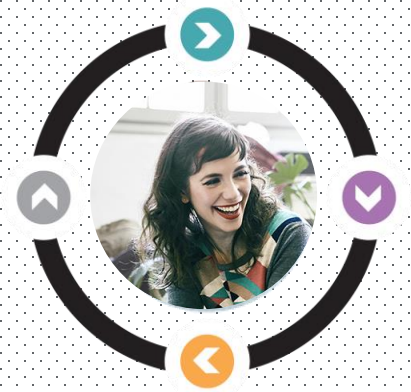
Deep experience: We apply two decades of experience, and insights from over 6,500 global organizations across every sector and hiring type to ensure each client's success.

A differentiated candidate experience: We help employers manage their entire talent-acquisition process, from building a strong pool of qualified prospective hires to new-hire onboarding, all while simultaneously protecting candidates' privacy and data in accordance with their needs.

An intuitive experience: We solve recruiting complexity with an easy, scalable, and configurable experience for recruiters, candidates, human resources, hiring managers, information technology, and developers.

Unified data to improve recruiting: Employers can integrate their preferred third-party applications within our single solution for a unified view of talent-acquisition data and analytics to track and improve recruiting.

Superior client support: We deliver great outcomes for our clients through award-winning customer support.



icims® Talent Cloud

attract > engage > hire > advance

Leverage the entire iCIMS Talent Cloud, or individual products based on your unique recruiting strategies. Our solutions provide recruiters with tools to identify top talent and move candidates through the hiring process as efficiently as possible.



Applicant Tracking



Spend less time looking through records in multiple locations and increase your time-to-fill in one place. Track and store every part of the hiring process in one easy-to-navigate solution.

Key Benefits:

- Manage the entire talent lifecycle from one platform
- Free up recruiter time to focus more on candidate relationships
- Personalize the candidate experience with configurable workflows
- Quickly adapts with your recruiting strategy
- Gain more flexibility and control over the virtual hiring process
- Reduce bias in the screening process with resume redaction and AI matching

Text Engagement



Connect with candidates and employees faster through the mobile-first applications they use most.

Key Benefits:

- Engage talent via mobile and increase response rate by 8x compared to email
- Expand talent reach via SMS, WhatsApp, Facebook Messenger, and virtual events
- Accelerate talent pipeline growth and conversions
- Reduce ghosting with simple, self-service scheduling
- Keep engagement compliant and secure

Offer Management



You're always competing for top talent, in any hiring environment. Gain critical speed by eliminating bottlenecks that stand in the way of extending a formal offer letter within a moment's notice. Build, manage, and deliver offer letters with ease, and sync data right from your applicant tracking system.

Key Benefits:

- Fill jobs one week faster (based on iCIMS data)
- Mobile-friendly experience for faster acceptance
- Eliminate errors, typos, etc.
- Create consistent and compliant processes

Onboarding

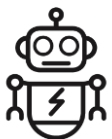


Fill the critical gap between an offer letter accepted and a new hire's first day. Achieve this with full insight into their engagement and task progress along the way.

Key Benefits:

- Onboard early to boost retention and productivity
- Stay connected to new hires with personalized content
- Gain visibility on task status and flag potential risk
- Ensure compliance with digital forms and paperwork
- Transition information to core HR systems with ease

Candidate Relationship Management



Talent isn't always ready to apply when you're looking to fill roles. Develop and retain connections with active and passive job seekers, and keep these leads engaged until the time is right.

Key Benefits:

- Build and maintain talent pools to fill roles faster
- Surface your more qualified candidates using AI-powered candidate-to-job profile matching
- Track candidate interest and activity
- Automated email campaigns to stay connected and remain top of mind
- Manage in-person and virtual recruiting events
- Expand your reach to create a more diverse talent pipeline

Integrations



Unify your talent technology stack and streamline your workflows with integrations into hundreds of partner solutions.

Key Benefits:

- Scale faster — using less resources — with standardized integrations into HCMs, background screening providers, and many more
- Accelerate talent transformation with flexible, API-led connectivity
- Deliver integrated recruiting experiences into the tools your teams use every day, like Microsoft Teams

Dynamic Talent Profile



Gain 360-degree visibility into your candidates and employees to enable conversations with context using a single profile that pulls in candidate data from across the iCIMS Talent Cloud.

Key Benefits:

- Make faster, better-informed hiring decisions with an end-to-end view of candidate activity and history
- Personalize the candidate experience with real-time profile insights
- Connect candidate data for one unified view by integrating 3rd party partner data
- Quickly make employee recommendations with a simple, AI-powered mobility view

Talent Cloud AI



Dramatically improve overall recruiter productivity to accelerate resume review, compare candidates, and eliminate unintentional bias through automated and data-driven assessments. Automatically route best-fit and close-match profiles directly into your hiring workflow and invest valuable recruiting time on your most qualified candidates.

Key Benefits:

- Dynamically engage talent with personalized experiences
- Confidently improve diversity hiring practices
- Automate and simplify work
- AI that is built for talent and embedded within your current hiring tools

Career Sites



Turn your career site into a marketing engine that brings in a higher volume of qualified candidates, keeps them engaged with personalized content, and tracks their progress through the hiring process.

Key Benefits:

- Highlight your brand and commitment to diversity in an authentic way
- Personalized job recommendations and alerts
- Measure your marketing ROI
- Mobile responsive for easy viewing and credential attachment
- Engage with chat and employee-submitted videos
- One view across multiple back-end ATS or HCM Systems

Digital Assistant



Enhance your career site and talent marketplace by empowering candidates and employees with an AI-powered chatbot.

Key Benefits:

- Build candidate pipeline
- Reduce applicant drop off
- Streamline steps in virtual interview scheduling
- Expanded job search
- Automate recruiting tasks
- Strengthen opportunities for internal mobility

Your Team

Your team is comprised of dedicated people who are familiar with all size, complex system deployments:

Implementation Manager:

helps set up, configure, and validate the system

Account Executive:

serves as your main point of contact and advocate

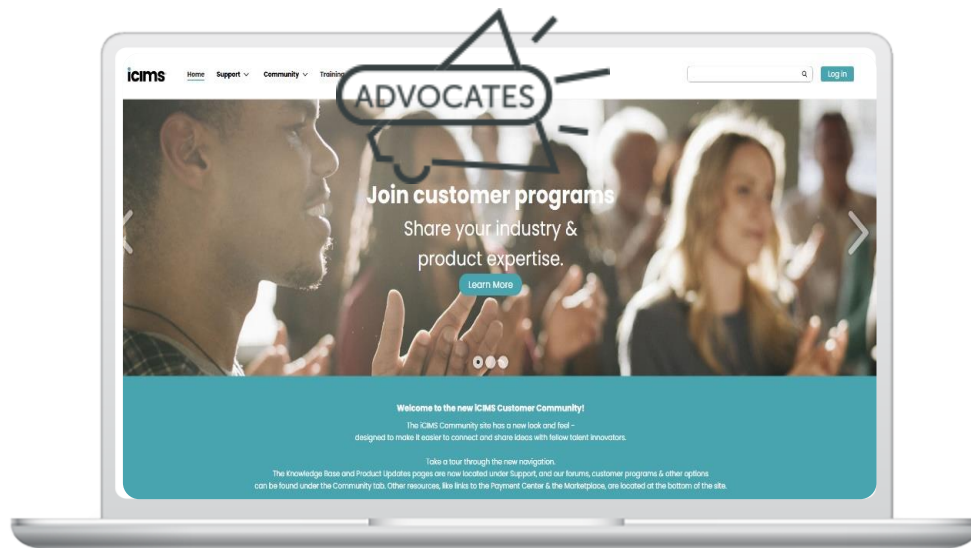
Support:

access to training videos, live webinars, industry insights

Subject Matter Experts:

U.S.-based 24/5 live support to assist with technical customer needs

Your Community



- In the [iCIMS Community](#) you can exchange platform usage tips, ask questions and network with members of our large and diverse customer base.
- Through our [Customer Programs](#), you can get involved and collaborate through advocacy opportunities, feedback panels for future product releases and industry events.

Implementation Overview

DESIGN

Discovery & Planning

What Are My Company's Unique Needs?

iCIMS Professional Services will assist with identifying key project goals and will translate these goals into a project plan for your implementation. During this phase, you will discuss the various business processes that will be supported within the platform and a rollout strategy.

MODEL

Project Kickoff & Discovery

What's in the Box?

As an introduction to the functionality of the platform, your Implementation Manager will suggest the initial configurations and provide a "What's in the Box" review of your system. This establishes a knowledge baseline for the remaining stages of implementation.

How Can iCIMS Meet My Needs?

This phase encompasses the configuration of your instance of the Talent Cloud. Your Implementation Manager will provide best practice consulting based upon his/her implementation experience to enhance the way in which these features are made available.

REFINE

System Configuration

What Happens to My Existing Data?

Pre-existing data such as jobs/requisitions and resumes, as well as relational data can be migrated into your instance of the platform. Many customers are also interested in integrating iCIMS with third-party tools. iCIMS will work with you to develop integrations with these back-end technologies. Additional costs may apply for such services.

How Can I Learn and Validate My System?

This stage will give you time to test and confirm all platform configurations to ensure that they accurately reflect your workflow needs as well as any integration data flow. iCIMS will continue to support the validation of integrations and data conversion throughout our partnership. This stage culminates with the official launch of the platform as your career portals are linked to your corporate and/ or Intranet website and candidates start flowing into your database.

LAUNCH

Testing & Go-Live

How Do I Transition Out of Implementation?

SUCCESS

Support

At this point, your instance of the platform has been configured to meet the project goals and is live. Your Implementation Manager will provide post-go live support for a period of time. Our Technical Support team will work with you after the transitional period with your implementation team concludes.

Customer Support

Customer success is at the heart of everything we do through proactive dedication and commitment to satisfying and delighting our customers.

Every client has access to [award-winning customer support](#) as part of their contract with iCIMS. You won't find empty promises or inaccessible support here.

We'll work tirelessly to ensure you have every resource you need to be successful in your talent acquisition initiatives.



Support Availability



iCIMS' Technical Support is available in English by phone or web 24 hours a day, 5 days per week starting at 9 PM Sunday until 9 PM. Friday regionally, excluding iCIMS-recognized holidays.

In terms of issue resolution outside of these hours, the iCIMS Database Administration team is on-call internally 24x7 in support of our SLA.

In addition, iCIMS support teams maintain the [iCIMS Community](#) that provides clients with access to a wide range of training videos, documentation, news, and additional resources.

All materials are provided with the goal of improving each user's experience with the platform and increasing user adoption.

Contacting Support

Technical Support inquiries submitted via the support option within the iCIMS Community is the preferred method of outreach, as it allows iCIMS to support customers in the quickest and most efficient manner.

Within the iCIMS Community, customers can easily view open and previously submitted tickets, and keep fully informed on the status of their requests.

Visit care.icims.com.



Customer Training

You'll have access to an array of educational tools and training solutions. These comprehensive training resources are provided in different formats, such as live webinars, chaptered videos, micro-learning clips, and immersive virtual blended classes.

Designed to promote system adoption and knowledge, the educational materials include:

- Live, and recorded, webinars on our products, including in-depth coverage of system features.
- On-demand chaptered training videos with the ability for users to watch or skip chapters
- Brief, two-to-five-minute learning clips that address system FAQs
- Quarterly live and recorded webinars
- **iCIMS Level Up** tracks are available for both User Admins and Recruiters. These programs are highly interactive and immersive, containing a blend of self-directed learning in combination with instructor-led, group activities, hands on labs and more. Three proficiency levels guide users from the Essentials, through Intermediate, to Advanced level proficiency. (*These are fee-based programs*)



More information regarding training, documentation and other resources is maintained on the [Customer Community](#) and can also be accessed via the help feature in the iCIMS ATS.

Price Quote for 36 Months

Recurring Services

Product	Annual Price Year 1	Annual Price Year 2	Annual Price Year 3
• Applicant Tracking • Offer Management • Onboarding • Text Engagement (1)	\$25,000	\$33,000	\$40,000

One-time Services

Product	Price
Implementation (one time cost)	\$17,000

Fw: Workday Quote

Aileen Calderon <acalderon@ci.porterville.ca.us>

Mon 6/10/2024 2:12 PM

To: Yuliana Andrade <yandrade@ci.porterville.ca.us>



Aileen Calderon
Human Resources Aide
City of Porterville
Administrative Services Department
Human Resources Division
291 N Main St., Porterville, CA 93257
p: 559.782.7441 f: 559.782.7452
www.ci.porterville.ca.us

From: Alex Foster <alex.foster@workday.com>**Sent:** Friday, July 28, 2023 2:43 PM**To:** Aileen Calderon <acalderon@ci.porterville.ca.us>**Subject:** Workday Quote

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#)

Hi Aileen,

Happy Friday! Danielle just reached out to me, letting me know you guys were interested in the quote. While I cannot get you the exact numbers, what you can expect would be around our deal minimum of 250k plus an implementation of 1.1-1.2 million. If that is something you think can be approved, I can get a meeting scheduled with an Account executive who could do a deeper dive into the cities needs and exact items that would be added to your suite.

Hope this helps and have a great weekend.

Feel free to let me know if you have any other questions,

-Alex

Alex Foster | Corporate Sales Development | 801-643-2214 | alex.foster@workday.com



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

🌱 Thank you for considering the environment.

disclosure unless otherwise exempt under the Act.



CITY COUNCIL AGENDA – JUNE 18, 2024

SUBJECT: Ice Machine Replacement at Fire Station 72 Training Facility

SOURCE: Fire

COMMENT: The Fire Department Training Facility and Station 72 have been equipped with a commercial-grade ice machine that has served various functions, including providing ice for firefighter training, rehabilitation during incidents, and general station use. Additionally, this machine has been a resource for other city departments. Recently, the ice machine has become irreparable because of a mechanical failure, and due to its age, replacement parts are no longer available.

Replacing the ice machine is crucial for ensuring the operational readiness and safety of firefighters and other city personnel. The ice machine plays a vital role in our emergency response and training activities, ensuring that ice is readily available for hydration and injury management.

Staff has requested bids from local area vendors with the ability to install the new machine for a quote to replace the current unit.

Mike Woods Air Conditioning \$9,200.00
Central Valley Refrigeration \$9,447.00
J&E Restaurant Supply \$10,074.23

Mike Woods Air Conditioning came in with the lowest bid at \$9,200.00. Due to the quickly changing marketplace, staff requests the addition of a ten percent (10%) contingency. Staff recommends purchasing the new ice machine, with installation, from Mike Woods Air Conditioning, in an amount not to exceed \$10,120. Funds are available for this purchase in the Department's annual budget.

RECOMMENDATION: That the City Council approve the replacement and installation of a new commercial-grade ice machine for the Fire Department Training Facility and Station 72, at a cost not to exceed \$10,120 from Mike Woods Air conditioning.

ATTACHMENTS:

1. Mike Woods Ice Machine Quote
2. Central Valley Refrigeration Ice Machine Quote
3. J&E Ice Machine Quote

Appropriated/Funded:

Review By:

Department Director:
Shannon Skiles, Deputy Fire Chief

Final Approver: Jason Ridenour, Deputy City Manager

PROPOSAL / CONTRACT

Mike Woods Air Conditioning
1083 N. Lindale Pl.
Porterville, CA 93257
(559) 782-9226
CA State Contractors License #566041

6/11/2024

Proposal Submitted To: City of Porterville
Fire Department
500 N. Newcomb
Porterville, CA 93257

Description of Work to Include: New Ice Maker and Bin. Koolair made by Manitowoc, Model # KDT1000A-261, which makes 892 pounds per 24 hours at 70 degrees ambient, full cube size (1" square) and new K970 Bin, 882 pounds capacity. Includes manufacturer 3 years parts and labor warranty. Unit must be serviced annually, which must include a new water filter cartridge and removal and cleaning of all water parts.

Total Amount of Proposal: \$8300 for equipment only. Installation to be time and material, approximately \$900.00.
All prices are good for 30 days.

Terms: Payment for equipment upon delivery of equipment. The payment for installation is due upon completion.

Please Sign and Return:

Authorized Signature: _____

Title: _____ P.O. Number: _____

Date: ____/____/____

Thank You!

Central Valley Refrigeration

Lic. # 873131

P.O. Box 1567 Tulare CA 93275

(559) 688-7959 (Office)

(559) 688-4278 (Fax)

Page No. _____ of _____

PROPOSAL

PROPOSAL SUBMITTED TO Porterville Fire		TODAY'S DATE 6/11/24	LOCATION Porterville
PHONE NUMBER 559-772-2349	ATTENTION Issac Buller	JOB NAME Ice Machine Replacement	
ADDRESS, CITY, STATE, ZIP 500 N. Newcomb Ave, Porterville, Ca		EMAIL ibuller@ci.porterville.ca.us	

Quotes for New Ice Machine

- 1) Hoshizaki KM-1100MAJ full cube Ice Machine head with Hoshizaki B-900SF Ice Storage Bin
\$10611.00
Includes Tax and Freight
- 2) Hoshizaki KM-901MAJ full cube Ice Machine Head with Hoshizaki B-900SF Ice Storage Bin
\$9725.00
Includes Tax and Freight
- 3) Manitowoc Koolaire KYT1000A full cube Ice Machine Head with K970 Ice Storage Bin
\$8817.00

Include Installation of New Machine ADD \$630.00
Include 3M Cuno HF95-S Water Filter Assembly ADD \$400.00

All Machines come with 3 Years Parts and Labor Warranty 5 Year on Compressor and Evaporator Plate

Note: Manitowoc and Hoshizaki both have price increases July 1 2024. If ordering units past that date the quote will have to be resubmitted with new pricing.

We propose hereby to furnish material and labor – complete in accordance with above specifications for the sum of:
SEE ABOVE _____ dollars (\$ _____)

Payment as follows: Within 30 days of completion

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

Authorized
Signature _____

Note: this proposal may be withdrawn by us
if not accepted within **30** days.

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

Signature _____

Signature _____

Date of Acceptance _____

Project:
BULLER

From:
J&E Restaurant Supply Inc.
Pete Flores
701 N Burke St.
Visalia, CA 93292-3823
(661)631-1584
(559)713-6621 (Contact)

Job Reference Number: 15942

Item	Qty	Description	Sell	Sell Total
2	1 ea	ICE MAKER, CUBE-STYLE Manitowoc Model No. IYT0900A Indigo NXT™ Series Ice Maker, cube-style, air-cooled, self-contained condenser, 30"W x 24-1/2"D x 26-1/2"H, production capacity up to 865 lb/24 hours at 70°/50° (750 lb AHRI certified at 90°/70°), easyTouch display with 13 different language options, date/time stamp display, automatic reminder/alert icon, one touch asset information, automatic detection of accessories, continuous operating status, programmable production options (time, weight, day or night), one touch cleaning with displayed instructions, Alpha-San anti-microbial protection, acoustical ice sensing probe, self-diagnostic technology, DuraTech™ exterior, half-dice size cubes, R410A refrigerant, NSF, cULus, CE, ENERGY STAR®	\$6,495.00	\$6,495.00
	1 ea	WARRANTY-ICE-SC 3 year parts & labor (Machine), 5 year parts & labor (Evaporator), 5 year parts & 3 years labor (Compressor), standard		
	1 ea	(-261) 208-230v/60/1-ph, 9.5 amps		
	1 ea	D970 Ice Bin, 48"W x 34"D x 50"H, with side-hinged front-opening door, side grips, 882 lbs. application capacity, AHRI certified 29.7 cu. ft., for top-mounted ice maker, Duratech exterior, NSF	\$2,195.00	\$2,195.00
	1 ea	WARRANTY-BIN/DISP 3 year parts & labor warranty, standard		
	1 ea	K00470 Bin Adapter, for 30" Indigo, Indigo NXT, RFF, RNF, ice machine on a 48" B or D-970 bin	\$345.00	\$345.00
	1 ea	Legs, 6" adjustable stainless steel, standard		
ITEM TOTAL:				\$9,035.00
3	1 ea	SHIPPING Custom Model No. SHIPPING Shipping from Mnfr	\$250.00	\$250.00
ITEM TOTAL:				\$250.00

Merchandise	\$9,285.00
Tax 8.5%	\$789.23
Total	\$10,074.23

Note: Prices good for 30 days when equipment is in stock at J&E. All orders are subject to manufacturer increases and are non returnable. J&E is not responsible for any delays from the manufacturer.

Note: Customers are to make sure quantity, dimensions, electrical, plumbing and all options of the equipment match or go according with their needs. By signing below you are agreeing all product and totals are accurate.

Note: On shipments going direct from the manufacturer make sure you inspect shipment for damages before you sign for it and refuse shipment if it is damaged. If equipment is accepted with damages it will be the customers responsibility to file a claim.

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$10,074.23


INDIGO[®] NXT

iT0900 Ice Cube Machine

Model:

☐ IRT0900A
☐ IRT0900W

☐ IDT0900A
☐ IDT0900W

☐ IYT0900A
☐ IYT0900W


Indigo NXT Series iT0900
Ice Machine on a D570 Bin
*Ice machine and bin sold separately

Designed for operators who know that ice is critical to their business, the Indigo[®]NXT Series ice machine's preventative diagnostics continually monitor itself for reliable ice production. Improvements in cleanability and programmability make your ice machine easy to own and less expensive to operate.

- **easyTouch[®] Display** – New icon based touch screen takes the guess work out of owning and operating an ice machine.
- **Programmable Ice Production** – Now its super easy to program your ice machine to be off at certain times of the day to save money with fluctuating electrical rates. Also programmable by daily ice production volume and night time programming.
- **Easy to Clean Foodzone** – Hinged front door swings out for easy access. Removable water-trough, distribution tube, curtain, and sensing probes for fast and efficient cleaning. Select components made with AlphaSan[®] antimicrobial.
- **Intelligent Diagnostics** – provide 24 hour preventative maintenance and diagnostic feedback for trouble free operation.
- **Acoustical Ice Sensing Probe** – Unique patented technology allows for reliable operation in challenging water conditions and environments.
- **DuraTech[™] Exterior** – provides superior corrosion resistant above stainless steel. Innovative clear-coat resists fingerprints and dirt making it easier to keep clean.
- **Available LuminIce II Virus and Bacteria Inhibitor**– Controls viruses, bacteria, mold and yeast within the food zone to keep the machine cleaner longer. A new sanitation icon lets you know the operational status.
- **Active Sense** – Insures consistent ice harvest in all environmental conditions. This software and/or hardware solution works in conjunction with the acoustical ice sensing probe improving reliability and performance.



Specifications

BTU Per Hour:

12,700 (average)
14,800 (peak)

Refrigerant:

R410A CFC free

48% less Global Warming Potential

Operating Limits:

Ambient Temperature Range:
40 to 100 F (4.4 to 43.3 C)

Water Temperature Range:
40 to 90 F (4.4 to 32.2 C)

Water Pressure Ice Maker
Water In:
Min. 20 psi (137.9 kPa)
Max. 80 psi (551.1 kPa)

Condenser Water Pressure:
Min. 20 psi (137.9 kPa)
Max. 276 psi (1902.95 kPa)

Ice Machine Electric

208-230/60/1
(230/50/1 also available)

Minimum circuit ampacity:

Air-cooled: 9.5 1ph
Water-cooled: 8.8 1ph

Maximum fuse size:

Air-cooled: 15 1ph
Water-cooled: 15 1ph

Ice Shape



Half Dice
3/8" x 1 1/8" x 7/8"
(.95 x 2.86 x 2.22 cm)



Dice
7/8" x 7/8" x 7/8"
(2.22 x 2.22 x 2.22 cm)



Regular
1 1/8" x 1 1/8" x 7/8"
(2.86 x 2.86 x 2.22 cm)



iT0900 Ice Cube Machine

2110 South 26th Street
Manitowoc, WI 54220

Tel: 1.920.682.0161
Fax: 1.920.683.7589

www.manitowocice.com



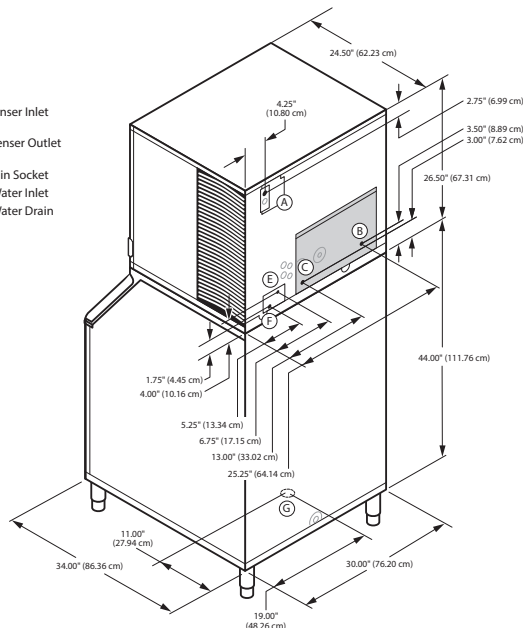
iT0900 on D-570 Storage Bin

- (A) Electrical Entrance (2) Options
- (B) 3/8" (0.95 cm) F.P.T. Water Condenser Inlet (water-cooled units)
- (C) 1/2" (1.27 cm) F.P.T. Water Condenser Outlet (water-cooled units)
- (D) 1/2" (1.27 cm) Auxillary Base Drain Socket
- (E) 3/8" (0.95 cm) F.P.T. Ice Making Water Inlet
- (F) 1/2" (1.27 cm) Ice Making Water Drain
- (G) 3/4" (1.91 cm) Bin Drain

Installation Note

Minimum installation clearance:

Top/sides: 8" (20.32 cm);
Back is 5" (12.7 cm)



Space-Saving Designs



	iT900 D-570	iT900 D-970
Height	76.50" 194.30 cm	76.50" 194.30 cm
Width	30.00" 76.20 cm	48.00" 121.9 cm
Depth	34.00" 86.30 cm	34.00" 86.30 cm
Bin Storage	532 lbs. 241 kgs	882 lbs. 400 kgs

Height includes adjustable bin legs 6.00" to 8.00", (15.24 to 20.32 cm) set at 6.00" (15.24 cm).
Bin capacity is based on 90% of the volume x 33 lbs/ft³ average density of ice

Specifications

			Ice Production 24 Hours				Power Usage kWh/100 lbs.@90°Air/70°F	Water Usage/100 lbs. 45.4 kgs. of Ice		ENERGY STAR®
	Model	Ice Shape	70°Air/ 50°F Water		90°Air/ 70°F Water		1 Ph	Potable Water		
AIR-COOLED	IRT0900A	regular 	797 lbs	362 kg	676 lbs	307 kg	5.01	19 Gal.	71.9 L	NA
	IDT0900A	dice 	851 lbs	386 kg	695 lbs	315 kg	4.85	19 Gal.	71.9 L	★
	IYT0900A	half-dice 	865 lbs	392 kg	750 lbs	340 kg	4.58	19 Gal.	71.9 L	★
WATER-COOLED	IRT0900W	regular 	750 lbs	340 kg	665 lbs	302 kg	4.04	19 Gal.	71.9 L	NA
	IDT0900W	dice 	780 lbs	354 kg	665 lbs	302 kg	4.02	19 Gal.	71.9 L	NA
	IYT0900W	half-dice 	785 lbs	356 kg	665 lbs	302 kg	4.02	19 Gal.	71.9 L	NA
	* Water-cooled Condenser Water Usage / 100 lbs. /45.4 kgs. Of Ice: 135 gal / 511 L. * Water-cooled models are excluded from ENERGY STAR qualification.									

Accessories

LuminIce® II
Virus and Bacteria Inhibitor
controls viruses and bacteria inside
the ice machine



Arctic Pure® Plus Water Filters

reduce sediments and chlorine contaminants down to .5 microns.

Use with a Pre-filter is recommended.



IAuCS®

schedules and performs routine ice machine cleaning automatically.



External Scoop Holder

protect the ice scoop with the NSF approved versatile scoop holder.



©2022 Manitowoc Continuing product improvement may necessitate change of specifications without notice.

iT0900 Ice Cube Machine

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ICE MACHINE WARRANTY

Manitowoc Ice, Inc. (hereinafter referred to as the "COMPANY") warrants for a period of thirty-six months from the installation date (except as limited below) that new ice machines manufactured by the COMPANY shall be free of defects in material or workmanship under normal and proper use and maintenance as specified by the COMPANY and upon proper installation and start-up in accordance with the instruction manual supplied with the ice machine. The COMPANY'S warranty hereunder with respect to the compressor shall apply for an additional twenty-four months, excluding all labor charges, and with respect to the evaporator for an additional twenty-four months, including labor charges.

The obligation of the COMPANY under this warranty is limited to the repair or replacement of parts, components, or assemblies that in the opinion of the COMPANY are defective. This warranty is further limited to the cost of parts, components or assemblies and standard straight time labor charges at the servicing location.

Time and hourly rate schedules, as published from time to time by the COMPANY, apply to all service procedures. Additional expenses including without limitation, travel time, overtime premium, material cost, accessing or removal of the ice machine, or shipping are the responsibility of the owner, along with all maintenance, adjustments, cleaning, and ice purchases. Labor covered under this warranty must be performed by a COMPANY Contracted Service Representative or a refrigeration service agency as qualified and authorized by the COMPANY'S local Distributor. The COMPANY'S liability under this warranty shall in no event be greater than the actual purchase price paid by customer for the ice machine.

The foregoing warranty shall not apply to (1) any part or assembly that has been altered, modified, or changed; (2) any part or assembly that has been subjected to misuse, abuse, neglect, or accidents; (3) any ice machine that has been installed and/or maintained inconsistent with the technical instructions provided by the COMPANY; or (4) any ice machine initially installed more than five years from the serial number production date. This warranty shall not apply if the Ice Machine's refrigeration system is modified with a condenser, heat reclaim device, or parts and assemblies other than those manufactured by the COMPANY, unless the COMPANY approves these modifications for specific locations in writing.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

In no event shall the COMPANY be liable for any special, indirect, incidental or consequential damages. Upon the expiration of the warranty period, the COMPANY'S liability under this warranty shall terminate.

The foregoing warranty shall constitute the sole liability of the COMPANY and the exclusive remedy of the customer or user. To secure prompt and continuing warranty service, the warranty registration card or register on line within five (5) days from the installation date.

MANITOWOC ICE, INC.

2110 So. 26th St., P.O. Box 1720, Manitowoc, WI 54221-1720

Telephone: 920-682-0161 • Fax: 920-683-7585

Web Site - www.manitowocice.com

Form 80-0373-3 Rev. 01/02



Ice Storage Bins

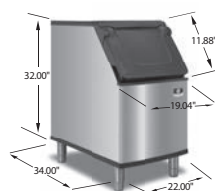
Ice Storage Bins

Model

☐ D320 ☐ D400 ☐ D420 ☐ D570 ☐ D970

D Bins

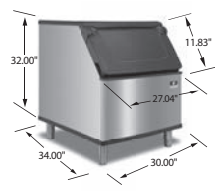
.75" (1.90 cm) Bin drain



D320
264 lbs. (120 kgs)



D570
532 lbs. (241 kgs)



D400
365 lbs. (166 kgs)



D970
882 lbs (400 kgs)



D420
383 lbs. (174 kgs)



Ergonomic NSF approved
sanitary ice scoop included

D Bin Features

New Sanitary Scoop Ergonomic NSF approved sanitary ice scoop included with each bin. Built-in knuckle and thumb guard. Unique molded retaining lip allows maximum scooping every time. Per scoop capacity approximately 5.3/ lbs (2.4 kg)

Scoop Holder options New built-in scoop holder, keeps the ice scoop handle above the ice, or purchases the optional NSF approved External Scoop Holder Kit # K00461.

New Door design Clever built in side grips allow you to lift the bin door from anywhere you are standing (left, right or center) even when you have just one hand free.

Foamed Insulated Door

Insulates the ice bin, reduces sweat on the door, helps keep ice lasting longer.

Stay up door Unique cammed bin door self-latch keeps the door in the open position and keeps the employee safe when scooping ice.

Ergonomic Door design Door is angled 53 degrees to allow for easier access to the ice in the bin especially when scooping from the bottom.

Duratech Metal Finish Manitowoc exterior material has better corrosion resistance than stainless steel, is smudge resistant and easy to keep clean.

New Bin liner Polyurethane Artic Blue bin liner accentuates the crisp clear ice from a Manitowoc Ice Machine.

Warranty

Bin & Accessories: 3 Year Parts & Labor.

D Bin Model	D-Bin Capacities				D-Bin Dimensions					
	*Application Capacity		**2018 AHRI Capacity		Height		Width		Depth	
	lbs.	kgs	Cu. ft	Cu. M	in.	cm	in.	cm	in.	cm
D320	264	119.90	8.9	0.25	38	96.5	22	55.9	34	86.4
D420	383	173.79	12.9	0.37	50	127	22	55.9	34	86.4
D400	365	165.70	12.3	0.35	38	96.5	30	76.2	34	86.4
D570	532	241.14	17.9	0.51	50	127	30	76.2	34	86.4
D970	882	400.11	29.7	0.84	50	127	48	121.9	34	86.4

*Application Capacity based on 90% of the total volume x 33 lbs/ ft³ average density of ice. Ice must be managed
***2018 AHRI certified measurement for bin capacity

Above bin heights include leg height of 6" / 15.24 cm
All bins include a sanitary plastic scoop and one set of adjustable legs chrome legs (6-7.75in/15.24-20.32cm).
External Scoop holder order separately Kit # K00461
Metal Scoop order separately Kit # K00463



Manitowoc Ice reserves the right to make changes to the design or specifications without prior notice.

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6453E
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D Bins

Indigo Ice Machines Series												
Machine			iT420	iT620	iT0300	iT450	iT0500 &iF0500N	iF0600N, iF0600C, iT0750	iF0900N, iT0900, iF0900C	iT1200, iT1200C	iF1400C, iF1800C	iT1500, iT1900
Machine Capacity @90/70 F			375	465	240	378	440	555, 530	710, 714	950, 1000	1200 1470 1600	1360 1455
Bins	Bin Cap	Width	22"	22"	30"	30"	30"	30"	30"	30"	30"	48"
D320	264	22"	*	*								
D420	383	22"	*	*								
D400	365	30"	K00472	K00472	*	*	*	*	NR	NR	NR	
D570	532	30"	K00472	K00472	*	*	*	*	*	*	NR	
D970	882	48"	NR	NR	NR	K00470	K00470	K00470	K00470	K00470	K00471 + K00470	*

Manitowoc Flaker and Nugget Machines											
		Machine	RNP0320	RFP0320	RNP0620	RFP0620	RNF1020	RFF1220C	RNF1100	RFF1300 & RNF2000C	RFF2200C
Machine cap			251	286	451	540	825	958	825	874	1702
Bins	Bin cap	Width	22"	22"	22"	22"	22"	22"	30"	30"	36.7"
D320	264	22"	*	*	NR	NR	NR	NR			
D420	383	22"	*	*	*	*	NR	NR			
D400	365	30"	K00472	K00472	K00472	K00472	NR	NR	NR	NR	
D570	532	30"	NR	K00472	K00472	K00472	NR	NR	*	*	
D970	882	48"	NR	NR	K00473	K00473	K00473 if 2 used.	K00473 if 2 used.	K00470	K00470	K00470

An optional adapter is required when putting a narrower ice machine on a wider bin.

* No adapter is needed

NR= Not Recommend. Bin too small or too large for application.

Putting a wider machine on narrower bin is not an option.

Machines side by side must be water cooled, remote, or use a top air discharge for self-contained air cooled.

Application Bin Capacity shown in lbs using the AHRI rating based on 90% of total volume x 33 lbs/ft³ average density of ice.

Machine capacity shown in lbs/24hrs using the AHRI rating base at 90F ambient, 70F water temperature

Ice Storage Bins

Available Accessories

See price book for replacement: scoops, legs, specialty legs and casters

K00146 Convenient Ice Bagger

Includes bagger, D-bin adapter, and 250 bags and ties (Not for D320 or D400) Order K00068 replacement bags



K00461 External Scoop Holder

NSF approved. Can be mounted on the left or right side of bins, horizontally or vertically or on a wall.



K00463 Metal Scoop

Indestructible NFS approved aluminum alloy with sanitary knuckle and thumb guard. Works with K00461 external scoop holder or hangs inside the D-Bin series. Limited life time guarantee.



K00462

Secure Fastening Kit

Securely fast the Indigo NXT ice machine head to the pre-drilled inserts on the back of the D-bin series. Stainless steel flanged feet attach to bin and can be screwed to the floor



Manitowoc Ice reserves the right to make changes to the design or specifications without prior notice.

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LIMITED WARRANTY FOR ICE STORAGE BIN & DISPENSERS

LIMITED WARRANTY

Manitowoc Ice a division of Manitowoc FSG Operations, LLC, ("Company") warrants that new Ice Storage Bins or Dispensers sold by Company shall be free of defects in material or workmanship under normal and proper use and maintenance as specified by the Company and upon proper installation and start-up in accordance with the instruction manual supplied.

WHAT IS COVERED

- Parts and Labor for a period of three (3) years.
 - Accessory Ice Transport Carts for two (2) years parts and labor.
- The Ice Storage Bin / Dispenser warranty begins on the date of the original installation. This warranty shall not apply to any Ice Storage Bin or Dispenser initially installed more than five (5) years from the serial number production date.

The obligation of the Company under this warranty is limited to the repair or replacement of parts, components, or assemblies that in the sole opinion of the Company are defective. This warranty is further limited to the cost of parts, components or assemblies and standard straight time labor charges at the servicing location.

Time and hourly rate schedules, as published from time to time by the Company, apply to all service procedures. Additional expenses including without limitation, travel time, overtime premium, material cost, accessing or removal of the Ice Storage Bin / Dispenser, or shipping are the responsibility of the purchaser, along with all maintenance, adjustments, cleaning, and ice purchases. Labor covered under this warranty must be performed by an approved Company contracted Service Representative or a refrigeration service agency as qualified and authorized by the Company's local Distributor. The Company's liability under this warranty shall in no event be greater than the actual purchase price paid by purchaser for the Ice Storage Bin or Dispenser.

EXCLUSIONS FROM COVERAGE

- Repair or replacement of parts required because of misuse, improper care or storage, negligence, alteration, use of incompatible supplies or lack of specified maintenance shall be excluded.
- Normal maintenance items.
- Failures caused by adverse environmental, water conditions, or improper drainage.
- Improper or unauthorized repair.
- Any Ice Storage Bin / Dispenser that has been installed and/or maintained inconsistent with the instructions provided by the Company.
- Parts subject to damage beyond the control of Company, or to Ice Storage Bin's / Dispenser's which have been subject to accidents, damage in shipment, fire, floods, other hazards or acts of God that are beyond the control of the Company.
- This Limited Warranty shall not apply if the Ice Storage Bin / Dispenser is modified with parts and assemblies other than those manufactured by the Company, unless the Company approves these modifications for specific locations in writing prior to the commencement of such modification.

LIMITATIONS OF LIABILITY

The preceding paragraphs set forth the exclusive remedy for all claims based on failure of, or defect in, Ice Storage Bins or Dispensers sold hereunder, whether the failure or defect arises before or during the warranty period, and whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence), strict liability, implied by statute, common-law or otherwise, and Company and agents shall not be liable for any claims for personal injuries or consequential damages or loss, howsoever caused. Upon the expiration of the warranty period, all such liability shall terminate. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY, COMPANY DOES NOT WARRANT ANY PRODUCTS OR SERVICES OF OTHERS.

REMEDIES

The liability of Company for breach of any warranty obligation hereunder is limited to: (i) the repair or replacement of the Ice Storage Bin or Dispenser on which the liability is based, or with respect to services, re-performance of the services; or (ii) at Company's option, the refund of the amount paid for said equipment or services. Any breach by Company with respect to any item or unit of equipment or services shall be deemed a breach with respect to that item or unit or service only.

WARRANTY CLAIM PROCEDURE

Customer shall be responsible to:

- Complete and return warranty registration card or register on line within five (5) days from the installation date.
- All warranty service must be performed by an approved Manitowoc contracted or authorized Service Representative. To schedule a service appointment contact your local Manitowoc Service Representative or visit us at www.manitowocice.com to find a Service Representative near you.

GOVERNING LAW

This Limited Warranty shall be governed by the laws of the state of Wisconsin, USA, excluding their conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty.

COMPLETE AND RETAIN FOR YOUR RECORD:

Distributor/Dealer _____

Model Number _____

Serial Number _____

Installation Date _____

Manitowoc Ice
2110 South 26th Street
P.O. Box 1720
Manitowoc, WI 54221-1720
Web site: www.manitowocice.com



CITY COUNCIL AGENDA – JUNE 18, 2024

SUBJECT: Authorization to Participate in Cooperative Purchasing Programs on Existing Asphalt Contracts

SOURCE: Public Works

COMMENT: After soliciting bids, the County of Tulare has awarded its Fiscal Year 2024-2025, 3/8" Cold Mix Asphalt contract, 1/2" Cold Mix Asphalt contract, as well as its 1/2" Hot Asphalt Concrete contract, to Jaxon Enterprises. These types of asphalt mixes are used for the City's Asphalt Overlay Program, and staff is requesting authorization to "piggyback" onto the new contracts for the purchase of asphalt mixes for the Fiscal Year 2024-2025 Program. Resolution No. 35-93, adopted by the City Council on April 20, 1993, gives the authorization to participate in cooperative purchasing programs with other agencies for the procurement of materials, equipment, and services.

Funds for asphalt purchase are available in the Fiscal Year 2024-2025 Self-Performed Asphalt Overlay Program Capital Improvement Budget funded by Surface Transportation Program (STP), Local Measure R, and Measure I.

RECOMMENDATION: That the City Council authorize the purchase of asphalt mix utilizing the contracts between the County of Tulare and Jaxon Enterprises.

ATTACHMENTS:

1. Tulare County Contract No. 1956-1.5 Hot Asphalt Concrete
2. Tulare County Contract No. 1958 – 3-8" Cold Mix – North-South County
3. Tulare County Contract No. 1954 – 1-2" Cold Mix – North-South County
4. Resolution No. 35-93 (1)

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager



COUNTY OF TULARE

GENERAL SERVICES AGENCY

Purchasing Division

April 25, 2024

Jaxon Enterprises
Dba Deer Creek Asphalt
1643 Tahoe Court
Redding, CA 96003

Email: pbaker@jaxonaggregates.com

SUBJECT: MATERIAL CONTRACT NO. 1956 – 1/2" HOT ASPHALT CONCRETE – NORTH/ SOUTH COUNTY

GENERAL: This is to notify you that the Tulare County Purchasing Agent is accepting your Bid No. 25-001 dated April 4, 2024 for the supplying of 1/2" Hot Asphalt Concrete-North/South County to the County of Tulare as indicated on the attached sheets. The above contract number has been issued and the contract will be effective, subject to the terms and conditions of the bid and to the provisions as incorporated herein through the period beginning July 1, 2024 and ending **JUNE 30, 2025**.

PRICES: The prices as bid are to be the maximum charged for the period of the contract. The Contractor shall immediately notify the County of all manufacturer's price decreases and the County of Tulare shall receive the full benefit of all such decreases, effective on the date of the manufacturer's general public announcement. The attached sheets and enclosures enumerate the prices applicable herein.

Prices are F.O.B. Destination to various County Departments or Governmental Entities.

Federal Excise Tax Exempt.

State Sales Tax to be added.

Cash discount terms: NET 1% 30 DAYS

ATTACHED SHEETS: The attached sheets and enclosures are herewith made a part of this contract.

USAGE: Usage of materials will be interspersed and periodic during the contract year, and as such will not be subject to shipment of the total estimated requirements at any one time.

DELIVERIES: Deliveries are to be made to the using department or agency by common transportation carrier, by the Contractor's own equipment, or by other means so as to effect prompt delivery.

Material Contract
Page One

Due care shall be exercised in packing, handling and shipping to assure arrival of the material at its final destination in excellent condition. Any damage, loss, breakage, deterioration or other reason causing material not to arrive, or to arrive in other than excellent condition, shall be the responsibility of the Contractor. Frequency of delivery will be determined by the needs of the using department or agency and will be interspersed throughout the contract year.

The supplier shall be expected to maintain a normal delivery time which is established as being THIRTY (30) CALENDAR DAYS after receipt of order. Deliveries are to be made to the points indicated, as required. Sufficient notice will be given to the Contractor to effect the required delivery.

QUANTITY & QUALITY OF MATERIALS OR SERVICE: The Contractor shall furnish and deliver the quantities designated by the Purchasing Agent. Packing slips which clearly identify the merchandise and the County of Tulare's Purchase Order number or agreement must accompany every delivery. All materials, supplies or services furnished under an agreement or Purchase Order resulting from this agreement shall be in accordance with the County's specifications. Materials or supplies, which in the opinion of the Purchasing Agent are not in accordance and conformity with such specifications, shall be rejected and promptly removed from the County's premises at the Contractor's expense. A resulting contract does not guarantee a specific amount of business.

INCLUSION IN THE CONTRACT: The County departments and governmental entities listed are those which will participate in the Contract. However, the right is reserved by the Purchasing Agent, at his discretion, to include any other County department and/or Governmental Entity in the Contract at the accepted prices.

RESPONSIBILITY FOR GOVERNMENTAL ENTITIES OTHER THAN THE COUNTY: Those Governmental Entities other than the County and its departments who are listed in the Request-For-Bids or who are subsequently included have signified their intention to participate in the Tulare County Contract. Participation will not impose any responsibility for payment of claims on the Tulare County Board of Supervisors or the County Purchasing Agent. Each such Governmental Entity will be billed separately, and payments will be made by warrants drawn on the appropriate funds for the Governmental Entity.

CONTRACT EXCLUSIVE: The provisions of the contract shall in no way prohibit the County from making incidental purchases from another suppliers for the same commodities as herein listed.

MERCHANDISE RETURNABLE FOR FULL CREDIT: Contractor agrees to give full credit for any merchandise sold by him on contract, if returned in good condition by the County.

GUARANTEE AGAINST DEFECTS: All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

PURCHASE ORDERS: Purchase Orders will be issued throughout the contract year to the Contractor for the requirements as needed for the department or agency.

INVOICING: All invoices are to be mailed in duplicate to the various locations designated on the "Invoice Address" on each purchase order. Reference shall be made to the purchase order number. Invoice shall be paid once a month on all deliveries made during the month.

RIGHT TO AUDIT: The County of Tulare reserves the right to verify, by examination of Contractor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

CASH DISCOUNT: In connection with any cash discount specified on this contract, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check. (It is generally the County's policy to take any and all discounts regardless of date of delivery or invoice.)

DEFAULT BY CONTRACTOR: In case of default by the Contractor, the County of Tulare may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in the contract or Purchase Order and actual cost thereof to the County of Tulare. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

CONTRACTOR ASSISTANCE: Contractor shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

LIABILITIES: The Contractor shall hold the County of Tulare, its officers, agents, and employees harmless from liability of any nature or kind because of the use of any copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at Contractor's own expense, any and all actions brought against the County of Tulare or Contractor because of the unauthorized use of such articles.

INDEPENDENT CONTRACTOR STATUS: This Contract is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Contract as an independent contractor. Nothing in this Contract shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Contract that they are not employees, agents or officers of COUNTY. CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

- a. Withhold FICA (Social Security) from CONTRACTOR'S payments.
- b. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
- c. Withhold state or federal income tax from payments to CONTRACTOR.
- d. Make disability insurance contributions on behalf of CONTRACTOR.
- e. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

Notwithstanding this independent contractor relationship, COUNTY, through the Purchasing Agent, shall have the right to designate the sites at which services are to be performed, and to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Contract.

INDEMNIFICATION: CONTRACTOR shall hold harmless, defend and indemnify the COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to any property, including COUNTY property arising out of the acts or omissions of CONTRACTOR or its agents, officers and employees under this Contract. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Contract, the cost of any penalty or sanction imposed by any agency with regulatory authority over the activities carried out by CONTRACTOR, and any claims made against COUNTY alleging civil rights violations by CONTRACTOR under Government Code sections 12920 et Seq. (California Fair Employment and Housing Act). CONTRACTOR specifically agrees to hold harmless and indemnify COUNTY for any and all claims arising out of any injury, disability, or death of CONTRACTORS employees or agents. This indemnification obligation shall continue beyond the term of this Contract as to any acts or omissions occurring under this Contract or any extension of this Contract.

It is the policy of the County of Tulare Board of Supervisors that in connection with all work performed under a purchase order or agreement with Tulare County, there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, sex, or religious creed, and therefore, the Contractor agrees to comply with applicable Federal and California laws regarding employment practices. In addition, the Contractor agrees to require like compliance by all sub-contractors employed on the work by Contractor.

The foregoing obligations will continue beyond the term of the contract as to any act or omission that occurred during the term of the contract or any extension to the contract.

RENEWAL: The Contract may be renewed, by mutual written consent, for an additional TWO (2) ONE (1) year terms provided the prices, terms, and conditions remain the same.

NON-FUNDING CLAUSE: Funds provided for commodities or service under the terms of this contract are contingent on availability of public funds. Should sufficient funds not be allocated during those terms, this contract may be modified or terminated at any time by the County upon thirty (30) day notice. Notice shall be fully given in writing or through service in person or by first class mail.

TERMINATION OF CONTRACT: The County of Tulare may by giving ten (10) days written notice to the Contractor, terminate the contract prior to its expiration for due cause. Due cause for termination of contract shall be, but not limited to, failure to deliver in quantities required within a reasonable time period, failure of the product to meet specifications, and/or for reasons of unsatisfactory service.

The County may, upon giving thirty (30) days written notice to the Contractor, terminate the contract, with or without cause.

GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County California.

HEADINGS: Section 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.

COMPLIANCE WITH LAW: CONTRACTOR shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

CONFLICT OF INTEREST:

(a) CONTRACTOR agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

(b) CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interests laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.

FORM DE-542: CONTRACTOR acknowledges that this Agreement is subject to filing obligations pursuant to Unemployment Insurance Code Section 1088.8. Accordingly, COUNTY has an obligation to file a report with the Employment Development Department, which report will include the CONTRACTOR's full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. CONTRACTOR agrees to cooperate with COUNTY to make such information available and to complete Form DE- 542. Failure to provide the required information may, at COUNTY's option, prevent approval of this Agreement, or be grounds for termination by COUNTY.

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 matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

CONSTRUCTION: This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of COUNTY.

WAIVERS: The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

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

EXHIBITS AND RECITALS: The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

NO THIRD-PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

OTHER PROVISIONS:

ACCEPTED:

Date 4/26/2024

COUNTY OF TULARE

DocuSigned by:
Cher Castellini
By _____
Purchasing Agent
1F1809FA5751482...

ACCEPTED:

Date 4/25/2024

JAXON ENTERPRISES DBA DEER CREEK ASPHALT

DocuSigned by:
W Jaxon Baker
By _____
30BBAC416143451...
Title Pres

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

CONTRACT NO.: 1956

VENDOR NO.: 1241600
VENDOR NAME: JAXON ENTERPRISES
DBA DEER CREEK ASPHALT
STREET ADDRESS: 1643 TAHOE COURT
CITY STATE ZIP CODE: REDDING, CA 96003

BID/PROPOSAL NO.: 25-001

PHONE: (530) 241-2112
Or (661) 372-2228
FAX: (530) 243-0787
VENDOR CONTACT NAME:
Patty Baker
E-MAIL:
pbaker@jaxonaggregates.com

ORDER FROM: JAXON ENTERPRISES
DBA DEER CREEK ASPHALT
STREET ADDRESS: 1643 TAHOE COURT
CITY STATE ZIP CODE: REDDING, CA 96003

REMIT TO: JAXON ENTERPRISES
STREET ADDRESS: PO BOX 994248
CITY STATE ZIP CODE: REDDING, CA 96099-4248

SUBJECT: 1/2" HOT ASPHALT CONCRETE – NORTH/SOUTH COUNTY

COMMODITY CODE: 74514

CONTRACT PERIOD: JULY 1, 2024 THROUGH **JUNE 30, 2025**

PAYMENT TERMS: NET 1% 30 DAYS

SALES TAX: IN ADDITION TO PRICES SHOWN WHEN APPLICABLE

DELIVERY: F.O.B. PLANT LOCATION

MINIMUM ORDER: NONE

MERCHANDISE RETURNS: FULL CREDIT TO THE COUNTY FOR ANY MERCHANDISE RETURNED IN UNOPENED CONDITION.

PRICES: SEE **EXHIBIT B** – COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTIONS APPLY TO THIS CONTRACT. FIRM FOR THE CONTRACT PERIOD

CONTRACT NO.: 1956

SUPPLIER PART NUMBER	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE
001	1/2" HOT ASPHALT CONCRETE – NORTH/SOUTH COUNTY	TON	\$61.00

SPECIFICATIONS

DELIVERIES: Deliveries are to be made at the vendor's plant and/or storage location as required. Approximately two hundred (200) tons to two thousand (2,000) tons per day. County representative will give 48 hours notice of delivery date.

GUARANTEE OF DELIVERY: A continued, uninterrupted and guaranteed availability of Hot Asphalt Concrete is important and necessary to the County for the economic completion of its road work projects.

PRICES: Prices shall be F.O.B. Plant Location and shall exclude Federal Excise Taxes, for which the County is exempt. California State Sales Tax will be allowed on the net bid price. The price per ton shall include all fees for the duration of the contract. Example, environmental fees, etc.

NOTE: For the purpose of this Request for Bid, TON is determined to be 2,000 pounds avoirdupois.

1/2" HOT ASPHALT CONCRETE: \$ 61.00 PER TON

Asphalt Concrete shall be Type B, 1/2" maximum and shall conform to the provisions in Section 39, "Asphalt Concrete", of the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans or as requested by County representative. Oil shall be: Asphalt Binder Oil PG 64-10.

6,000 Tons total estimated quantity for North County/South County through June 30, 2025.

Applicable sales tax will be added in addition to the price indicated above.

The amount of asphalt binder to be mixed with the aggregate for Type B asphalt concrete will be determined by the engineer.

PLANT LOCATION/SHIPPING POINT: 27671 Avenue 120, Porterville, CA 93257
SMARA MINE ID 91-54-0021

PARTICIPATING DEPARTMENTS:

RMA Road Yard #1, Porterville
RMA Road Yard #2/3 Visalia
RMA Road Yard #4, Dinuba
RMA Road Yard #5, Terra Bella

EXHIBIT B

5-I. PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

GENERAL

Summary

This section applies to asphalt contained in materials for pavement structural sections and pavement surface treatments such as hot mix asphalt (HMA), plant run cold mix (PRCM), tack coat, asphaltic emulsions, bituminous seals, asphalt binders, and modified asphalt binders placed in the work.

The Engineer adjusts payment if the California Statewide Crude Oil Price Index for the month the material is placed is more than 5 percent higher or lower than the price index at the time of contract.

The California Statewide Crude Oil Price Index is determined each month on or about the last business day of the month by the Department using the average of the posted prices in effect for the previous month as posted by Chevron, ExxonMobil, and ConocoPhillips for the Buena Vista, Huntington Beach, and Midway Sunset fields.

If a company discontinues posting its prices for a field, Caltrans determines the index from the remaining posted prices. Caltrans may include additional fields to determine the index.

For the California Statewide Crude Oil Price Index, go to:

<http://www.dot.ca.gov/hq/construc/crudeoilindex/>

If the adjustment is a decrease in payment, the County deducts the amount from the monthly progress payment.

ASPHALT QUANTITIES

General

Interpret the term "ton" as "tonne" for projects using metric units.

Hot Mix Asphalt/Plant Run Cold Mix

The Engineer calculates the quantity of asphalt in HMA or PRCM using the following formula:

$$Q_h = HMATT \times [X_a / (100 + X_a)]$$

where:

Q_h = quantity in tons of asphalt used in HMA or PRCM

HMATT = HMA or PRCM total tons placed

X_a = theoretical asphalt content from job mix formula expressed as percentage of the weight of dry aggregate

Hot Mix Asphalt Containing Reclaimed Asphalt Pavement (RAP)

The Engineer calculates the quantity of asphalt in HMA containing RAP using the following formulas:

$$Q_{rap} = HMATT \times [X_{aa} / (100 + X_{aa})]$$

where:

$$X_{aa} = X_{ta} - [(100 - X_{new}) \times (X_{ra} / 100)]$$

and

Q_{rap} = quantity in tons of asphalt used in HMA containing RAP

HMATT = HMA total tons placed

X_{aa} = asphalt content of HMA adjusted to account for the asphalt content in RAP expressed as percentage of the weight of dry aggregate

X_{ta} = total asphalt content of HMA expressed as percentage of the weight of dry aggregate

X_{new} = theoretical percentage of new aggregate in the HMA containing RAP determined from RAP percentage in the job mix formula

X_{ra} = asphalt content of RAP expressed as percentage

Asphaltic Emulsion

The Engineer calculates the quantity of asphalt in asphaltic emulsions, including fog seals and tack coat, using the following formula:

$$Q_e = AETT \times (X_e / 100)$$

where:

Q_e = quantity in tons of asphalt used in asphaltic emulsions

AETT = undiluted asphaltic emulsions total tons placed

X_e = minimum percent residue specified in Section 94, "Asphaltic Emulsions." of the Standard Specifications based on the type of emulsion used

Other Materials

For other materials containing asphalt not covered above, the Engineer determines the quantity of asphalt (Q_o).

PAYMENT ADJUSTMENTS

The Engineer includes payment adjustments for price index fluctuations in progress pay estimates. If material containing asphalt is placed within 2 months during 1 estimate period, the Engineer calculates 2 separate adjustments. Each adjustment is calculated using the price index for the month in which the quantity of material containing asphalt subject to adjustment is placed in the work. The sum of the 2 adjustments is used for increasing or decreasing payment in the progress pay estimate.

The Engineer calculates each payment adjustment as follows:

$$PA = Q_t \times A$$

where:

PA = Payment adjustment in dollars for asphalt contained in materials placed in the work for a given month.

Q_t = Sum of all quantities of asphalt-contained materials in pavement structural sections and pavement surface treatments placed ($Q_h + Q_{rh} + Q_{mh} + Q_{rap} + Q_{tc} + Q_e + Q_{ss} + Q_{mab} + Q_o$).

A = Adjustment in dollars per ton of asphalt used to produce materials placed in the work rounded to the nearest \$0.01.

For US Customary projects, use:

$A = [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

For metric projects, use:

$A = 1.1023 \times [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = 1.1023 \times [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

I_u = California Statewide Crude Oil Price Index for the month in which the quantity of asphalt subject to adjustment was placed in the work.

I_b = California Statewide Crude Oil Price Index for the month in which the bid opening for the project occurred

T = Sales and use tax rate, expressed as a percent, currently in effect in the tax jurisdiction where the material is placed. If the tax rate information is not submitted timely, the statewide sales and use tax rate is used in the payment adjustment calculations until the tax rate information is submitted.

REQUEST FOR BID

THIS IS NOT AN ORDER

COUNTY OF TULARE

Office of

PURCHASING AGENT

2637 W. Burrel Ave., Suite 200
Visalia, CA 93291-4593



Date: April 4, 2024

Req: 252305755

REFER TO BID NO.

25-001

By: Cher Castellini
Phone: 559 -205-1100

Bids will be received by the Tulare County Purchasing Agent until 2:00 PM PST on April 18, 2024. Please submit bids through <https://www.bidnetdirect.com/california/countyoftulare>, or via email tc bids@tularecounty.ca.gov.

NOTICE: Bid on each item separately unless instructions read otherwise. Attach complete specifications for any substitutions offered or when clarification is desirable or necessary. The right is reserved to reject any or all bids.

Indicate **BID NUMBER** and **BID CLOSING DATE** in the subject line of your email.

3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

The Tulare County Purchasing Agent invites bids to be submitted for the purchase of 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT as required. Such contract will be for a one (1) year period effective beginning **JULY 1, 2024**, and ending **JUNE 30, 2025**.

BIDDERS QUESTIONS: Bidders may email any questions they have pertaining to this Request for Bid to <https://www.bidnetdirect.com/california/countyoftulare> or via email to: tc bids@tularecounty.ca.gov. Any and all questions must be submitted by **2:00 p.m. April 11, 2024**, in order to be considered. Questions and answers will be distributed to all bidders only, if necessary, to clarify substantive items raised. No changes and/or additions will be made to this Request for Bid within forty (40) working hours of its closing date.

DEFAULT BY SUCCESSFUL BIDDER: In case of default by successful bidder by non-delivery of article(s) and or service(s) on or before the delivery date. The County may procure the article(s) and or service(s) from another source and may recover costs from successful bidder. The successful bidder may be charged, cost of transportation, the difference in cost of article(s) and or service(s) based on Contract information. The County reserves the right to be compensated deducting monies owed to successful bidder from the Contract information and or invoicing the successful bidder upon notification of the default.

INTENT: The County is in need of Cold Mix and Hot Mix Asphalt Concrete Material for its road projects. Due to increasing fuel costs, it is more economical for the County to award two (2) contracts. One for the South end and one for the North end of the County. For the purpose of this bid, Avenue 232 will be used as the dividing line.

ATTACHED SHEETS: The attached sheets indicate the condition of the bid and contract, specifications, using departments and agencies, and estimated quantities of the products to be used for one (1) year. Quantities estimated will be used for basis of award and are based on past year's usage.

**THE FOLLOWING SIGNATURE PAGE MUST BE COMPLETED
AND SIGNED BY THE VENDOR AND SUBMITTED WITH THE VENDOR'S BID.**

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

RETURN BID WITH THIS FORM.**Signature Page****VENDOR TO COMPLETE THIS PAGE****PARTICIPATION**

The County is currently a member of the Central Valley Purchasing Group which consists of Fresno, Kern, Kings and Tulare Counties, and the Political Subdivision, Municipalities and Tax Supported Agencies within these County boundaries. Whenever possible, these entities wish to co-op (piggy-back) on existing bids. Please state if your bid will or will not be extended to these entities under the same terms and conditions as stated in this bid.

Select YES or NO.

YES	☒	NO	☐
-----	-------------------------------------	----	--------------------------

DOES COMPANY MEET THE REQUIREMENTS OF A "LOCAL VENDOR" (Refer to Section 31)

Select YES or NO.

YES	☒	NO	☐
-----	-------------------------------------	----	--------------------------

Undersigned agrees to furnish the commodities and/or services as stipulated in this REQUEST FOR BID at the prices/fees, terms, and conditions stated.

Company: Jaxon Enterprises DBA Deer Creek Asphalt
Address: 27671 Ave 120 County: Tulare
City: Porterville State: CA Zip: 93257 Phone No: 559-793-0903
Name: Patty Baker Signature: Patty Baker
Title: Sales Rep. Date: April 18, 2024
Email Address: pbaker@jaxonaggregates.com

Note: This signature page must be turned in with your Bid

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

REQUEST FOR BID
GENERAL CONDITIONS

1. PREPARATION OF BIDS

- A. All information requested of the bidder shall be entered in the appropriate space(s) on the form. Failure to do so may disqualify your offer.
- B. Any Attachments and/or Exhibits are herewith made a part of this Request for Bid.
- C. All information shall be typewritten or clearly printed. Mistakes may be crossed out and corrections inserted before submission of your Bid. Corrections must be initialed in ink by the person signing the Bid. Bids may be completed manually and scanned for submission.
- D. Bids will not be accepted unless signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the bidder.
- E. To be considered, bids must be submitted and received by the Purchasing Division on or before the Deadline for Submitting Bids.
- F. Bids will be accepted via <https://www.bidnetdirect.com/california/countyoftulare> or email tc bids@tularecounty.ca.gov.
If bids are received after the deadline, vendors will be notified via electronic mail of the late submission. Timestamp will be used to determine timeliness of submission. The County is not responsible for late submissions due to delays in electronic delivery.
- G. All bid prices shall be F.O.B. County of Tulare.
- H. Bid prices shall remain open and valid subject to acceptance for sixty (60) days after bid closing date.
- I. Prices bid SHALL remain firm for a minimum of 120 days after award to cover subsequent purchase requirements.
- J. Prices bid by bidder are considered accurate and cannot be withdrawn after the bid is closed.
- K. Upon submission of bid documents, all such documents shall become the property of the County.
- L. Time of delivery shall be stated as the number of calendar days following receipt of the order by the bidder, to the receipt of the goods or services by the County. Time of delivery may be a consideration in the award.
- M. Prices will be considered as net if no cash discount is shown.
- N. Provide any other information not specifically requested which may be considered by the Purchasing Agent. (Purchasing Agent is not obligated to consider any information not specifically requested in this bid request.)
- O. Tulare County generally solicits bids from a wide variety of bidders which may include retailers, wholesalers, suppliers, distributors, etc.

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

2. BRAND NAMES/QUALITY

- A. Brand names and numbers, when used, are for reference to indicate the character or quality desired.
- B. Equal items will be considered, provided your offer clearly describes the article. Offers for equal items shall state the brand and number (or level of quality if item cannot be identified by brand and number)
- C. Equal items will not be considered if identical supply has been determined a necessity and the notation NO SUBSTITUTE has been entered.
- D. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
- E. The Purchasing Agent shall in all instances be the final judge in determining whether the items bid are acceptable to the County, and whether the items bid are equal in quality and utility to the specified articles.

3. SAMPLES (when applicable)

- A. Samples of articles, when required, shall be furnished free of cost of any sort to the County of Tulare.
- B. Samples of articles selected may be retained for future comparison.
- C. Samples which are not destroyed or consumed by testing, or which are not retained for future comparison will be returned upon request at bidder's expense.

4. TAXES

- A. Tulare County is exempt from payment of Federal Excise Tax. No Federal Tax should be included in the price. Exemption Certificates will be furnished when applicable.
- B. Unless otherwise definitely specified, the unit price stated herein does not include California State Sales Tax. Lump sum bids for labor and materials shall include all applicable tax.

5. CASH DISCOUNTS

In connection with any cash discount specified on this bid, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from the date correct invoices are received if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.

6. USAGE

Usage of materials will be interspersed and periodic during the contract year, and as such will not be subject to shipment of the total estimated requirements at any one time.

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT**7. QUANTITIES**

The estimated usage for each item is based on the experience of the past twelve (12) month period or are estimated requirements for one (1) year. It is not expressly implied, nor guaranteed, that the quantities shown will be used in the next contract period, and as such, the right is reserved to order decreased or increased amounts from those listed, as may be required. However, it is to be understood that these figures are quite realistic and will be considered in making an award. Actual usage, whether lesser or greater than estimated, shall not affect the prices as bid and accepted by the County.

8. INCLUSION IN THE CONTRACT

The County departments and governmental entities listed are those which will participate in the contract. However, the right is reserved by the Purchasing Agent, at his/her discretion, to include any other County department and/or governmental entity in the contract at the accepted prices.

9. LITERATURE. (when applicable)

Bidders shall submit literature which fully describes items on which they are bidding, no later than the closing date of this bid. Any and all literature submitted must be stamped with bidder's name and address.

10. GUARANTEE AGAINST DEFECTS

All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

11. PRICES F.O.B.

Quotations are to be F.O.B. PLANT LOCATION.

12. MINIMUM ORDER

Bidder's offer must indicate minimum order quantities and charges for less than minimum order quantity. If not stated, it will be assumed there are none.

13. AWARD

The County of Tulare reserves the right: (1) to award bids received on the basis of individual items or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; (4) to make partial awards or award to more than one vendor (if vendor bid prices are based only on an "all or none" award, vendor just so specify within the bid); and (5) to accept the bid that is in the best interest of the County of Tulare. The Purchasing Agent's decision shall be final.

A combination of the following factors will be considered in awarding this bid.

- A. Prices
- B. Bidder's previous records of performance and service
- C. Ability of bidder to render satisfactory goods or services in this instance
- D. Quality and conformance to specifications

The County shall be the sole judge in making this determination.

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT**14. RENEWAL**

The contract or purchase order resulting from this bid may be renewed, by mutual consent, for an additional two (2) one (1) year terms provided the prices, terms, and conditions remain the same.

15. QUANTITY & QUALITY OF MATERIALS OR SERVICES

The successful bidder shall furnish and deliver the quantities designated by the Purchasing Agent. Packing slips which clearly identify the merchandise and a listing of the County of Tulare's Purchase Order number must accompany every delivery. All materials, supplies or services furnished under contract or Purchase Order shall be in accordance with the county specifications. Materials or supplies which, in the opinion of the Purchasing Agent are not in accordance and conformity with such specifications shall be rejected and promptly removed from the County premises at the bidder's or contractor's expense.

16. INDEPENDENT CONTRACTOR STATUS

This contract is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Contract as an independent contractor. Nothing in this Contract shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Contract that they are not employees, agents or officers of COUNTY. CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

- a. Withhold FICA (Social Security) from CONTRACTOR'S payments.
- b. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
- c. Withhold state or federal income tax from payments to CONTRACTOR.
- d. Make disability insurance contributions on behalf of CONTRACTOR.
- e. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

Notwithstanding this independent contractor relationship, COUNTY, through the Purchasing Agent, shall have the right to designate the sites at which services are to be performed, and to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Contract.

17. RIGHT TO AUDIT

The County of Tulare reserves the right to verify, by examination of the successful bidder's records, all invoiced amounts when firm prices are not set forth in the Agreement or purchase order resulting from this bid.

18. LIABILITIES

- A. The successful bidder shall hold the County of Tulare, its officers, agents, and employees harmless from liability of any nature or kind because of the use of any copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under the agreement or purchase order resulting from this bid, and agrees to defend, at successful bidder's own expense, any and all actions brought against the County of Tulare or successful bidder because of the unauthorized use of such articles.

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

- B. INDEMNIFICATION: Bidder shall hold harmless, defend and indemnify the COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kinds, including death or injury to any person and/or damage to any property, including County property arising out of the acts or omissions of Contractor or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against County by any taxing authority asserting that an employer-employee relationship exists by reason of this Contract, the cost of any penalty or sanction imposed by any agency with regulatory authority over the activities carried out by Contractor, and any claims made against County alleging civil rights violations by Contractor under Government Code sections 12920 et Seq. (California Fair Employment and Housing Act). Contractor specifically agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of Contractors' employees or agents. This indemnification obligation shall continue beyond the term of this Contract as to any acts or omissions occurring under this Contract for any extension of this Contract.
- C. The foregoing obligations will continue beyond the term of the contract or purchase order resulting from this bid as to any act or omission that occurred during its term or any extension thereof.

19. DEFAULT BY SUCCESSFUL BIDDER

- A. In case of default by successful bidder by non-delivery of article(s) and or service(s) on or before the delivery date. The County may procure the article(s) and or service(s) from another source and may recover costs from successful bidder. The successful bidder may be charged, cost of transportation, the difference in cost of article(s) and or service(s) based on Contract information. The County reserves the right to be compensated deducting monies owed to successful bidder from the Contract information and or invoicing the successful bidder upon notification of the default.
- B. Inspection on deliveries which do not meet specifications, will be at the expense of successful bidder.

20. PRICES

During the period of deliveries under an agreement or purchase order resulting from this bid, should there be a decrease in prices on the balance of the deliveries, such decreases shall be made available to the County for as long as the lower prices are in effect, but at no time shall the prices charged the County exceed the prices herein quoted.

21. DELIVERIES/PICKUP

County personnel or their representative will pick up material from the plant location as indicated by the successful bidder. Frequency of pickups will be determined by the needs of the using department or agency and will be interspersed throughout the contract year. The successful bidder shall be expected to maintain a normal delivery time which is established as being within forty-eight (48) hours after receipt of order.

The successful bidder shall be expected to load materials into County's trucks in a professional and responsible manner, with care not to cause contamination of materials.

22. CONTRACT EXCLUSIVE

The provisions of the agreement or purchase order resulting from this bid shall in no way prohibit the County from making any incidental purchases from another supplier for the same commodities as herein listed

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

23. TERMINATION OF PURCHASE ORDERS OF AGREEMENTS

- A. Purchase orders or contracts which extend into a subsequent fiscal year will automatically cancel if the Tulare County Board of Supervisors does not appropriate funds for the goods and/or services under the purchase order or contract.
- B. The County of Tulare may by giving ten (10) days written notice to the successful bidder, terminate the contract or purchase order resulting from this bid prior to its expiration for due cause. Due cause for termination shall be, but not limited to, failure to deliver in quantities required within a reasonable time period, failure of the product to meet specifications, and/or for reasons of unsatisfactory service.
- C. The County may, upon giving thirty (30) days prior written notice to the vendor, terminate the contract or purchase order, with or without cause.

24. MERCHANDISE RETURNABLE FOR FULL CREDIT

Successful bidder agrees to give full credit to the County for any merchandise returned in good condition.

25. INVOICING

All invoices are to be mailed in duplicate to the various locations designated on the "Invoice Address" on each purchase order or contract. Reference shall be made to the purchase order or contract number. Invoice shall be paid once a month on all deliveries made during the month in accordance with the County's normal payment cycle.

26. VENDOR ASSISTANCE

Successful bidder shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

27. NON-FUNDING CLAUSE

Funds provided for commodities or services under the terms of this bid are contingent on availability of public funds. Should sufficient funds not be allocated during those terms, amounts due may be modified or terminated at any time by the County upon thirty (30) day notice. Notice shall be fully given in writing or through service in person or by first class mail.

28. RESPONSIBILITY FOR GOVERNMENT ENTITIES OTHER THAN COUNTY

Those governmental entities other than the County who are listed (or who have sub sequentially been included) have signified their intention to participate in the Tulare County agreement or purchase order resulting from this bid. Participation will not impose any responsibility for payment of claims or any responsibility whatsoever on the Tulare County Board of Supervisors or the County Purchasing Agent. Each such governmental entity will be billed separately, and payments will be made by warrants drawn on the appropriate funds for the governmental entity.

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

29. LOCAL PREFERENCE (Section 1-03-1301 of the Tulare County Ordinance Code):

- A. Whenever the County purchases supplies, materials, equipment, or services for the County through the use of competitive bids, the County in evaluating the price for such supplies, materials and/or equipment shall determine if the lowest responsible bidder is a local vendor as defined in this section; and, if so, the contract shall be awarded to such vendor. If low bidder is not a local vendor, any local vendor who submitted a bid which was within five percent (5%) of the low bid announced by the County shall have the option of submitting a new bid within forty-eight (48) hours (not including weekends and holidays) of the time indicated in the bid documents for the opening bid. Such new bid must be in an amount less than or equal to the low bid announced by the County. County shall award the contract to the local vendor submitting the lowest responsible bid within said 48 hours period. If no new bids are received within said 48-hour period, the contract shall be awarded to the original low bidder as announced by the County.
- B. "Local vendor" shall mean any business which:
 - (1) has had a fixed office or distribution point located in and having a street address within the County of Tulare for at least six (6) months immediately prior to the issuance of the request for bids by the County; and
 - (2) holds any required business license by the County or any city within the County; and,
 - (3) employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within the County, or if the business has no employees, shall be at least fifty percent (50%) owned by one or more persons whose primary residence is located within Tulare County.
- C. Any vendor claiming to be a local vendor as defined above shall so certify to the Purchasing Agent by indicating "yes or no" below and signature on bid document. The County Purchasing Agent shall have sole discretion to determine if a vendor meets the definition of a "local vendor".
- D. Any person or business falsely claiming to be a local vendor shall be ineligible to transact any business with the County for a period of not less than three (3) months or not more than twenty-four (24) months as determined in the sole discretion of the Purchasing Agent. The County shall also have the right to terminate all or any part of any contract entered into with such person or business.
- E. Prior to the County declaring any person or business not a "local vendor" or ineligible to transact business with the County, such person or business shall be entitled to a public hearing before the Board of Supervisors and to a five (5) day notice of the time and place thereof.
- F. This preference shall not apply to transactions required by state or federal statutes or regulations to be awarded to the "lowest responsible bidder", or otherwise exempted from local preferences.

- 30. DEBARMENT: Contractor guarantees that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal state funded health care program, or from receiving Federal fund as listed in the List of Parties Administration. Contractor must within 30 calendar days advise the County if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the County harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

See Exhibit A, attached with instructions and signature page that must be signed and submitted with this Bid.

31. INFORMATION

Information regarding the results of any bid may be obtained at the Tulare County Purchasing Department, 2637 W. Burrel Ave., Suite 200, Visalia, CA 93291 for a period of ninety (90) days from the opening date of the bid. Bid tabulations will be made available for review three (3) days after bid opening date and can be obtained from the Purchasing Department clerical staff.

32. SPECIAL CONDITIONS

Special Conditions attached hereto supersede the General Conditions to the extent of any inconsistency between them.

33. HEADINGS

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.

34. OTHER PROVISIONS

- A. PRICES shall be firm for the contract period ending **JUNE 30, 2025**, unless otherwise stated by the bidder hereon:

- B. MINIMUM ORDER quantities and charges for less than minimum order quantity shall be assumed as "NONE" unless otherwise stated by the bidder hereon:

- C. STATE PURCHASE ORDER mailing address, e-mail, and telephone number for ordering purposes:

Jaxon Enterprises, PO Box 994248, Redding, CA 96099-4248
phaker@jaxonaggregates.com 661-372-2228

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

D. STATE REMITTANCE mailing address and telephone number for payment purposes:

Jaxon Enterprises, PO Box 99428, Redding, CA 96099-4248
530-241-2112

E. DEFAULT BY SUCCESSFUL BIDDER: In case of default by successful bidder by non-delivery of article(s) and or service(s) on or before the delivery date. The County may procure the article(s) and or service(s) from another source and may recover costs from successful bidder. The successful bidder may be charged, cost of transportation, the difference in cost of article(s) and or service(s) based on Contract information. The County reserves the right to be compensated deducting monies owed to successful bidder from the Contract information and or invoicing the successful bidder upon notification of the default.

F. COMPENSATION ADJUSTMENTS for price index fluctuations for liquid asphalt, as set forth in the attached Exhibit B, apply.qwa

35. INSURANCE:

Prior to approval of a Contract by COUNTY, CONTRACTOR shall file with the Purchasing Division of Tulare County evidence of required insurance for installation as set forth in **EXHIBIT C**, attached. Insurance policies shall not be used to limit CONTRACTOR'S liability or to limit the indemnification provisions and requirements of this contract or act in any way to reduce the policy coverage and limits available from the insurer(s). The insurance coverage shall be issued at the expense of and maintained by CONTRACTOR during the entire term of the Contract. CONTRACTOR shall provide renewal policy documents throughout the life of the contract.

36. CAMPAIGN CONTRIBUTION DISCLOSURE

All bidders (potential contractors) must complete and submit with their bid, the Campaign Contribution Disclosure Form. Exhibit D attached with instructions, information, and a disclosure form must be signed and returned. For additional information, please refer to: Government Code section 84308

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV§ionNum=84308

FPPC Regulations 18438.1 through 18438.8`

<https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I76245C705A0A11EC8227000D3A7C4BC3&originationContext=documenttoc&transitionType=Default&contextD%20ata=%28sc.Default%29&contextData=%28sc.Default%29>

37. NOTIFICATION REGARDING CONTRACTOR AND GRANTEE COMPLIANCE WITH ECONOMIC SANCTIONS IMPOSED IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE

The attached **Exhibit E** sets out information regarding the obligations of County Contractors to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

BID NO. 25-001 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

SPECIAL CONDITIONS:

SPECIFICATIONS

Plant Run Cold Mix – 3/8" and 1/2" mix as per CalTrans Specs. Section #39 or as requested by County representative. SC-800 or SC-3000 grade oil as per CalTrans Spec. #93 in conformance with the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans for such Plant Run Cold Mix or as requested by County representative.

DELIVERIES: Deliveries are to be made at the vendor's plant and/or storage location as required. Approximately two hundred (200) tons to two thousand (2,000) tons per day. County representative will give 48-hour notice of delivery date.

GUARANTEE OF DELIVERY: A continued, uninterrupted and guaranteed availability of Cold Mix Material is important and necessary to the County for the economic completion of its roadwork projects.

PRICES: Prices shall be F.O.B. Plant Location and shall exclude Federal Excise Taxes, for which the County is exempt. California State Sales Tax will be allowed on the net bid price. The price per ton shall include all fees for the duration of the contract. Example, environmental fees, etc.

NOTE: For the purpose of this Request for Bid, TON is determined to be 2,000 pounds avoirdupois.

BID NO. 25-001 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

BID PRICE:

3/8" PLANT RUN COLD MIX WITH OIL

4,000 Tons total estimated quantity through June 30, 2025.

Applicable Sales Tax in addition to the price indicated.

2,000 TONS	SOUTH COUNTY	\$ <u>68⁰⁰</u>	PER TON (INCLUDES ALL FEES)
2,000 TONS	NORTH COUNTY	\$ <u>68⁰⁰</u>	PER TON (INCLUDES ALL FEES)

1/2" PLANT RUN COLD MIX WITH OIL

14,000 Tons total estimated quantity through June 30, 2025.

Applicable Sales Tax in addition to the price indicated.

7,000 TONS	SOUTH COUNTY	\$ <u>63⁰⁰</u>	PER TON (INCLUDES ALL FEES)
7,000 TONS	NORTH COUNTY	\$ <u>63⁰⁰</u>	PER TON (INCLUDES ALL FEES)

The amount of liquid asphalt added to produce Plant Run Cold Mix shall be determined by the Engineer. OK

INDICATE PLANT LOCATION/SHIPPING POINT: 27671 Ave 120, Porterville CA 93257

Compensation adjustment for price index fluctuations applies to this contract per Exhibit B, attached.

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

½" HOT ASPHALT CONCRETE

Asphalt Concrete shall be Type B, ½" maximum and shall conform to the provisions in Section 39, "Asphalt Concrete", of the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans or as requested by County representative. Oil shall be: Asphalt Binder Oil PG 64-10.

6,000 Tons total estimated quantity through June 30, 2025.

Applicable Sales Tax in addition to the price indicated.

3,000 TONS	SOUTH COUNTY	\$ 61 ⁰⁰	PER TON (INCLUDES ALL FEES)
3,000 TONS	NORTH COUNTY	\$ 61 ⁰⁰	PER TON (INCLUDES ALL FEES)

The amount of asphalt binder to be mixed with the aggregate for Type B asphalt concrete will be determined by the Engineer OL

INDICATE PLANT LOCATION/SHIPPING POINT: 27671 Ave 120 Porterville CA

Compensation adjustment for price index fluctuations applies to this contract per Exhibit B, 93257 attached.

PARTICIPATING DEPARTMENTS:

RMA Road Yard #1, Porterville
RMA Road Yard #2/3, Visalia
RMA Road Yard #4, Dinuba
RMA Road Yard #5, Terra Bella

Note: Page 13-14 must be completed and submitted.

ATTACHMENTS:

****EXHIBIT A, DEBARMENT - MUST BE RETURNED SIGNED WITH THIS BID FORM.**

****EXHIBIT D, CAMPAIGN CONTRIBUTION DISCLOSURE FORM – MUST BE COMPLETED AND RETURNED WITH THIS BID**

****NOTE:** FAILURE TO SUBMIT THE ABOVE-REFERENCED ITEMS AND BID FORM SHALL CAUSE BIDDER TO BE NON-RESPONSIVE.

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this bid, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this bid is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, bid, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this bid is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATION

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

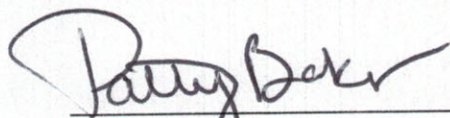
(b) Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

BID NO. 25-001 - $\frac{3}{8}$ "- $\frac{1}{2}$ " COLD MIX MATERIAL & $\frac{1}{2}$ " HOT MIX ASPHALT CONCRETE - MATERIAL CONTRACT

(c) Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.



Signature

April 18, 2024
Date

Patty Baker - Sales Rep.
Printed Name & Title

Jaxon Enterprises DBA Deer Creek Asphalt
Name of Agency or Company

BID NO. 25-001 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

EXHIBIT B

5-I. PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS GENERAL

Summary

This section applies to asphalt contained in materials for pavement structural sections and pavement surface treatments such as hot mix asphalt (HMA), plant run cold mix (PRCM), tack coat, asphaltic emulsions, bituminous seals, asphalt binders, and modified asphalt binders placed in the work.

The Engineer adjusts payment if the California Statewide Crude Oil Price Index for the month the material is placed is more than 5 percent higher or lower than the price index at the time of contract.

The California Statewide Crude Oil Price Index is determined each month on or about the last business day of the month by the Department using the average of the posted prices in effect for the previous month as posted by Chevron, ExxonMobil, and ConocoPhillips for the Buena Vista, Huntington Beach, and Midway Sunset fields.

If a company discontinues posting its prices for a field, Caltrans determines the index from the remaining posted prices. Caltrans may include additional fields to determine the index. For the California Statewide Crude Oil Price Index, go to:

<http://www.dot.ca.gov/hq/construc/crudeoilindex/>

If the adjustment is a decrease in payment, the County deducts the amount from the monthly progress payment.

ASPHALT QUANTITIES

General

Interpret the term "ton" as "tonne" for projects using metric units.

Hot Mix Asphalt/Plant Run Cold Mix

The Engineer calculates the quantity of asphalt in HMA or PRCM using the following formula:

$$Q_h = HMATT \times [X_a / (100 + X_a)]$$

where:

Q_h = quantity in tons of asphalt used in HMA or PRCM
 HMATT = HMA or PRCM total tons placed
 X_a = theoretical asphalt content from job mix formula expressed as percentage of the weight of dry aggregate

BID NO. 25-001 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT**Hot Mix Asphalt Containing Reclaimed Asphalt Pavement (RAP)**

The Engineer calculates the quantity of asphalt in HMA containing RAP using the following formulas:

$$Q_{rap} = HMATT \times [X_{aa} / (100 + X_{aa})]$$

where:

$$X_{aa} = X_{ta} - [(100 - X_{new}) \times (X_{ra} / 100)]$$

and

- Q_{rap} = quantity in tons of asphalt used in HMA containing RAP
- HMATT = HMA total tons placed
- X_{aa} = asphalt content of HMA adjusted to account for the asphalt content in RAP expressed as percentage of the weight of dry aggregate
- X_{ta} = total asphalt content of HMA expressed as percentage of the weight of dry aggregate
- X_{new} = theoretical percentage of new aggregate in the HMA containing RAP determined from RAP percentage in the job mix formula
- X_{ra} = asphalt content of RAP expressed as percentage

Asphaltic Emulsion

The Engineer calculates the quantity of asphalt in asphaltic emulsions, including fog seals and tack coat, using the following formula:

$$Q_e = AETT \times (X_e / 100)$$

where:

- Q_e = quantity in tons of asphalt used in asphaltic emulsions
- AETT = undiluted asphaltic emulsions total tons placed
- X_e = minimum percent residue specified in Section 94, "Asphaltic Emulsions." of the Standard Specifications based on the type of emulsion used

Other Materials

For other materials containing asphalt not covered above, the Engineer determines the quantity of asphalt (Q_o).

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT**PAYMENT ADJUSTMENTS**

The Engineer includes payment adjustments for price index fluctuations in progress pay estimates. If material containing asphalt is placed within 2 months during 1 estimate period, the Engineer calculates 2 separate adjustments. Each adjustment is calculated using the price index for the month in which the quantity of material containing asphalt subject to adjustment is placed in the work. The sum of the 2 adjustments is used for increasing or decreasing payment in the progress pay estimate.

The Engineer calculates each payment adjustment as follows:

$$PA = Q_t \times A$$

where:

PA = Payment adjustment in dollars for asphalt contained in materials placed in the work for a given month.

Q_t = Sum of all quantities of asphalt-contained materials in pavement structural sections and pavement surface treatments placed ($Q_h + Q_{rh} + Q_{mh} + Q_{rap} + Q_{tc} + Q_e + Q_{ss} + Q_{mab} + Q_o$).

A = Adjustment in dollars per ton of asphalt used to produce materials placed in the work rounded to the nearest \$0.01.

For US Customary projects, use:

$A = [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

For metric projects, use:

$A = 1.1023 \times [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = 1.1023 \times [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

I_u = California Statewide Crude Oil Price Index for the month in which the quantity of asphalt subject to adjustment was placed in the work.

I_b = California Statewide Crude Oil Price Index for the month in which the bid opening for the project occurred

T = Sales and use tax rate, expressed as a percent, currently in effect in the tax jurisdiction where the material is placed. If the tax rate information is not submitted timely, the statewide sales and use tax rate is used in the payment adjustment calculations until the tax rate information is submitted.

BID NO. 25-001 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

EXHIBIT C

NON-PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Commercial General Liability coverage of \$1,000,000 on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (occurrence Form CG 00 01). If a general aggregate applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit must be no less than \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of no less than \$1,000,000 per accident for bodily injury and property damage. If an annual aggregate applies it must be no less than 2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

B. Specific Provisions of the Certificate

1. If any of the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY OF TULARE, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operation.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *Each insurance policy required by this agreement shall provide that coverage shall not be canceled, except with written notice to the COUNTY.*
 - d. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of the CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(mark X if applicable)

☐ Automobile Exemption: I certify that [redacted] does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

☐ Workers' Compensation Exemption: I certify that [redacted] is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name Patty Baker Date: April 18, 2024

Contractor Name Jaxon Enterprises DBA Deer Creek Asphalt

Signature Patty Baker

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.
- C. Deductibles and Self-Insured Retentions
Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.
 - D. Acceptability of Insurance
Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.
 - E. Verification of Coverage
Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

EXHIBIT D - CAMPAIGN CONTRIBUTION DISCLOSURE EXHIBIT & FORM

COUNTY OF TULARE CAMPAIGN CONTRIBUTION DISCLOSURE INFORMATION

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use, including most contracts and franchises, pending before the Board of Supervisors ("Board") of the County of Tulare or any of its affiliated agencies.

IMPORTANT NOTICE

Government Code section 84308 (also known as the "Levine Act") contains requirements that are summarized generally as follows:

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any member of the Board of Supervisors or other County official who may participate in your proceeding. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends 12 months after a final decision is rendered by the Board of Supervisors or other County officer. In addition, no Board member or other County official or alternate who may participate in your proceeding may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any Board member or other County officer who may participate in your proceeding during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual Board member or other County officer who may participate in your proceeding during the 12 months preceding the decision on the application or proceeding, that Board member or other County officer must disqualify himself or herself from the decision. However, disqualification is not required if the Board member or other County official returns the campaign contribution within 30 days from the time the member or official knows, or should have known, about both the contribution and the fact that you are a Party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your application or proposal, or with the first written document you file or submit after the proceeding commences.

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents" for purposes of these rules.
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency relationship, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different Board of Supervisors members or other County officer who may participate in your proceeding are not aggregated with contributions to the first Board member but are aggregated as to each Board member or other County officer who may participate in your proceeding.
4. A list of the Board of Supervisors members and other County officials is attached.

This notice summarizes the major requirements of Government Code section 84308 of the Political Reform Act and California Code of Regulations, Title 2 sections 18438.1-18438.8.

Jlk/3-6-23/2023228/1936970.docx

BID NO. 25-001 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

COUNTY OF TULARE CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Application or Solicitation Number: _____
Application or Solicitation Title: _____

Was a campaign contribution, regardless of the dollar amount, made to any member of the Tulare County Board of Supervisors or to any County Officer on or after January 1, 2023, by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes _____ No X

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____
Contributor or Contributor Firm's Name: _____
Contributor or Contributor Firm's Address: _____

Is the Contributor: (check applicable boxes)

☐ The Applicant	Yes ☐ No ☐
☐ Subcontractor	Yes ☐ No ☐
☐ The Applicant's agent/ or lobbyist	Yes ☐ No ☐

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Board of Supervisors Member(s) and County Agency Officer(s) to whom you, your subcontractors, and/or agent/lobbyist made campaign contributions on or after January 1, 2023, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board of Supervisors Member or County Agency Officer: _____
Name of Contributor: _____
Date(s) of Contribution(s): _____
Amount(s): _____

(Please add an additional sheet(s) to identify additional Board Members or County Agency Officer to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Board Members or County Agency Officers by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

April 18, 2024

Date

Jaxon Aggregates DBA Deer Creek
Print Firm Name if applicable Asphalt

Patty Baker
Signature of Applicant

Patty Baker
Print Name of Applicant

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

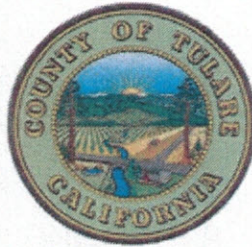


EXHIBIT E

ATTENTION ALL COUNTY OF TULARE CONTRACTORS AND GRANTEES

Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

As a reminder, agreements with the County of Tulare include portions which require compliance with all local, state, and federal laws and directives which includes Executive Orders such as the EO discussed here. The EO may not apply to or effect your agreement with the County. Please reach out to our department in order to seek clarification should you have any questions.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.



JAXOENT-01

TTAGANAP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/24/2023

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 License # 0C36861 Alliant Insurance Services, Inc. 560 Mission St 6th Fl San Francisco, CA 94105	CONTACT NAME: Joey Silachanh PHONE (A/C, No, Ext): (415) 403-1422 FAX (A/C, No): (415) 874-4818 E-MAIL ADDRESS: Joey.Silachanh@alliant.com														
INSURED Jaxon Enterprises dba: W. Jaxon Baker, Inc. PO Box 994248 Redding, CA 96099-4248	<table border="1"> <tr> <th data-bbox="771 483 1372 514">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1372 483 1513 514">NAIC #</th> </tr> <tr> <td data-bbox="771 514 1372 546">INSURER A: BITCO General Insurance Corp</td> <td data-bbox="1372 514 1513 546">20095</td> </tr> <tr> <td data-bbox="771 546 1372 577">INSURER B:</td> <td data-bbox="1372 546 1513 577"></td> </tr> <tr> <td data-bbox="771 577 1372 609">INSURER C:</td> <td data-bbox="1372 577 1513 609"></td> </tr> <tr> <td data-bbox="771 609 1372 640">INSURER D:</td> <td data-bbox="1372 609 1513 640"></td> </tr> <tr> <td data-bbox="771 640 1372 672">INSURER E:</td> <td data-bbox="1372 640 1513 672"></td> </tr> <tr> <td data-bbox="771 672 1372 686">INSURER F:</td> <td data-bbox="1372 672 1513 686"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: BITCO General Insurance Corp	20095	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: BITCO General Insurance Corp	20095														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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 ☒ PROJECT ☐ LOC OTHER:	X	CLP3734565	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		CAP3734566	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
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	X WC3734564	10/1/2023	10/1/2024	☒ PER STATUTE ☐ OTHER 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)

Re: All Operations in Tulare County as required by written contract

County of Tulare, its officers, agents, employees and volunteers are included as additional insured as respects General Liability, per endorsements attached. Workers' Compensation applies in favor of the above referenced additional insureds, per the attached endorsement.

CERTIFICATE HOLDER

CANCELLATION

Tulare County Purchasing Department
 2500 W. Burrel, Suite B-1
 Visalia, CA 93291

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

POLICY NUMBER: CLP3734565

***** B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS**

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured 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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

C. AUTOMATIC WAIVER OF SUBROGATION

Item 8. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

8. **Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.**
 - a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
 - b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

Item **A.2.b.** of the **COMMON POLICY CONDITIONS**, is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

POLICY NUMBER: CLP3734565

Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a "residential project" or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to **Section V – Definitions**

"Residential project" means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A "residential project" does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

*** **Q. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS**

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for that additional insured and included in the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

R. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any architect, engineer or surveyor who is required by written contract to be an additional insured 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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be

BITCO GENERAL INSURANCE CORPORATION
BITCO NATIONAL INSURANCE COMPANY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHEN REQUIRED BY WRITTEN CONTRACT.

The premium charge for this endorsement is \$

Named Insured	JAXON ENTERPRISES		
Policy Number	WC3734564	Endorsement No.	
Policy Period	10/01/2023 to 10/01/2024	Endorsement Effective Date:	10/01/2023
Producer's Name:	ALLIANT INSURANCE SERVICES, INC.		
Producer Number:			

Certificate Of Completion

Envelope Id: FBB1C9BBDF8F4750B872B78409707A14

Status: Completed

Subject: 1/2" HOT ASPHALT CONCRETE – NORTH/ SOUTH COUNTY

Source Envelope:

Document Pages: 41

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Elaine Anderson

AutoNav: Enabled

2637 W. Burrel Ave.

Envelope Stamping: Enabled

Suite 200

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Visalia, CA 93291

EAnderson@tularecounty.ca.gov

IP Address: 54.211.82.250

Record Tracking

Status: Original

Holder: Elaine Anderson

Location: DocuSign

4/25/2024 5:27:56 PM

EAnderson@tularecounty.ca.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO County of Tulare

Location: DocuSign

Signer Events

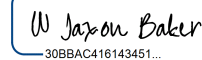
W Jaxon Baker

wjbaker@wjbinc.net

Pres

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:


30BBAC416143451...**Timestamp**

Sent: 4/25/2024 5:31:26 PM

Viewed: 4/25/2024 5:32:31 PM

Signed: 4/25/2024 5:32:48 PM

Signature Adoption: Pre-selected Style

Using IP Address: 68.189.45.56

Electronic Record and Signature Disclosure:

Accepted: 4/25/2024 5:32:31 PM

ID: d453b342-05ac-458b-a7af-6ee00cc52536

Cher Castellini

CCastellini@tularecounty.ca.gov

Purchasing Manager

County of Tulare

Security Level: Email, Account Authentication
(None)

DocuSigned by:


1F1809FA5751482...

Sent: 4/25/2024 5:32:50 PM

Viewed: 4/26/2024 8:15:50 AM

Signed: 4/26/2024 8:17:58 AM

Signature Adoption: Pre-selected Style

Using IP Address: 192.189.152.6

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/25/2024 5:31:26 PM
Certified Delivered	Security Checked	4/26/2024 8:15:50 AM
Signing Complete	Security Checked	4/26/2024 8:17:58 AM
Completed	Security Checked	4/26/2024 8:17:58 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO County of Tulare (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO County of Tulare:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: smcastellini@tularehhsa.org

To advise Carahsoft OBO County of Tulare of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at smcastellini@tularehhsa.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO County of Tulare

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to smcastellini@tularehhsa.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO County of Tulare

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to smcastellini@tularehhsa.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO County of Tulare as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO County of Tulare during the course of your relationship with Carahsoft OBO County of Tulare.



COUNTY OF TULARE

GENERAL SERVICES AGENCY

Purchasing Division

April 25, 2024

Jaxon Enterprises
Dba Deer Creek Asphalt
1643 Tahoe Court
Redding, CA 96003

Email: pbaker@jaxonaggregates.com

SUBJECT: MATERIAL CONTRACT NO. 1958 – 3/8" COLD MIX – NORTH/SOUTH COUNTY

GENERAL: This is to notify you that the Tulare County Purchasing Agent is accepting your Bid No. 25-001 dated April 4, 2024 for the supplying of 3/8" Cold Mix-North/South County to the County of Tulare as indicated on the attached sheets. The above contract number has been issued and the contract will be effective, subject to the terms and conditions of the bid and to the provisions as incorporated herein through the period beginning July 1, 2024 and ending **JUNE 30, 2025**.

PRICES: The prices as bid are to be the maximum charged for the period of the contract. The Contractor shall immediately notify the County of all manufacturer's price decreases and the County of Tulare shall receive the full benefit of all such decreases, effective on the date of the manufacturer's general public announcement. The attached sheets and enclosures enumerate the prices applicable herein.

Prices are F.O.B. Destination to various County Departments or Governmental Entities.

Federal Excise Tax Exempt.

State Sales Tax to be added.

Cash discount terms: NET 1% 30 DAYS

ATTACHED SHEETS: The attached sheets and enclosures are herewith made a part of this contract.

USAGE: Usage of materials will be interspersed and periodic during the contract year, and as such will not be subject to shipment of the total estimated requirements at any one time.

DELIVERIES: Deliveries are to be made to the using department or agency by common transportation carrier, by the Contractor's own equipment, or by other means so as to effect prompt delivery.

Material Contract
Page One

Due care shall be exercised in packing, handling and shipping to assure arrival of the material at its final destination in excellent condition. Any damage, loss, breakage, deterioration or other reason causing material not to arrive, or to arrive in other than excellent condition, shall be the responsibility of the Contractor. Frequency of delivery will be determined by the needs of the using department or agency and will be interspersed throughout the contract year.

The supplier shall be expected to maintain a normal delivery time which is established as being THIRTY (30) CALENDAR DAYS after receipt of order. Deliveries are to be made to the points indicated, as required. Sufficient notice will be given to the Contractor to effect the required delivery.

QUANTITY & QUALITY OF MATERIALS OR SERVICE: The Contractor shall furnish and deliver the quantities designated by the Purchasing Agent. Packing slips which clearly identify the merchandise and the County of Tulare's Purchase Order number or agreement must accompany every delivery. All materials, supplies or services furnished under an agreement or Purchase Order resulting from this agreement shall be in accordance with the County's specifications. Materials or supplies, which in the opinion of the Purchasing Agent are not in accordance and conformity with such specifications, shall be rejected and promptly removed from the County's premises at the Contractor's expense. A resulting contract does not guarantee a specific amount of business.

INCLUSION IN THE CONTRACT: The County departments and governmental entities listed are those which will participate in the Contract. However, the right is reserved by the Purchasing Agent, at his discretion, to include any other County department and/or Governmental Entity in the Contract at the accepted prices.

RESPONSIBILITY FOR GOVERNMENTAL ENTITIES OTHER THAN THE COUNTY: Those Governmental Entities other than the County and its departments who are listed in the Request-For-Bids or who are subsequently included have signified their intention to participate in the Tulare County Contract. Participation will not impose any responsibility for payment of claims on the Tulare County Board of Supervisors or the County Purchasing Agent. Each such Governmental Entity will be billed separately, and payments will be made by warrants drawn on the appropriate funds for the Governmental Entity.

CONTRACT EXCLUSIVE: The provisions of the contract shall in no way prohibit the County from making incidental purchases from another suppliers for the same commodities as herein listed.

MERCHANDISE RETURNABLE FOR FULL CREDIT: Contractor agrees to give full credit for any merchandise sold by him on contract, if returned in good condition by the County.

GUARANTEE AGAINST DEFECTS: All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

PURCHASE ORDERS: Purchase Orders will be issued throughout the contract year to the Contractor for the requirements as needed for the department or agency.

INVOICING: All invoices are to be mailed in duplicate to the various locations designated on the "Invoice Address" on each purchase order. Reference shall be made to the purchase order number. Invoice shall be paid once a month on all deliveries made during the month.

RIGHT TO AUDIT: The County of Tulare reserves the right to verify, by examination of Contractor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

CASH DISCOUNT: In connection with any cash discount specified on this contract, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check. (It is generally the County's policy to take any and all discounts regardless of date of delivery or invoice.)

DEFAULT BY CONTRACTOR: In case of default by the Contractor, the County of Tulare may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in the contract or Purchase Order and actual cost thereof to the County of Tulare. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

CONTRACTOR ASSISTANCE: Contractor shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

LIABILITIES: The Contractor shall hold the County of Tulare, its officers, agents, and employees harmless from liability of any nature or kind because of the use of any copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at Contractor's own expense, any and all actions brought against the County of Tulare or Contractor because of the unauthorized use of such articles.

INDEPENDENT CONTRACTOR STATUS: This Contract is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Contract as an independent contractor. Nothing in this Contract shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Contract that they are not employees, agents or officers of COUNTY. CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

- a. Withhold FICA (Social Security) from CONTRACTOR'S payments.
- b. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
- c. Withhold state or federal income tax from payments to CONTRACTOR.
- d. Make disability insurance contributions on behalf of CONTRACTOR.
- e. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

Notwithstanding this independent contractor relationship, COUNTY, through the Purchasing Agent, shall have the right to designate the sites at which services are to be performed, and to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Contract.

INDEMNIFICATION: CONTRACTOR shall hold harmless, defend and indemnify the COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to any property, including COUNTY property arising out of the acts or omissions of CONTRACTOR or its agents, officers and employees under this Contract. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Contract, the cost of any penalty or sanction imposed by any agency with regulatory authority over the activities carried out by CONTRACTOR, and any claims made against COUNTY alleging civil rights violations by CONTRACTOR under Government Code sections 12920 et Seq. (California Fair Employment and Housing Act). CONTRACTOR specifically agrees to hold harmless and indemnify COUNTY for any and all claims arising out of any injury, disability, or death of CONTRACTORS employees or agents. This indemnification obligation shall continue beyond the term of this Contract as to any acts or omissions occurring under this Contract or any extension of this Contract.

It is the policy of the County of Tulare Board of Supervisors that in connection with all work performed under a purchase order or agreement with Tulare County, there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, sex, or religious creed, and therefore, the Contractor agrees to comply with applicable Federal and California laws regarding employment practices. In addition, the Contractor agrees to require like compliance by all sub-contractors employed on the work by Contractor.

The foregoing obligations will continue beyond the term of the contract as to any act or omission that occurred during the term of the contract or any extension to the contract.

RENEWAL: The Contract may be renewed, by mutual written consent, for an additional TWO (2) ONE (1) year terms provided the prices, terms, and conditions remain the same.

NON-FUNDING CLAUSE: Funds provided for commodities or service under the terms of this contract are contingent on availability of public funds. Should sufficient funds not be allocated during those terms, this contract may be modified or terminated at any time by the County upon thirty (30) day notice. Notice shall be fully given in writing or through service in person or by first class mail.

TERMINATION OF CONTRACT: The County of Tulare may by giving ten (10) days written notice to the Contractor, terminate the contract prior to its expiration for due cause. Due cause for termination of contract shall be, but not limited to, failure to deliver in quantities required within a reasonable time period, failure of the product to meet specifications, and/or for reasons of unsatisfactory service.

The County may, upon giving thirty (30) days written notice to the Contractor, terminate the contract, with or without cause.

GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County California.

HEADINGS: Section 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.

COMPLIANCE WITH LAW: CONTRACTOR shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

CONFLICT OF INTEREST:

(a) CONTRACTOR agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

(b) CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interests laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.

FORM DE-542: CONTRACTOR acknowledges that this Agreement is subject to filing obligations pursuant to Unemployment Insurance Code Section 1088.8. Accordingly, COUNTY has an obligation to file a report with the Employment Development Department, which report will include the CONTRACTOR's full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. CONTRACTOR agrees to cooperate with COUNTY to make such information available and to complete Form DE- 542. Failure to provide the required information may, at COUNTY's option, prevent approval of this Agreement, or be grounds for termination by COUNTY.

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 matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

CONSTRUCTION: This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of COUNTY.

WAIVERS: The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

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

EXHIBITS AND RECITALS: The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

NO THIRD-PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

OTHER PROVISIONS:

ACCEPTED:

Date 4/26/2024

COUNTY OF TULARE

DocuSigned by:
By Cher Castellini
Purchasing Agent 1F1809FA5751482...

ACCEPTED:

Date 4/26/2024

JAXON ENTERPRISES DBA DEER CREEK ASPHALT

DocuSigned by:
By W Jaxon Baker
30BBAC416143451...
Title Pres

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

CONTRACT NO.: 1958

VENDOR NO.: 1241600
VENDOR NAME: JAXON ENTERPRISES
DBA DEER CREEK ASPHALT
STREET ADDRESS: 1643 TAHOE COURT
CITY STATE ZIP CODE: REDDING, CA 96003

BID/PROPOSAL NO.: 25-001
PHONE: (530) 241-2112
Or (661) 372-2228
FAX: (530) 243-0787
VENDOR CONTACT NAME:
Patty Baker
E-MAIL:
pbaker@jaxonaggregates.com

ORDER FROM: JAXON ENTERPRISES
DBA DEER CREEK ASPHALT
STREET ADDRESS: 1643 TAHOE COURT
CITY STATE ZIP CODE: REDDING, CA 96003

REMIT TO: JAXON ENTERPRISES
STREET ADDRESS: PO BOX 994248
CITY STATE ZIP CODE: REDDING, CA 96099-4248

SUBJECT: 3/8" COLD MIX MATERIAL – NORTH/SOUTH COUNTY

COMMODITY CODE: 74514

CONTRACT PERIOD: JULY 1, 2024 THROUGH **JUNE 30, 2025**

PAYMENT TERMS: NET 1% 30 DAYS

SALES TAX: IN ADDITION TO PRICES SHOWN WHEN APPLICABLE

DELIVERY: F.O.B. PLANT LOCATION

MINIMUM ORDER: NONE

MERCHANDISE RETURNS: FULL CREDIT TO THE COUNTY FOR ANY MERCHANDISE RETURNED IN UNOPENED CONDITION.

PRICES: SEE **EXHIBIT B** – COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTIONS APPLY TO THIS CONTRACT. FIRM FOR THE CONTRACT PERIOD

CONTRACT NO.: 1958

SUPPLIER PART NUMBER	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE
001	3/8" COLD MIX – NORTH/SOUTH COUNTY	TON	\$68.00

SPECIFICATIONS

DELIVERIES: Deliveries are to be made at the vendor's plant and/or storage location as required. Approximately two hundred (200) tons to two thousand (2,000) tons per day. County representative will give 48 hours notice of delivery date.

GUARANTEE OF DELIVERY: A continued, uninterrupted and guaranteed availability of Cold Mix Material is important and necessary to the County for the economic completion of its road work projects.

PRICES: Prices shall be F.O.B. Plant Location and shall exclude Federal Excise Taxes, for which the County is exempt. California State Sales Tax will be allowed on the net bid price. The price per ton shall include all fees for the duration of the contract. Example, environmental fees, etc.

NOTE: For the purpose of this Request for Bid, TON is determined to be 2,000 pounds avoirdupois.

3/8" PLANT RUN COLD MIX with OIL: \$ 68.00 PER TON

Plant Run Cold Mix – 3/8" mix as per CalTrans Specs. Section #39 or as requested by County representative. SC-800 or SC-3000 grade oil as per CalTrans Spec. #93 in conformance with the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans for such Plant Run Cold Mix or as requested by County representative.

4,000 Tons total estimated quantity for North County/South County through June 30, 2025.

Applicable sales tax will be added in addition to the price indicated above.

The amount of liquid asphalt added to produce Plant Run Cold Mix shall be determined by the Engineer.

PLANT LOCATION/SHIPPING POINT: 27671 AVENUE 120, PORTERVILLE, CA 93257
SMARA MINE ID 91-54-0021

PARTICIPATING DEPARTMENTS:

RMA Road Yard #1, Porterville
RMA Road Yard #2/3 Visalia
RMA Road Yard #4, Dinuba
RMA Road Yard #5, Terra Bella

REQUEST FOR BID

THIS IS NOT AN ORDER

COUNTY OF TULARE

Office of

PURCHASING AGENT

2637 W. Burrell Ave., Suite 200
Visalia, CA 93291-4593



Date: April 4, 2024

Req: 252305755

REFER TO BID NO.

25-001

By: Cher Castellini
Phone: 559 -205-1100

Bids will be received by the Tulare County Purchasing Agent until 2:00 PM PST on April 18, 2024. Please submit bids through <https://www.bidnetdirect.com/california/countyoftulare>, or via email tcbids@tularecounty.ca.gov.

NOTICE: Bid on each item separately unless instructions read otherwise. Attach complete specifications for any substitutions offered or when clarification is desirable or necessary. The right is reserved to reject any or all bids.

Indicate **BID NUMBER** and **BID CLOSING DATE** in the subject line of your email.

3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

The Tulare County Purchasing Agent invites bids to be submitted for the purchase of **3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT** as required. Such contract will be for a one (1) year period effective beginning **JULY 1, 2024**, and ending **JUNE 30, 2025**.

BIDDERS QUESTIONS: Bidders may email any questions they have pertaining to this Request for Bid to <https://www.bidnetdirect.com/california/countyoftulare> or via email to: tcbids@tularecounty.ca.gov. Any and all questions must be submitted by **2:00 p.m. April 11, 2024**, in order to be considered. Questions and answers will be distributed to all bidders only, if necessary, to clarify substantive items raised. No changes and/or additions will be made to this Request for Bid within forty (40) working hours of its closing date.

DEFAULT BY SUCCESSFUL BIDDER: In case of default by successful bidder by non-delivery of article(s) and or service(s) on or before the delivery date. The County may procure the article(s) and or service(s) from another source and may recover costs from successful bidder. The successful bidder may be charged, cost of transportation, the difference in cost of article(s) and or service(s) based on Contract information. The County reserves the right to be compensated deducting monies owed to successful bidder from the Contract information and or invoicing the successful bidder upon notification of the default.

INTENT: The County is in need of Cold Mix and Hot Mix Asphalt Concrete Material for its road projects. Due to increasing fuel costs, it is more economical for the County to award two (2) contracts. One for the South end and one for the North end of the County. For the purpose of this bid, Avenue 232 will be used as the dividing line.

ATTACHED SHEETS: The attached sheets indicate the condition of the bid and contract, specifications, using departments and agencies, and estimated quantities of the products to be used for one (1) year. Quantities estimated will be used for basis of award and are based on past year's usage.

**THE FOLLOWING SIGNATURE PAGE MUST BE COMPLETED
AND SIGNED BY THE VENDOR AND SUBMITTED WITH THE VENDOR'S BID.**

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

RETURN BID WITH THIS FORM.

Signature Page

VENDOR TO COMPLETE THIS PAGE

PARTICIPATION

The County is currently a member of the Central Valley Purchasing Group which consists of Fresno, Kern, Kings and Tulare Counties, and the Political Subdivision, Municipalities and Tax Supported Agencies within these County boundaries. Whenever possible, these entities wish to co-op (piggy-back) on existing bids. Please state if your bid will or will not be extended to these entities under the same terms and conditions as stated in this bid.

Select YES or NO.

YES	☒	NO	☐
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DOES COMPANY MEET THE REQUIREMENTS OF A "LOCAL VENDOR" (Refer to Section 31)

Select YES or NO.

YES	☒	NO	☐
-----	-------------------------------------	----	--------------------------

Undersigned agrees to furnish the commodities and/or services as stipulated in this REQUEST FOR BID at the prices/fees, terms, and conditions stated.

Company: Jaxon Enterprises DBA Deer Creek Asphalt
 Address: 27671 Ave 120 County: Tulare
 City: Porterville State: CA Zip: 93257 Phone No: 559-793-0903
 Name: Patty Baker Signature: Patty Baker
 Title: Sales Rep. Date: April 18, 2024
 Email Address: pbaker@jaxonaggregates.com

Note: This signature page must be turned in with your Bid

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

REQUEST FOR BID
GENERAL CONDITIONS

1. PREPARATION OF BIDS

- A. All information requested of the bidder shall be entered in the appropriate space(s) on the form. Failure to do so may disqualify your offer.
- B. Any Attachments and/or Exhibits are herewith made a part of this Request for Bid.
- C. All information shall be typewritten or clearly printed. Mistakes may be crossed out and corrections inserted before submission of your Bid. Corrections must be initialed in ink by the person signing the Bid. Bids may be completed manually and scanned for submission.
- D. Bids will not be accepted unless signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the bidder.
- E. To be considered, bids must be submitted and received by the Purchasing Division on or before the Deadline for Submitting Bids.
- F. Bids will be accepted via <https://www.bidnetdirect.com/california/countyoftulare> or email tc bids@tularecounty.ca.gov.
If bids are received after the deadline, vendors will be notified via electronic mail of the late submission. Timestamp will be used to determine timeliness of submission. The County is not responsible for late submissions due to delays in electronic delivery.
- G. All bid prices shall be F.O.B. County of Tulare.
- H. Bid prices shall remain open and valid subject to acceptance for sixty (60) days after bid closing date.
- I. Prices bid SHALL remain firm for a minimum of 120 days after award to cover subsequent purchase requirements.
- J. Prices bid by bidder are considered accurate and cannot be withdrawn after the bid is closed.
- K. Upon submission of bid documents, all such documents shall become the property of the County.
- L. Time of delivery shall be stated as the number of calendar days following receipt of the order by the bidder, to the receipt of the goods or services by the County. Time of delivery may be a consideration in the award.
- M. Prices will be considered as net if no cash discount is shown.
- N. Provide any other information not specifically requested which may be considered by the Purchasing Agent. (Purchasing Agent is not obligated to consider any information not specifically requested in this bid request.)
- O. Tulare County generally solicits bids from a wide variety of bidders which may include retailers, wholesalers, suppliers, distributors, etc.

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

2. BRAND NAMES/QUALITY

- A. Brand names and numbers, when used, are for reference to indicate the character or quality desired.
- B. Equal items will be considered, provided your offer clearly describes the article. Offers for equal items shall state the brand and number (or level of quality if item cannot be identified by brand and number)
- C. Equal items will not be considered if identical supply has been determined a necessity and the notation NO SUBSTITUTE has been entered.
- D. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
- E. The Purchasing Agent shall in all instances be the final judge in determining whether the items bid are acceptable to the County, and whether the items bid are equal in quality and utility to the specified articles.

3. SAMPLES (when applicable)

- A. Samples of articles, when required, shall be furnished free of cost of any sort to the County of Tulare.
- B. Samples of articles selected may be retained for future comparison.
- C. Samples which are not destroyed or consumed by testing, or which are not retained for future comparison will be returned upon request at bidder's expense.

4. TAXES

- A. Tulare County is exempt from payment of Federal Excise Tax. No Federal Tax should be included in the price. Exemption Certificates will be furnished when applicable.
- B. Unless otherwise definitely specified, the unit price stated herein does not include California State Sales Tax. Lump sum bids for labor and materials shall include all applicable tax.

5. CASH DISCOUNTS

In connection with any cash discount specified on this bid, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from the date correct invoices are received if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.

6. USAGE

Usage of materials will be interspersed and periodic during the contract year, and as such will not be subject to shipment of the total estimated requirements at any one time.

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT**7. QUANTITIES**

The estimated usage for each item is based on the experience of the past twelve (12) month period or are estimated requirements for one (1) year. It is not expressly implied, nor guaranteed, that the quantities shown will be used in the next contract period, and as such, the right is reserved to order decreased or increased amounts from those listed, as may be required. However, it is to be understood that these figures are quite realistic and will be considered in making an award. Actual usage, whether lesser or greater than estimated, shall not affect the prices as bid and accepted by the County.

8. INCLUSION IN THE CONTRACT

The County departments and governmental entities listed are those which will participate in the contract. However, the right is reserved by the Purchasing Agent, at his/her discretion, to include any other County department and/or governmental entity in the contract at the accepted prices.

9. LITERATURE. (when applicable)

Bidders shall submit literature which fully describes items on which they are bidding, no later than the closing date of this bid. Any and all literature submitted must be stamped with bidder's name and address.

10. GUARANTEE AGAINST DEFECTS

All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

11. PRICES F.O.B.

Quotations are to be F.O.B. PLANT LOCATION.

12. MINIMUM ORDER

Bidder's offer must indicate minimum order quantities and charges for less than minimum order quantity. If not stated, it will be assumed there are none.

13. AWARD

The County of Tulare reserves the right: (1) to award bids received on the basis of individual items or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; (4) to make partial awards or award to more than one vendor (if vendor bid prices are based only on an "all or none" award, vendor just so specify within the bid); and (5) to accept the bid that is in the best interest of the County of Tulare. The Purchasing Agent's decision shall be final.

A combination of the following factors will be considered in awarding this bid.

- A. Prices
- B. Bidder's previous records of performance and service
- C. Ability of bidder to render satisfactory goods or services in this instance
- D. Quality and conformance to specifications

The County shall be the sole judge in making this determination.

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT**14. RENEWAL**

The contract or purchase order resulting from this bid may be renewed, by mutual consent, for an additional two (2) one (1) year terms provided the prices, terms, and conditions remain the same.

15. QUANTITY & QUALITY OF MATERIALS OR SERVICES

The successful bidder shall furnish and deliver the quantities designated by the Purchasing Agent. Packing slips which clearly identify the merchandise and a listing of the County of Tulare's Purchase Order number must accompany every delivery. All materials, supplies or services furnished under contract or Purchase Order shall be in accordance with the county specifications. Materials or supplies which, in the opinion of the Purchasing Agent are not in accordance and conformity with such specifications shall be rejected and promptly removed from the County premises at the bidder's or contractor's expense.

16. INDEPENDENT CONTRACTOR STATUS

This contract is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Contract as an independent contractor. Nothing in this Contract shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Contract that they are not employees, agents or officers of COUNTY. CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

- a. Withhold FICA (Social Security) from CONTRACTOR'S payments.
- b. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
- c. Withhold state or federal income tax from payments to CONTRACTOR.
- d. Make disability insurance contributions on behalf of CONTRACTOR.
- e. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

Notwithstanding this independent contractor relationship, COUNTY, through the Purchasing Agent, shall have the right to designate the sites at which services are to be performed, and to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Contract.

17. RIGHT TO AUDIT

The County of Tulare reserves the right to verify, by examination of the successful bidder's records, all invoiced amounts when firm prices are not set forth in the Agreement or purchase order resulting from this bid.

18. LIABILITIES

- A. The successful bidder shall hold the County of Tulare, its officers, agents, and employees harmless from liability of any nature or kind because of the use of any copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under the agreement or purchase order resulting from this bid, and agrees to defend, at successful bidder's own expense, any and all actions brought against the County of Tulare or successful bidder because of the unauthorized use of such articles.

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

- B. INDEMNIFICATION: Bidder shall hold harmless, defend and indemnify the COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kinds, including death or injury to any person and/or damage to any property, including County property arising out of the acts or omissions of Contractor or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against County by any taxing authority asserting that an employer-employee relationship exists by reason of this Contract, the cost of any penalty or sanction imposed by any agency with regulatory authority over the activities carried out by Contractor, and any claims made against County alleging civil rights violations by Contractor under Government Code sections 12920 et Seq. (California Fair Employment and Housing Act). Contractor specifically agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of Contractors' employees or agents. This indemnification obligation shall continue beyond the term of this Contract as to any acts or omissions occurring under this Contract for any extension of this Contract.
- C. The foregoing obligations will continue beyond the term of the contract or purchase order resulting from this bid as to any act or omission that occurred during its term or any extension thereof.

19. DEFAULT BY SUCCESSFUL BIDDER

- A. In case of default by successful bidder by non-delivery of article(s) and or service(s) on or before the delivery date. The County may procure the article(s) and or service(s) from another source and may recover costs from successful bidder. The successful bidder may be charged, cost of transportation, the difference in cost of article(s) and or service(s) based on Contract information. The County reserves the right to be compensated deducting monies owed to successful bidder from the Contract information and or invoicing the successful bidder upon notification of the default.
- B. Inspection on deliveries which do not meet specifications, will be at the expense of successful bidder.

20. PRICES

During the period of deliveries under an agreement or purchase order resulting from this bid, should there be a decrease in prices on the balance of the deliveries, such decreases shall be made available to the County for as long as the lower prices are in effect, but at no time shall the prices charged the County exceed the prices herein quoted.

21. DELIVERIES/PICKUP

County personnel or their representative will pick up material from the plant location as indicated by the successful bidder. Frequency of pickups will be determined by the needs of the using department or agency and will be interspersed throughout the contract year. The successful bidder shall be expected to maintain a normal delivery time which is established as being within forty-eight (48) hours after receipt of order.

The successful bidder shall be expected to load materials into County's trucks in a professional and responsible manner, with care not to cause contamination of materials.

22. CONTRACT EXCLUSIVE

The provisions of the agreement or purchase order resulting from this bid shall in no way prohibit the County from making any incidental purchases from another supplier for the same commodities as herein listed

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

23. TERMINATION OF PURCHASE ORDERS OF AGREEMENTS

- A. Purchase orders or contracts which extend into a subsequent fiscal year will automatically cancel if the Tulare County Board of Supervisors does not appropriate funds for the goods and/or services under the purchase order or contract.
- B. The County of Tulare may by giving ten (10) days written notice to the successful bidder, terminate the contract or purchase order resulting from this bid prior to its expiration for due cause. Due cause for termination shall be, but not limited to, failure to deliver in quantities required within a reasonable time period, failure of the product to meet specifications, and/or for reasons of unsatisfactory service.
- C. The County may, upon giving thirty (30) days prior written notice to the vendor, terminate the contract or purchase order, with or without cause.

24. MERCHANDISE RETURNABLE FOR FULL CREDIT

Successful bidder agrees to give full credit to the County for any merchandise returned in good condition.

25. INVOICING

All invoices are to be mailed in duplicate to the various locations designated on the "Invoice Address" on each purchase order or contract. Reference shall be made to the purchase order or contract number. Invoice shall be paid once a month on all deliveries made during the month in accordance with the County's normal payment cycle.

26. VENDOR ASSISTANCE

Successful bidder shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

27. NON-FUNDING CLAUSE

Funds provided for commodities or services under the terms of this bid are contingent on availability of public funds. Should sufficient funds not be allocated during those terms, amounts due may be modified or terminated at any time by the County upon thirty (30) day notice. Notice shall be fully given in writing or through service in person or by first class mail.

28. RESPONSIBILITY FOR GOVERNMENT ENTITIES OTHER THAN COUNTY

Those governmental entities other than the County who are listed (or who have sub sequentially been included) have signified their intention to participate in the Tulare County agreement or purchase order resulting from this bid. Participation will not impose any responsibility for payment of claims or any responsibility whatsoever on the Tulare County Board of Supervisors or the County Purchasing Agent. Each such governmental entity will be billed separately, and payments will be made by warrants drawn on the appropriate funds for the governmental entity.

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

29. LOCAL PREFERENCE (Section 1-03-1301 of the Tulare County Ordinance Code):

- A. Whenever the County purchases supplies, materials, equipment, or services for the County through the use of competitive bids, the County in evaluating the price for such supplies, materials and/or equipment shall determine if the lowest responsible bidder is a local vendor as defined in this section; and, if so, the contract shall be awarded to such vendor. If low bidder is not a local vendor, any local vendor who submitted a bid which was within five percent (5%) of the low bid announced by the County shall have the option of submitting a new bid within forty-eight (48) hours (not including weekends and holidays) of the time indicated in the bid documents for the opening bid. Such new bid must be in an amount less than or equal to the low bid announced by the County. County shall award the contract to the local vendor submitting the lowest responsible bid within said 48 hours period. If no new bids are received within said 48-hour period, the contract shall be awarded to the original low bidder as announced by the County.
- B. "Local vendor" shall mean any business which:
 - (1) has had a fixed office or distribution point located in and having a street address within the County of Tulare for at least six (6) months immediately prior to the issuance of the request for bids by the County; and
 - (2) holds any required business license by the County or any city within the County; and,
 - (3) employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within the County, or if the business has no employees, shall be at least fifty percent (50%) owned by one or more persons whose primary residence is located within Tulare County.
- C. Any vendor claiming to be a local vendor as defined above shall so certify to the Purchasing Agent by indicating "yes or no" below and signature on bid document. The County Purchasing Agent shall have sole discretion to determine if a vendor meets the definition of a "local vendor".
- D. Any person or business falsely claiming to be a local vendor shall be ineligible to transact any business with the County for a period of not less than three (3) months or not more than twenty-four (24) months as determined in the sole discretion of the Purchasing Agent. The County shall also have the right to terminate all or any part of any contract entered into with such person or business.
- E. Prior to the County declaring any person or business not a "local vendor" or ineligible to transact business with the County, such person or business shall be entitled to a public hearing before the Board of Supervisors and to a five (5) day notice of the time and place thereof.
- F. This preference shall not apply to transactions required by state or federal statutes or regulations to be awarded to the "lowest responsible bidder", or otherwise exempted from local preferences.

- 30. DEBARMENT: Contractor guarantees that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal state funded health care program, or from receiving Federal fund as listed in the List of Parties Administration. Contractor must within 30 calendar days advise the County if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the County harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

See Exhibit A, attached with instructions and signature page that must be signed and submitted with this Bid.

31. INFORMATION

Information regarding the results of any bid may be obtained at the Tulare County Purchasing Department, 2637 W. Burrel Ave., Suite 200, Visalia, CA 93291 for a period of ninety (90) days from the opening date of the bid. Bid tabulations will be made available for review three (3) days after bid opening date and can be obtained from the Purchasing Department clerical staff.

32. SPECIAL CONDITIONS

Special Conditions attached hereto supersede the General Conditions to the extent of any inconsistency between them.

33. HEADINGS

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.

34. OTHER PROVISIONS

- A. PRICES shall be firm for the contract period ending **JUNE 30, 2025**, unless otherwise stated by the bidder hereon:

- B. MINIMUM ORDER quantities and charges for less than minimum order quantity shall be assumed as "NONE" unless otherwise stated by the bidder hereon:

- C. STATE PURCHASE ORDER mailing address, e-mail, and telephone number for ordering purposes:

Jaxon Enterprises, PO Box 994248, Redding, CA 96099-4248
phaker@jaxonaggregates.com 661-372-2228

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

D. STATE REMITTANCE mailing address and telephone number for payment purposes:

Jaxon Enterprises, PO Box 99428, Redding, CA 96099-4248
530-241-2112

E. DEFAULT BY SUCCESSFUL BIDDER: In case of default by successful bidder by non-delivery of article(s) and or service(s) on or before the delivery date. The County may procure the article(s) and or service(s) from another source and may recover costs from successful bidder. The successful bidder may be charged, cost of transportation, the difference in cost of article(s) and or service(s) based on Contract information. The County reserves the right to be compensated deducting monies owed to successful bidder from the Contract information and or invoicing the successful bidder upon notification of the default.

F. COMPENSATION ADJUSTMENTS for price index fluctuations for liquid asphalt, as set forth in the attached Exhibit B, apply.qwa

35. INSURANCE:

Prior to approval of a Contract by COUNTY, CONTRACTOR shall file with the Purchasing Division of Tulare County evidence of required insurance for installation as set forth in **EXHIBIT C**, attached. Insurance policies shall not be used to limit CONTRACTOR'S liability or to limit the indemnification provisions and requirements of this contract or act in any way to reduce the policy coverage and limits available from the insurer(s). The insurance coverage shall be issued at the expense of and maintained by CONTRACTOR during the entire term of the Contract. CONTRACTOR shall provide renewal policy documents throughout the life of the contract.

36. CAMPAIGN CONTRIBUTION DISCLOSURE

All bidders (potential contractors) must complete and submit with their bid, the Campaign Contribution Disclosure Form. Exhibit D attached with instructions, information, and a disclosure form must be signed and returned. For additional information, please refer to: Government Code section 84308

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV§ionNum=84308

FPPC Regulations 18438.1 through 18438.8`

<https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I76245C705A0A11EC8227000D3A7C4BC3&originationContext=documenttoc&transitionType=Default&contextD%20ata=%28sc.Default%29&contextData=%28sc.Default%29>

37. NOTIFICATION REGARDING CONTRACTOR AND GRANTEE COMPLIANCE WITH ECONOMIC SANCTIONS IMPOSED IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE

The attached **Exhibit E** sets out information regarding the obligations of County Contractors to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

SPECIAL CONDITIONS:

SPECIFICATIONS

Plant Run Cold Mix – ¾" and ½" mix as per CalTrans Specs. Section #39 or as requested by County representative. SC-800 or SC-3000 grade oil as per CalTrans Spec. #93 in conformance with the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans for such Plant Run Cold Mix or as requested by County representative.

DELIVERIES: Deliveries are to be made at the vendor's plant and/or storage location as required. Approximately two hundred (200) tons to two thousand (2,000) tons per day. County representative will give 48-hour notice of delivery date.

GUARANTEE OF DELIVERY: A continued, uninterrupted and guaranteed availability of Cold Mix Material is important and necessary to the County for the economic completion of its roadwork projects.

PRICES: Prices shall be F.O.B. Plant Location and shall exclude Federal Excise Taxes, for which the County is exempt. California State Sales Tax will be allowed on the net bid price. The price per ton shall include all fees for the duration of the contract. Example, environmental fees, etc.

NOTE: For the purpose of this Request for Bid, TON is determined to be 2,000 pounds avoirdupois.

BID NO. 25-001 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

BID PRICE:

3/8" PLANT RUN COLD MIX WITH OIL

4,000 Tons total estimated quantity through June 30, 2025.

Applicable Sales Tax in addition to the price indicated.

2,000 TONS	SOUTH COUNTY	\$ <u>68⁰⁰</u>	PER TON (INCLUDES ALL FEES)
2,000 TONS	NORTH COUNTY	\$ <u>68⁰⁰</u>	PER TON (INCLUDES ALL FEES)

1/2" PLANT RUN COLD MIX WITH OIL

14,000 Tons total estimated quantity through June 30, 2025.

Applicable Sales Tax in addition to the price indicated.

7,000 TONS	SOUTH COUNTY	\$ <u>63⁰⁰</u>	PER TON (INCLUDES ALL FEES)
7,000 TONS	NORTH COUNTY	\$ <u>63⁰⁰</u>	PER TON (INCLUDES ALL FEES)

The amount of liquid asphalt added to produce Plant Run Cold Mix shall be determined by the Engineer. OK

INDICATE PLANT LOCATION/SHIPPING POINT: 27671 Ave 120, Porterville CA 93257

Compensation adjustment for price index fluctuations applies to this contract per Exhibit B, attached.

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

½" HOT ASPHALT CONCRETE

Asphalt Concrete shall be Type B, ½" maximum and shall conform to the provisions in Section 39, "Asphalt Concrete", of the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans or as requested by County representative. Oil shall be: Asphalt Binder Oil PG 64-10.

6,000 Tons total estimated quantity through June 30, 2025.

Applicable Sales Tax in addition to the price indicated.

3,000 TONS	SOUTH COUNTY	\$ 61 ⁰⁰	PER TON (INCLUDES ALL FEES)
3,000 TONS	NORTH COUNTY	\$ 61 ⁰⁰	PER TON (INCLUDES ALL FEES)

The amount of asphalt binder to be mixed with the aggregate for Type B asphalt concrete will be determined by the Engineer OL

INDICATE PLANT LOCATION/SHIPPING POINT: 27671 Ave 120 Porterville CA

Compensation adjustment for price index fluctuations applies to this contract per Exhibit B, 93257 attached.

PARTICIPATING DEPARTMENTS:

RMA Road Yard #1, Porterville
RMA Road Yard #2/3, Visalia
RMA Road Yard #4, Dinuba
RMA Road Yard #5, Terra Bella

Note: Page 13-14 must be completed and submitted.

ATTACHMENTS:

****EXHIBIT A, DEBARMENT - MUST BE RETURNED SIGNED WITH THIS BID FORM.**

****EXHIBIT D, CAMPAIGN CONTRIBUTION DISCLOSURE FORM – MUST BE COMPLETED AND RETURNED WITH THIS BID**

****NOTE:** FAILURE TO SUBMIT THE ABOVE-REFERENCED ITEMS AND BID FORM SHALL CAUSE BIDDER TO BE NON-RESPONSIVE.

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this bid, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this bid is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, bid, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this bid is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATION

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

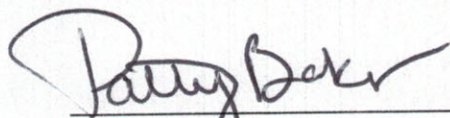
(b) Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

BID NO. 25-001 - $\frac{3}{8}$ "- $\frac{1}{2}$ " COLD MIX MATERIAL & $\frac{1}{2}$ " HOT MIX ASPHALT CONCRETE - MATERIAL CONTRACT

(c) Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.



Signature

April 18, 2024
Date

Patty Baker - Sales Rep.
Printed Name & Title

Jaxon Enterprises DBA Deer Creek Asphalt
Name of Agency or Company

BID NO. 25-001 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

EXHIBIT B

5-I. PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS GENERAL

Summary

This section applies to asphalt contained in materials for pavement structural sections and pavement surface treatments such as hot mix asphalt (HMA), plant run cold mix (PRCM), tack coat, asphaltic emulsions, bituminous seals, asphalt binders, and modified asphalt binders placed in the work.

The Engineer adjusts payment if the California Statewide Crude Oil Price Index for the month the material is placed is more than 5 percent higher or lower than the price index at the time of contract.

The California Statewide Crude Oil Price Index is determined each month on or about the last business day of the month by the Department using the average of the posted prices in effect for the previous month as posted by Chevron, ExxonMobil, and ConocoPhillips for the Buena Vista, Huntington Beach, and Midway Sunset fields.

If a company discontinues posting its prices for a field, Caltrans determines the index from the remaining posted prices. Caltrans may include additional fields to determine the index. For the California Statewide Crude Oil Price Index, go to:

<http://www.dot.ca.gov/hq/construc/crudeoilindex/>

If the adjustment is a decrease in payment, the County deducts the amount from the monthly progress payment.

ASPHALT QUANTITIES

General

Interpret the term "ton" as "tonne" for projects using metric units.

Hot Mix Asphalt/Plant Run Cold Mix

The Engineer calculates the quantity of asphalt in HMA or PRCM using the following formula:

$$Q_h = HMATT \times [X_a / (100 + X_a)]$$

where:

Q_h = quantity in tons of asphalt used in HMA or PRCM
 HMATT = HMA or PRCM total tons placed
 X_a = theoretical asphalt content from job mix formula expressed as percentage of the weight of dry aggregate

BID NO. 25-001 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT**Hot Mix Asphalt Containing Reclaimed Asphalt Pavement (RAP)**

The Engineer calculates the quantity of asphalt in HMA containing RAP using the following formulas:

$$Q_{rap} = HMATT \times [X_{aa} / (100 + X_{aa})]$$

where:

$$X_{aa} = X_{ta} - [(100 - X_{new}) \times (X_{ra} / 100)]$$

and

- Q_{rap} = quantity in tons of asphalt used in HMA containing RAP
- HMATT = HMA total tons placed
- X_{aa} = asphalt content of HMA adjusted to account for the asphalt content in RAP expressed as percentage of the weight of dry aggregate
- X_{ta} = total asphalt content of HMA expressed as percentage of the weight of dry aggregate
- X_{new} = theoretical percentage of new aggregate in the HMA containing RAP determined from RAP percentage in the job mix formula
- X_{ra} = asphalt content of RAP expressed as percentage

Asphaltic Emulsion

The Engineer calculates the quantity of asphalt in asphaltic emulsions, including fog seals and tack coat, using the following formula:

$$Q_e = AETT \times (X_e / 100)$$

where:

- Q_e = quantity in tons of asphalt used in asphaltic emulsions
- AETT = undiluted asphaltic emulsions total tons placed
- X_e = minimum percent residue specified in Section 94, "Asphaltic Emulsions." of the Standard Specifications based on the type of emulsion used

Other Materials

For other materials containing asphalt not covered above, the Engineer determines the quantity of asphalt (Q_o).

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT**PAYMENT ADJUSTMENTS**

The Engineer includes payment adjustments for price index fluctuations in progress pay estimates. If material containing asphalt is placed within 2 months during 1 estimate period, the Engineer calculates 2 separate adjustments. Each adjustment is calculated using the price index for the month in which the quantity of material containing asphalt subject to adjustment is placed in the work. The sum of the 2 adjustments is used for increasing or decreasing payment in the progress pay estimate.

The Engineer calculates each payment adjustment as follows:

$$PA = Q_t \times A$$

where:

PA = Payment adjustment in dollars for asphalt contained in materials placed in the work for a given month.

Q_t = Sum of all quantities of asphalt-contained materials in pavement structural sections and pavement surface treatments placed ($Q_h + Q_{rh} + Q_{mh} + Q_{rap} + Q_{tc} + Q_e + Q_{ss} + Q_{mab} + Q_o$).

A = Adjustment in dollars per ton of asphalt used to produce materials placed in the work rounded to the nearest \$0.01.

For US Customary projects, use:

$A = [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

For metric projects, use:

$A = 1.1023 \times [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = 1.1023 \times [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

I_u = California Statewide Crude Oil Price Index for the month in which the quantity of asphalt subject to adjustment was placed in the work.

I_b = California Statewide Crude Oil Price Index for the month in which the bid opening for the project occurred

T = Sales and use tax rate, expressed as a percent, currently in effect in the tax jurisdiction where the material is placed. If the tax rate information is not submitted timely, the statewide sales and use tax rate is used in the payment adjustment calculations until the tax rate information is submitted.

BID NO. 25-001 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

EXHIBIT C

NON-PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Commercial General Liability coverage of \$1,000,000 on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (occurrence Form CG 00 01). If a general aggregate applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit must be no less than \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of no less than \$1,000,000 per accident for bodily injury and property damage. If an annual aggregate applies it must be no less than 2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

B. Specific Provisions of the Certificate

1. If any of the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY OF TULARE, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operation.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *Each insurance policy required by this agreement shall provide that coverage shall not be canceled, except with written notice to the COUNTY.*
 - d. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of the CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(mark X if applicable)

☐ Automobile Exemption: I certify that [REDACTED] does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

☐ Workers' Compensation Exemption: I certify that [REDACTED] is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name Patty Baker Date: April 18, 2024

Contractor Name Jaxon Enterprises DBA Deer Creek Asphalt

Signature Patty Baker

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.
- C. Deductibles and Self-Insured Retentions
Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.
 - D. Acceptability of Insurance
Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.
 - E. Verification of Coverage
Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

EXHIBIT D - CAMPAIGN CONTRIBUTION DISCLOSURE EXHIBIT & FORM

COUNTY OF TULARE CAMPAIGN CONTRIBUTION DISCLOSURE INFORMATION

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use, including most contracts and franchises, pending before the Board of Supervisors ("Board") of the County of Tulare or any of its affiliated agencies.

IMPORTANT NOTICE

Government Code section 84308 (also known as the "Levine Act") contains requirements that are summarized generally as follows:

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any member of the Board of Supervisors or other County official who may participate in your proceeding. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends 12 months after a final decision is rendered by the Board of Supervisors or other County officer. In addition, no Board member or other County official or alternate who may participate in your proceeding may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any Board member or other County officer who may participate in your proceeding during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual Board member or other County officer who may participate in your proceeding during the 12 months preceding the decision on the application or proceeding, that Board member or other County officer must disqualify himself or herself from the decision. However, disqualification is not required if the Board member or other County official returns the campaign contribution within 30 days from the time the member or official knows, or should have known, about both the contribution and the fact that you are a Party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your application or proposal, or with the first written document you file or submit after the proceeding commences.

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents" for purposes of these rules.
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency relationship, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different Board of Supervisors members or other County officer who may participate in your proceeding are not aggregated with contributions to the first Board member but are aggregated as to each Board member or other County officer who may participate in your proceeding.
4. A list of the Board of Supervisors members and other County officials is attached.

This notice summarizes the major requirements of Government Code section 84308 of the Political Reform Act and California Code of Regulations, Title 2 sections 18438.1-18438.8.

Jlk/3-6-23/2023228/1936970.docx

BID NO. 25-001 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

COUNTY OF TULARE CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Application or Solicitation Number: _____
Application or Solicitation Title: _____

Was a campaign contribution, regardless of the dollar amount, made to any member of the Tulare County Board of Supervisors or to any County Officer on or after January 1, 2023, by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes _____

No X

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is the Contributor: (check applicable boxes)

☐
☐
☐

The Applicant

Subcontractor

The Applicant's agent/ or lobbyist

Yes

☐

No

☐

Yes

☐

No

☐

Yes

☐

No

☐

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Board of Supervisors Member(s) and County Agency Officer(s) to whom you, your subcontractors, and/or agent/lobbyist made campaign contributions on or after January 1, 2023, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board of Supervisors Member or County Agency Officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

(Please add an additional sheet(s) to identify additional Board Members or County Agency Officer to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Board Members or County Agency Officers by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

April 18, 2024

Date

Signature of Applicant

Jaxon Aggregates DBA Deer Creek
Asphalt

Print Firm Name if applicable

Patty Baker

Print Name of Applicant

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

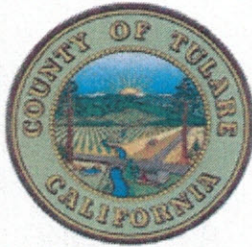


EXHIBIT E

ATTENTION ALL COUNTY OF TULARE CONTRACTORS AND GRANTEES

Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

As a reminder, agreements with the County of Tulare include portions which require compliance with all local, state, and federal laws and directives which includes Executive Orders such as the EO discussed here. The EO may not apply to or effect your agreement with the County. Please reach out to our department in order to seek clarification should you have any questions.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.



JAXOENT-01

TTAGANAP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/24/2023

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 License # 0C36861 Alliant Insurance Services, Inc. 560 Mission St 6th Fl San Francisco, CA 94105	CONTACT NAME: Joey Silachanh PHONE (A/C, No, Ext): (415) 403-1422 FAX (A/C, No): (415) 874-4818 E-MAIL ADDRESS: Joey.Silachanh@alliant.com														
INSURED Jaxon Enterprises dba: W. Jaxon Baker, Inc. PO Box 994248 Redding, CA 96099-4248	<table border="1"> <tr> <th data-bbox="771 483 1372 514">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1372 483 1513 514">NAIC #</th> </tr> <tr> <td data-bbox="771 514 1372 546">INSURER A: BITCO General Insurance Corp</td> <td data-bbox="1372 514 1513 546">20095</td> </tr> <tr> <td data-bbox="771 546 1372 577">INSURER B:</td> <td data-bbox="1372 546 1513 577"></td> </tr> <tr> <td data-bbox="771 577 1372 609">INSURER C:</td> <td data-bbox="1372 577 1513 609"></td> </tr> <tr> <td data-bbox="771 609 1372 640">INSURER D:</td> <td data-bbox="1372 609 1513 640"></td> </tr> <tr> <td data-bbox="771 640 1372 672">INSURER E:</td> <td data-bbox="1372 640 1513 672"></td> </tr> <tr> <td data-bbox="771 672 1372 686">INSURER F:</td> <td data-bbox="1372 672 1513 686"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: BITCO General Insurance Corp	20095	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: BITCO General Insurance Corp	20095														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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 ☒ PROJECT ☐ LOC OTHER:	X	CLP3734565	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		CAP3734566	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
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	X WC3734564	10/1/2023	10/1/2024	☒ 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)

Re: All Operations in Tulare County as required by written contract

County of Tulare, its officers, agents, employees and volunteers are included as additional insured as respects General Liability, per endorsements attached. Workers' Compensation applies in favor of the above referenced additional insureds, per the attached endorsement.

CERTIFICATE HOLDER

CANCELLATION

Tulare County Purchasing Department
 2500 W. Burrel, Suite B-1
 Visalia, CA 93291

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

POLICY NUMBER: CLP3734565

***** B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS**

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured 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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

C. AUTOMATIC WAIVER OF SUBROGATION

Item 8. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

8. **Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.**
 - a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
 - b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

Item **A.2.b.** of the **COMMON POLICY CONDITIONS**, is deleted and replaced with the following:

- A.2.b.** 60 days before the effective date of the cancellation if we cancel for any other reason.

POLICY NUMBER: CLP3734565

Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a "residential project" or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to **Section V – Definitions**

"Residential project" means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A "residential project" does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

*** **Q. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS**

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for that additional insured and included in the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

R. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any architect, engineer or surveyor who is required by written contract to be an additional insured 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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be

BITCO GENERAL INSURANCE CORPORATION
BITCO NATIONAL INSURANCE COMPANY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHEN REQUIRED BY WRITTEN CONTRACT.

The premium charge for this endorsement is \$

Named Insured	JAXON ENTERPRISES		
Policy Number	WC3734564	Endorsement No.	
Policy Period	10/01/2023 to 10/01/2024	Endorsement Effective Date:	10/01/2023
Producer's Name:	ALLIANT INSURANCE SERVICES, INC.		
Producer Number:			

Certificate Of Completion

Envelope Id: 3EB496B8B0C34C6984225B8D84194BE6

Status: Completed

Subject: 3/8" Cold Mix Material - North/South County

Source Envelope:

Document Pages: 38

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Elaine Anderson

AutoNav: Enabled

2637 W. Burrel Ave.

Envelope Stamping: Enabled

Suite 200

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Visalia, CA 93291

EAnderson@tularecounty.ca.gov

IP Address: 54.211.82.250

Record Tracking

Status: Original

Holder: Elaine Anderson

Location: DocuSign

4/26/2024 9:28:49 AM

EAnderson@tularecounty.ca.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO County of Tulare

Location: DocuSign

Signer Events

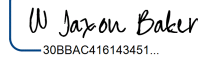
W Jaxon Baker

wjbaker@wjbinc.net

Pres

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



30BBAC416143451...

Signature Adoption: Pre-selected Style

Using IP Address: 128.92.11.138

Signed using mobile

Timestamp

Sent: 4/26/2024 9:30:07 AM

Viewed: 4/26/2024 9:34:55 AM

Signed: 4/26/2024 9:35:20 AM

Electronic Record and Signature Disclosure:

Accepted: 4/26/2024 9:34:55 AM

ID: fa4b0db0-0cd8-4691-a626-973545b5935f

Cher Castellini

CCastellini@tularecounty.ca.gov

Purchasing Manager

County of Tulare

Security Level: Email, Account Authentication
(None)

DocuSigned by:



1F1809FA5751482...

Signature Adoption: Pre-selected Style

Using IP Address: 192.189.152.6

Sent: 4/26/2024 9:35:22 AM

Viewed: 4/26/2024 10:32:36 AM

Signed: 4/26/2024 10:32:53 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/26/2024 9:30:08 AM
Certified Delivered	Security Checked	4/26/2024 10:32:36 AM
Signing Complete	Security Checked	4/26/2024 10:32:53 AM
Completed	Security Checked	4/26/2024 10:32:53 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO County of Tulare (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO County of Tulare:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: smcastellini@tularehhsa.org

To advise Carahsoft OBO County of Tulare of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at smcastellini@tularehhsa.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO County of Tulare

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to smcastellini@tularehhsa.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO County of Tulare

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to smcastellini@tularehhsa.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO County of Tulare as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO County of Tulare during the course of your relationship with Carahsoft OBO County of Tulare.



COUNTY OF TULARE

GENERAL SERVICES AGENCY

Purchasing Division

April 25, 2024

Jaxon Enterprises
Dba Deer Creek Asphalt
1643 Tahoe Court
Redding, CA 96003

Email: pbaker@jaxonaggregates.com

SUBJECT: MATERIAL CONTRACT NO. 1954 – 1/2" COLD MIX – NORTH/SOUTH COUNTY

GENERAL: This is to notify you that the Tulare County Purchasing Agent is accepting your Bid No. 25-001 dated April 4, 2024, for the supplying of 1/2" Cold Mix-North/South County to the County of Tulare as indicated on the attached sheets. The above contract number has been issued and the contract will be effective, subject to the terms and conditions of the bid and to the provisions as incorporated herein through the period beginning July 1, 2024 and ending **JUNE 30, 2025**.

PRICES: The prices as bid are to be the maximum charged for the period of the contract. The Contractor shall immediately notify the County of all manufacturer's price decreases and the County of Tulare shall receive the full benefit of all such decreases, effective on the date of the manufacturer's general public announcement. The attached sheets and enclosures enumerate the prices applicable herein.

Prices are F.O.B. Destination to various County Departments or Governmental Entities.

Federal Excise Tax Exempt.

State Sales Tax to be added.

Cash discount terms: NET 1% 30 DAYS

ATTACHED SHEETS: The attached sheets and enclosures are herewith made a part of this contract.

USAGE: Usage of materials will be interspersed and periodic during the contract year, and as such will not be subject to shipment of the total estimated requirements at any one time.

DELIVERIES: Deliveries are to be made to the using department or agency by common transportation carrier, by the Contractor's own equipment, or by other means so as to effect prompt delivery.

Material Contract
Page One

Due care shall be exercised in packing, handling and shipping to assure arrival of the material at its final destination in excellent condition. Any damage, loss, breakage, deterioration or other reason causing material not to arrive, or to arrive in other than excellent condition, shall be the responsibility of the Contractor. Frequency of delivery will be determined by the needs of the using department or agency and will be interspersed throughout the contract year.

The supplier shall be expected to maintain a normal delivery time which is established as being THIRTY (30) CALENDAR DAYS after receipt of order. Deliveries are to be made to the points indicated, as required. Sufficient notice will be given to the Contractor to effect the required delivery.

QUANTITY & QUALITY OF MATERIALS OR SERVICE: The Contractor shall furnish and deliver the quantities designated by the Purchasing Agent. Packing slips which clearly identify the merchandise and the County of Tulare's Purchase Order number or agreement must accompany every delivery. All materials, supplies or services furnished under an agreement or Purchase Order resulting from this agreement shall be in accordance with the County's specifications. Materials or supplies, which in the opinion of the Purchasing Agent are not in accordance and conformity with such specifications, shall be rejected and promptly removed from the County's premises at the Contractor's expense. A resulting contract does not guarantee a specific amount of business.

INCLUSION IN THE CONTRACT: The County departments and governmental entities listed are those which will participate in the Contract. However, the right is reserved by the Purchasing Agent, at his discretion, to include any other County department and/or Governmental Entity in the Contract at the accepted prices.

RESPONSIBILITY FOR GOVERNMENTAL ENTITIES OTHER THAN THE COUNTY: Those Governmental Entities other than the County and its departments who are listed in the Request-For-Bids or who are subsequently included have signified their intention to participate in the Tulare County Contract. Participation will not impose any responsibility for payment of claims on the Tulare County Board of Supervisors or the County Purchasing Agent. Each such Governmental Entity will be billed separately, and payments will be made by warrants drawn on the appropriate funds for the Governmental Entity.

CONTRACT EXCLUSIVE: The provisions of the contract shall in no way prohibit the County from making incidental purchases from another suppliers for the same commodities as herein listed.

MERCHANDISE RETURNABLE FOR FULL CREDIT: Contractor agrees to give full credit for any merchandise sold by him on contract, if returned in good condition by the County.

GUARANTEE AGAINST DEFECTS: All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

PURCHASE ORDERS: Purchase Orders will be issued throughout the contract year to the Contractor for the requirements as needed for the department or agency.

INVOICING: All invoices are to be mailed in duplicate to the various locations designated on the "Invoice Address" on each purchase order. Reference shall be made to the purchase order number. Invoice shall be paid once a month on all deliveries made during the month.

RIGHT TO AUDIT: The County of Tulare reserves the right to verify, by examination of Contractor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

CASH DISCOUNT: In connection with any cash discount specified on this contract, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check. (It is generally the County's policy to take any and all discounts regardless of date of delivery or invoice.)

DEFAULT BY CONTRACTOR: In case of default by the Contractor, the County of Tulare may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in the contract or Purchase Order and actual cost thereof to the County of Tulare. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

CONTRACTOR ASSISTANCE: Contractor shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

LIABILITIES: The Contractor shall hold the County of Tulare, its officers, agents, and employees harmless from liability of any nature or kind because of the use of any copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at Contractor's own expense, any and all actions brought against the County of Tulare or Contractor because of the unauthorized use of such articles.

INDEPENDENT CONTRACTOR STATUS: This Contract is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Contract as an independent contractor. Nothing in this Contract shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Contract that they are not employees, agents or officers of COUNTY. CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

- a. Withhold FICA (Social Security) from CONTRACTOR'S payments.
- b. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
- c. Withhold state or federal income tax from payments to CONTRACTOR.
- d. Make disability insurance contributions on behalf of CONTRACTOR.
- e. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

Notwithstanding this independent contractor relationship, COUNTY, through the Purchasing Agent, shall have the right to designate the sites at which services are to be performed, and to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Contract.

INDEMNIFICATION: CONTRACTOR shall hold harmless, defend and indemnify the COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to any property, including COUNTY property arising out of the acts or omissions of CONTRACTOR or its agents, officers and employees under this Contract. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Contract, the cost of any penalty or sanction imposed by any agency with regulatory authority over the activities carried out by CONTRACTOR, and any claims made against COUNTY alleging civil rights violations by CONTRACTOR under Government Code sections 12920 et Seq. (California Fair Employment and Housing Act). CONTRACTOR specifically agrees to hold harmless and indemnify COUNTY for any and all claims arising out of any injury, disability, or death of CONTRACTORS employees or agents. This indemnification obligation shall continue beyond the term of this Contract as to any acts or omissions occurring under this Contract or any extension of this Contract.

It is the policy of the County of Tulare Board of Supervisors that in connection with all work performed under a purchase order or agreement with Tulare County, there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, sex, or religious creed, and therefore, the Contractor agrees to comply with applicable Federal and California laws regarding employment practices. In addition, the Contractor agrees to require like compliance by all sub-contractors employed on the work by Contractor.

The foregoing obligations will continue beyond the term of the contract as to any act or omission that occurred during the term of the contract or any extension to the contract.

RENEWAL: The Contract may be renewed, by mutual written consent, for an additional TWO (2) ONE (1) year terms provided the prices, terms, and conditions remain the same.

NON-FUNDING CLAUSE: Funds provided for commodities or service under the terms of this contract are contingent on availability of public funds. Should sufficient funds not be allocated during those terms, this contract may be modified or terminated at any time by the County upon thirty (30) day notice. Notice shall be fully given in writing or through service in person or by first class mail.

TERMINATION OF CONTRACT: The County of Tulare may by giving ten (10) days written notice to the Contractor, terminate the contract prior to its expiration for due cause. Due cause for termination of contract shall be, but not limited to, failure to deliver in quantities required within a reasonable time period, failure of the product to meet specifications, and/or for reasons of unsatisfactory service.

The County may, upon giving thirty (30) days written notice to the Contractor, terminate the contract, with or without cause.

GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County California.

HEADINGS: Section 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.

COMPLIANCE WITH LAW: CONTRACTOR shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

CONFLICT OF INTEREST:

(a) CONTRACTOR agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

(b) CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interests laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.

FORM DE-542: CONTRACTOR acknowledges that this Agreement is subject to filing obligations pursuant to Unemployment Insurance Code Section 1088.8. Accordingly, COUNTY has an obligation to file a report with the Employment Development Department, which report will include the CONTRACTOR's full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. CONTRACTOR agrees to cooperate with COUNTY to make such information available and to complete Form DE- 542. Failure to provide the required information may, at COUNTY's option, prevent approval of this Agreement, or be grounds for termination by COUNTY.

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 matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

CONSTRUCTION: This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of COUNTY.

WAIVERS: The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

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

EXHIBITS AND RECITALS: The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

NO THIRD-PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

OTHER PROVISIONS:

ACCEPTED:

Date 4/26/2024

COUNTY OF TULARE

DocuSigned by:
Cher Castellini
By 1F1809FA5751482
Purchasing Agent

ACCEPTED:

Date 4/26/2024

JAXON ENTERPRISES DBA DEER CREEK ASPHALT

DocuSigned by:
W Jaxon Baker
By 30BBAC416143451...
Title Pres

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

CONTRACT NO.: 1954

VENDOR NO.: 1241600
VENDOR NAME: JAXON ENTERPRISES
DBA DEER CREEK ASPHALT
STREET ADDRESS: 1643 TAHOE COURT
CITY STATE ZIP CODE: REDDING, CA 96003

BID/PROPOSAL NO.: 25-001
PHONE: (530) 241-2112
or (661) 372-2228
FAX: (530) 243-0787
VENDOR CONTACT NAME:
Patty Baker
E-MAIL:
pbaker@jaxonaggregates.com

ORDER FROM: JAXON ENTERPRISES
DBA DEER CREEK ASPHALT
STREET ADDRESS: 1643 TAHOE COURT
CITY STATE ZIP CODE: REDDING, CA 96003

REMIT TO: JAXON ENTERPRISES
STREET ADDRESS: PO BOX 994248
CITY STATE ZIP CODE: REDDING, CA 96099-4248

SUBJECT: 1/2" COLD MIX MATERIAL – NORTH/SOUTH COUNTY

COMMODITY CODE: 74514

CONTRACT PERIOD: JULY 1, 2024 THROUGH **JUNE 30, 2025**

PAYMENT TERMS: NET 1% 30 DAYS

SALES TAX: IN ADDITION TO PRICES SHOWN WHEN APPLICABLE

DELIVERY: F.O.B. PLANT LOCATION

MINIMUM ORDER: NONE

MERCHANDISE RETURNS: FULL CREDIT TO THE COUNTY FOR ANY MERCHANDISE RETURNED IN UNOPENED CONDITION.

PRICES: SEE **EXHIBIT B** – COMPENSATION ADJUSTMENTS FOR PRICE INDEX
FLUCTIONS APPLY TO THIS CONTRACT. FIRM FOR THE CONTRACT PERIOD

CONTRACT NO.: 1954

SUPPLIER PART NUMBER	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE
001	1/2" COLD MIX – NORTH/SOUTH COUNTY	TON	\$63.00

SPECIFICATIONS

DELIVERIES: Deliveries are to be made at the vendor's plant and/or storage location as required. Approximately two hundred (200) tons to two thousand (2,000) tons per day. County representative will give 48 hours notice of delivery date.

GUARANTEE OF DELIVERY: A continued, uninterrupted and guaranteed availability of Cold Mix Material is important and necessary to the County for the economic completion of its road work projects.

PRICES: Prices shall be F.O.B. Plant Location and shall exclude Federal Excise Taxes, for which the County is exempt. California State Sales Tax will be allowed on the net bid price. The price per ton shall include all fees for the duration of the contract. Example, environmental fees, etc.

NOTE: For the purpose of this Request for Bid, TON is determined to be **2,000** pounds avoirdupois.

1/2" PLANT RUN COLD MIX with OIL: \$ 63.00 PER TON

Plant Run Cold Mix – 1/2" mix as per CalTrans Specs. Section #39 or as requested by County representative. SC-800 or SC-3000 grade oil as per CalTrans Spec. #93 in conformance with the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans for such Plant Run Cold Mix or as requested by County representative.

14,000 Tons total estimated quantity for North County/South County through **June 30, 2025.**

Applicable sales tax will be added in addition to the price indicated above.

The amount of liquid asphalt added to produce Plant Run Cold Mix shall be determined by the Engineer.

PLANT LOCATION/SHIPPING POINT: 27671 AVENUE 120, PORTERVILLE, CA 93257
SMARA MINE ID 91-54-0021

PARTICIPATING DEPARTMENTS:

RMA Road Yard #1, Porterville
RMA Road Yard #2/3 Visalia
RMA Road Yard #4, Dinuba
RMA Road Yard #5, Terra Bella

EXHIBIT B

5-I. PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

GENERAL

Summary

This section applies to asphalt contained in materials for pavement structural sections and pavement surface treatments such as hot mix asphalt (HMA), plant run cold mix (PRCM), tack coat, asphaltic emulsions, bituminous seals, asphalt binders, and modified asphalt binders placed in the work.

The Engineer adjusts payment if the California Statewide Crude Oil Price Index for the month the material is placed is more than 5 percent higher or lower than the price index at the time of contract.

The California Statewide Crude Oil Price Index is determined each month on or about the last business day of the month by the Department using the average of the posted prices in effect for the previous month as posted by Chevron, ExxonMobil, and ConocoPhillips for the Buena Vista, Huntington Beach, and Midway Sunset fields.

If a company discontinues posting its prices for a field, Caltrans determines the index from the remaining posted prices. Caltrans may include additional fields to determine the index.

For the California Statewide Crude Oil Price Index, go to:

<http://www.dot.ca.gov/hq/construc/crudeoilindex/>

If the adjustment is a decrease in payment, the County deducts the amount from the monthly progress payment.

ASPHALT QUANTITIES

General

Interpret the term "ton" as "tonne" for projects using metric units.

Hot Mix Asphalt/Plant Run Cold Mix

The Engineer calculates the quantity of asphalt in HMA or PRCM using the following formula:

$$Q_h = HMATT \times [X_a / (100 + X_a)]$$

where:

Q_h = quantity in tons of asphalt used in HMA or PRCM
 $HMATT$ = HMA or PRCM total tons placed
 X_a = theoretical asphalt content from job mix formula expressed as percentage of the weight of dry aggregate

Hot Mix Asphalt Containing Reclaimed Asphalt Pavement (RAP)

The Engineer calculates the quantity of asphalt in HMA containing RAP using the following formulas:

$$Q_{rap} = HMATT \times [X_{aa} / (100 + X_{aa})]$$

where:

$$X_{aa} = X_{ta} - [(100 - X_{new}) \times (X_{ra} / 100)]$$

and

Q_{rap} = quantity in tons of asphalt used in HMA containing RAP

HMATT = HMA total tons placed

X_{aa} = asphalt content of HMA adjusted to account for the asphalt content in RAP expressed as percentage of the weight of dry aggregate

X_{ta} = total asphalt content of HMA expressed as percentage of the weight of dry aggregate

X_{new} = theoretical percentage of new aggregate in the HMA containing RAP determined from RAP percentage in the job mix formula

X_{ra} = asphalt content of RAP expressed as percentage

Asphaltic Emulsion

The Engineer calculates the quantity of asphalt in asphaltic emulsions, including fog seals and tack coat, using the following formula:

$$Q_e = AETT \times (X_e / 100)$$

where:

Q_e = quantity in tons of asphalt used in asphaltic emulsions

AETT = undiluted asphaltic emulsions total tons placed

X_e = minimum percent residue specified in Section 94, "Asphaltic Emulsions." of the Standard Specifications based on the type of emulsion used

Other Materials

For other materials containing asphalt not covered above, the Engineer determines the quantity of asphalt (Q_o).

PAYMENT ADJUSTMENTS

The Engineer includes payment adjustments for price index fluctuations in progress pay estimates. If material containing asphalt is placed within 2 months during 1 estimate period, the Engineer calculates 2 separate adjustments. Each adjustment is calculated using the price index for the month in which the quantity of material containing asphalt subject to adjustment is placed in the work. The sum of the 2 adjustments is used for increasing or decreasing payment in the progress pay estimate.

The Engineer calculates each payment adjustment as follows:

$$PA = Q_t \times A$$

where:

PA = Payment adjustment in dollars for asphalt contained in materials placed in the work for a given month.

Q_t = Sum of all quantities of asphalt-contained materials in pavement structural sections and pavement surface treatments placed ($Q_h + Q_{rh} + Q_{mh} + Q_{rap} + Q_{tc} + Q_e + Q_{ss} + Q_{mab} + Q_o$).

A = Adjustment in dollars per ton of asphalt used to produce materials placed in the work rounded to the nearest \$0.01.

For US Customary projects, use:

$A = [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

For metric projects, use:

$A = 1.1023 \times [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = 1.1023 \times [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

I_u = California Statewide Crude Oil Price Index for the month in which the quantity of asphalt subject to adjustment was placed in the work.

I_b = California Statewide Crude Oil Price Index for the month in which the bid opening for the project occurred

T = Sales and use tax rate, expressed as a percent, currently in effect in the tax jurisdiction where the material is placed. If the tax rate information is not submitted timely, the statewide sales and use tax rate is used in the payment adjustment calculations until the tax rate information is submitted.

REQUEST FOR BID

THIS IS NOT AN ORDER

COUNTY OF TULARE

Office of

PURCHASING AGENT

2637 W. Burrel Ave., Suite 200
Visalia, CA 93291-4593



Date: April 4, 2024

Req: 252305755

REFER TO BID NO.

25-001

By: Cher Castellini
Phone: 559 -205-1100

Bids will be received by the Tulare County Purchasing Agent until 2:00 PM PST on April 18, 2024. Please submit bids through <https://www.bidnetdirect.com/california/countyoftulare>, or via email tcbids@tularecounty.ca.gov.

NOTICE: Bid on each item separately unless instructions read otherwise. Attach complete specifications for any substitutions offered or when clarification is desirable or necessary. The right is reserved to reject any or all bids.

Indicate **BID NUMBER** and **BID CLOSING DATE** in the subject line of your email.

3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

The Tulare County Purchasing Agent invites bids to be submitted for the purchase of **3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT** as required. Such contract will be for a one (1) year period effective beginning **JULY 1, 2024**, and ending **JUNE 30, 2025**.

BIDDERS QUESTIONS: Bidders may email any questions they have pertaining to this Request for Bid to <https://www.bidnetdirect.com/california/countyoftulare> or via email to: tcbids@tularecounty.ca.gov. Any and all questions must be submitted by **2:00 p.m. April 11, 2024**, in order to be considered. Questions and answers will be distributed to all bidders only, if necessary, to clarify substantive items raised. No changes and/or additions will be made to this Request for Bid within forty (40) working hours of its closing date.

DEFAULT BY SUCCESSFUL BIDDER: In case of default by successful bidder by non-delivery of article(s) and or service(s) on or before the delivery date. The County may procure the article(s) and or service(s) from another source and may recover costs from successful bidder. The successful bidder may be charged, cost of transportation, the difference in cost of article(s) and or service(s) based on Contract information. The County reserves the right to be compensated deducting monies owed to successful bidder from the Contract information and or invoicing the successful bidder upon notification of the default.

INTENT: The County is in need of Cold Mix and Hot Mix Asphalt Concrete Material for its road projects. Due to increasing fuel costs, it is more economical for the County to award two (2) contracts. One for the South end and one for the North end of the County. For the purpose of this bid, **Avenue 232 will be used as the dividing line.**

ATTACHED SHEETS: The attached sheets indicate the condition of the bid and contract, specifications, using departments and agencies, and estimated quantities of the products to be used for one (1) year. Quantities estimated will be used for basis of award and are based on past year's usage.

**THE FOLLOWING SIGNATURE PAGE MUST BE COMPLETED
AND SIGNED BY THE VENDOR AND SUBMITTED WITH THE VENDOR'S BID.**

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

RETURN BID WITH THIS FORM.**Signature Page****VENDOR TO COMPLETE THIS PAGE****PARTICIPATION**

The County is currently a member of the Central Valley Purchasing Group which consists of Fresno, Kern, Kings and Tulare Counties, and the Political Subdivision, Municipalities and Tax Supported Agencies within these County boundaries. Whenever possible, these entities wish to co-op (piggy-back) on existing bids. Please state if your bid will or will not be extended to these entities under the same terms and conditions as stated in this bid.

Select YES or NO.

YES	☒	NO	☐
-----	-------------------------------------	----	--------------------------

DOES COMPANY MEET THE REQUIREMENTS OF A "LOCAL VENDOR" (Refer to Section 31)

Select YES or NO.

YES	☒	NO	☐
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Undersigned agrees to furnish the commodities and/or services as stipulated in this REQUEST FOR BID at the prices/fees, terms, and conditions stated.

Company: Jaxon Enterprises DBA Deer Creek Asphalt
Address: 27671 Ave 120 County: Tulare
City: Porterville State: CA Zip: 93257 Phone No: 559-793-0903
Name: Patty Baker Signature: Patty Baker
Title: Sales Rep. Date: April 18, 2024
Email Address: pbaker@jaxonaggregates.com

Note: This signature page must be turned in with your Bid

BID NO. 25-001 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

REQUEST FOR BID
GENERAL CONDITIONS

1. PREPARATION OF BIDS

- A. All information requested of the bidder shall be entered in the appropriate space(s) on the form. Failure to do so may disqualify your offer.
- B. Any Attachments and/or Exhibits are herewith made a part of this Request for Bid.
- C. All information shall be typewritten or clearly printed. Mistakes may be crossed out and corrections inserted before submission of your Bid. Corrections must be initialed in ink by the person signing the Bid. Bids may be completed manually and scanned for submission.
- D. Bids will not be accepted unless signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the bidder.
- E. To be considered, bids must be submitted and received by the Purchasing Division on or before the Deadline for Submitting Bids.
- F. Bids will be accepted via <https://www.bidnetdirect.com/california/countyoftulare> or email tc bids@tularecounty.ca.gov.
If bids are received after the deadline, vendors will be notified via electronic mail of the late submission. Timestamp will be used to determine timeliness of submission. The County is not responsible for late submissions due to delays in electronic delivery.
- G. All bid prices shall be F.O.B. County of Tulare.
- H. Bid prices shall remain open and valid subject to acceptance for sixty (60) days after bid closing date.
- I. Prices bid SHALL remain firm for a minimum of 120 days after award to cover subsequent purchase requirements.
- J. Prices bid by bidder are considered accurate and cannot be withdrawn after the bid is closed.
- K. Upon submission of bid documents, all such documents shall become the property of the County.
- L. Time of delivery shall be stated as the number of calendar days following receipt of the order by the bidder, to the receipt of the goods or services by the County. Time of delivery may be a consideration in the award.
- M. Prices will be considered as net if no cash discount is shown.
- N. Provide any other information not specifically requested which may be considered by the Purchasing Agent. (Purchasing Agent is not obligated to consider any information not specifically requested in this bid request.)
- O. Tulare County generally solicits bids from a wide variety of bidders which may include retailers, wholesalers, suppliers, distributors, etc.

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

2. BRAND NAMES/QUALITY

- A. Brand names and numbers, when used, are for reference to indicate the character or quality desired.
- B. Equal items will be considered, provided your offer clearly describes the article. Offers for equal items shall state the brand and number (or level of quality if item cannot be identified by brand and number)
- C. Equal items will not be considered if identical supply has been determined a necessity and the notation NO SUBSTITUTE has been entered.
- D. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
- E. The Purchasing Agent shall in all instances be the final judge in determining whether the items bid are acceptable to the County, and whether the items bid are equal in quality and utility to the specified articles.

3. SAMPLES (when applicable)

- A. Samples of articles, when required, shall be furnished free of cost of any sort to the County of Tulare.
- B. Samples of articles selected may be retained for future comparison.
- C. Samples which are not destroyed or consumed by testing, or which are not retained for future comparison will be returned upon request at bidder's expense.

4. TAXES

- A. Tulare County is exempt from payment of Federal Excise Tax. No Federal Tax should be included in the price. Exemption Certificates will be furnished when applicable.
- B. Unless otherwise definitely specified, the unit price stated herein does not include California State Sales Tax. Lump sum bids for labor and materials shall include all applicable tax.

5. CASH DISCOUNTS

In connection with any cash discount specified on this bid, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from the date correct invoices are received if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.

6. USAGE

Usage of materials will be interspersed and periodic during the contract year, and as such will not be subject to shipment of the total estimated requirements at any one time.

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT**7. QUANTITIES**

The estimated usage for each item is based on the experience of the past twelve (12) month period or are estimated requirements for one (1) year. It is not expressly implied, nor guaranteed, that the quantities shown will be used in the next contract period, and as such, the right is reserved to order decreased or increased amounts from those listed, as may be required. However, it is to be understood that these figures are quite realistic and will be considered in making an award. Actual usage, whether lesser or greater than estimated, shall not affect the prices as bid and accepted by the County.

8. INCLUSION IN THE CONTRACT

The County departments and governmental entities listed are those which will participate in the contract. However, the right is reserved by the Purchasing Agent, at his/her discretion, to include any other County department and/or governmental entity in the contract at the accepted prices.

9. LITERATURE. (when applicable)

Bidders shall submit literature which fully describes items on which they are bidding, no later than the closing date of this bid. Any and all literature submitted must be stamped with bidder's name and address.

10. GUARANTEE AGAINST DEFECTS

All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

11. PRICES F.O.B.

Quotations are to be F.O.B. PLANT LOCATION.

12. MINIMUM ORDER

Bidder's offer must indicate minimum order quantities and charges for less than minimum order quantity. If not stated, it will be assumed there are none.

13. AWARD

The County of Tulare reserves the right: (1) to award bids received on the basis of individual items or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; (4) to make partial awards or award to more than one vendor (if vendor bid prices are based only on an "all or none" award, vendor just so specify within the bid); and (5) to accept the bid that is in the best interest of the County of Tulare. The Purchasing Agent's decision shall be final.

A combination of the following factors will be considered in awarding this bid.

- A. Prices
- B. Bidder's previous records of performance and service
- C. Ability of bidder to render satisfactory goods or services in this instance
- D. Quality and conformance to specifications

The County shall be the sole judge in making this determination.

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT**14. RENEWAL**

The contract or purchase order resulting from this bid may be renewed, by mutual consent, for an additional two (2) one (1) year terms provided the prices, terms, and conditions remain the same.

15. QUANTITY & QUALITY OF MATERIALS OR SERVICES

The successful bidder shall furnish and deliver the quantities designated by the Purchasing Agent. Packing slips which clearly identify the merchandise and a listing of the County of Tulare's Purchase Order number must accompany every delivery. All materials, supplies or services furnished under contract or Purchase Order shall be in accordance with the county specifications. Materials or supplies which, in the opinion of the Purchasing Agent are not in accordance and conformity with such specifications shall be rejected and promptly removed from the County premises at the bidder's or contractor's expense.

16. INDEPENDENT CONTRACTOR STATUS

This contract is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Contract as an independent contractor. Nothing in this Contract shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Contract that they are not employees, agents or officers of COUNTY. CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

- a. Withhold FICA (Social Security) from CONTRACTOR'S payments.
- b. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
- c. Withhold state or federal income tax from payments to CONTRACTOR.
- d. Make disability insurance contributions on behalf of CONTRACTOR.
- e. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

Notwithstanding this independent contractor relationship, COUNTY, through the Purchasing Agent, shall have the right to designate the sites at which services are to be performed, and to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Contract.

17. RIGHT TO AUDIT

The County of Tulare reserves the right to verify, by examination of the successful bidder's records, all invoiced amounts when firm prices are not set forth in the Agreement or purchase order resulting from this bid.

18. LIABILITIES

- A. The successful bidder shall hold the County of Tulare, its officers, agents, and employees harmless from liability of any nature or kind because of the use of any copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under the agreement or purchase order resulting from this bid, and agrees to defend, at successful bidder's own expense, any and all actions brought against the County of Tulare or successful bidder because of the unauthorized use of such articles.

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

- B. INDEMNIFICATION: Bidder shall hold harmless, defend and indemnify the COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kinds, including death or injury to any person and/or damage to any property, including County property arising out of the acts or omissions of Contractor or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against County by any taxing authority asserting that an employer-employee relationship exists by reason of this Contract, the cost of any penalty or sanction imposed by any agency with regulatory authority over the activities carried out by Contractor, and any claims made against County alleging civil rights violations by Contractor under Government Code sections 12920 et Seq. (California Fair Employment and Housing Act). Contractor specifically agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of Contractors' employees or agents. This indemnification obligation shall continue beyond the term of this Contract as to any acts or omissions occurring under this Contract for any extension of this Contract.
- C. The foregoing obligations will continue beyond the term of the contract or purchase order resulting from this bid as to any act or omission that occurred during its term or any extension thereof.

19. DEFAULT BY SUCCESSFUL BIDDER

- A. In case of default by successful bidder by non-delivery of article(s) and or service(s) on or before the delivery date. The County may procure the article(s) and or service(s) from another source and may recover costs from successful bidder. The successful bidder may be charged, cost of transportation, the difference in cost of article(s) and or service(s) based on Contract information. The County reserves the right to be compensated deducting monies owed to successful bidder from the Contract information and or invoicing the successful bidder upon notification of the default.
- B. Inspection on deliveries which do not meet specifications, will be at the expense of successful bidder.

20. PRICES

During the period of deliveries under an agreement or purchase order resulting from this bid, should there be a decrease in prices on the balance of the deliveries, such decreases shall be made available to the County for as long as the lower prices are in effect, but at no time shall the prices charged the County exceed the prices herein quoted.

21. DELIVERIES/PICKUP

County personnel or their representative will pick up material from the plant location as indicated by the successful bidder. Frequency of pickups will be determined by the needs of the using department or agency and will be interspersed throughout the contract year. The successful bidder shall be expected to maintain a normal delivery time which is established as being within forty-eight (48) hours after receipt of order.

The successful bidder shall be expected to load materials into County's trucks in a professional and responsible manner, with care not to cause contamination of materials.

22. CONTRACT EXCLUSIVE

The provisions of the agreement or purchase order resulting from this bid shall in no way prohibit the County from making any incidental purchases from another supplier for the same commodities as herein listed

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

23. TERMINATION OF PURCHASE ORDERS OF AGREEMENTS

- A. Purchase orders or contracts which extend into a subsequent fiscal year will automatically cancel if the Tulare County Board of Supervisors does not appropriate funds for the goods and/or services under the purchase order or contract.
- B. The County of Tulare may by giving ten (10) days written notice to the successful bidder, terminate the contract or purchase order resulting from this bid prior to its expiration for due cause. Due cause for termination shall be, but not limited to, failure to deliver in quantities required within a reasonable time period, failure of the product to meet specifications, and/or for reasons of unsatisfactory service.
- C. The County may, upon giving thirty (30) days prior written notice to the vendor, terminate the contract or purchase order, with or without cause.

24. MERCHANDISE RETURNABLE FOR FULL CREDIT

Successful bidder agrees to give full credit to the County for any merchandise returned in good condition.

25. INVOICING

All invoices are to be mailed in duplicate to the various locations designated on the "Invoice Address" on each purchase order or contract. Reference shall be made to the purchase order or contract number. Invoice shall be paid once a month on all deliveries made during the month in accordance with the County's normal payment cycle.

26. VENDOR ASSISTANCE

Successful bidder shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

27. NON-FUNDING CLAUSE

Funds provided for commodities or services under the terms of this bid are contingent on availability of public funds. Should sufficient funds not be allocated during those terms, amounts due may be modified or terminated at any time by the County upon thirty (30) day notice. Notice shall be fully given in writing or through service in person or by first class mail.

28. RESPONSIBILITY FOR GOVERNMENT ENTITIES OTHER THAN COUNTY

Those governmental entities other than the County who are listed (or who have sub sequentially been included) have signified their intention to participate in the Tulare County agreement or purchase order resulting from this bid. Participation will not impose any responsibility for payment of claims or any responsibility whatsoever on the Tulare County Board of Supervisors or the County Purchasing Agent. Each such governmental entity will be billed separately, and payments will be made by warrants drawn on the appropriate funds for the governmental entity.

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT**29. LOCAL PREFERENCE (Section 1-03-1301 of the Tulare County Ordinance Code):**

- A. Whenever the County purchases supplies, materials, equipment, or services for the County through the use of competitive bids, the County in evaluating the price for such supplies, materials and/or equipment shall determine if the lowest responsible bidder is a local vendor as defined in this section; and, if so, the contract shall be awarded to such vendor. If low bidder is not a local vendor, any local vendor who submitted a bid which was within five percent (5%) of the low bid announced by the County shall have the option of submitting a new bid within forty-eight (48) hours (not including weekends and holidays) of the time indicated in the bid documents for the opening bid. Such new bid must be in an amount less than or equal to the low bid announced by the County. County shall award the contract to the local vendor submitting the lowest responsible bid within said 48 hours period. If no new bids are received within said 48-hour period, the contract shall be awarded to the original low bidder as announced by the County.
- B. "Local vendor" shall mean any business which:
- (1) has had a fixed office or distribution point located in and having a street address within the County of Tulare for at least six (6) months immediately prior to the issuance of the request for bids by the County; and
 - (2) holds any required business license by the County or any city within the County; and,
 - (3) employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within the County, or if the business has no employees, shall be at least fifty percent (50%) owned by one or more persons whose primary residence is located within Tulare County.
- C. Any vendor claiming to be a local vendor as defined above shall so certify to the Purchasing Agent by indicating "yes or no" below and signature on bid document. The County Purchasing Agent shall have sole discretion to determine if a vendor meets the definition of a "local vendor".
- D. Any person or business falsely claiming to be a local vendor shall be ineligible to transact any business with the County for a period of not less than three (3) months or not more than twenty-four (24) months as determined in the sole discretion of the Purchasing Agent. The County shall also have the right to terminate all or any part of any contract entered into with such person or business.
- E. Prior to the County declaring any person or business not a "local vendor" or ineligible to transact business with the County, such person or business shall be entitled to a public hearing before the Board of Supervisors and to a five (5) day notice of the time and place thereof.
- F. This preference shall not apply to transactions required by state or federal statutes or regulations to be awarded to the "lowest responsible bidder", or otherwise exempted from local preferences.

30. **DEBARMENT:** Contractor guarantees that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal state funded health care program, or from receiving Federal fund as listed in the List of Parties Administration. Contractor must within 30 calendar days advise the County if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the County harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

See Exhibit A, attached with instructions and signature page that must be signed and submitted with this Bid.

31. INFORMATION

Information regarding the results of any bid may be obtained at the Tulare County Purchasing Department, 2637 W. Burrel Ave., Suite 200, Visalia, CA 93291 for a period of ninety (90) days from the opening date of the bid. Bid tabulations will be made available for review three (3) days after bid opening date and can be obtained from the Purchasing Department clerical staff.

32. SPECIAL CONDITIONS

Special Conditions attached hereto supersede the General Conditions to the extent of any inconsistency between them.

33. HEADINGS

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.

34. OTHER PROVISIONS

- A. PRICES shall be firm for the contract period ending **JUNE 30, 2025**, unless otherwise stated by the bidder hereon:

- B. MINIMUM ORDER quantities and charges for less than minimum order quantity shall be assumed as "NONE" unless otherwise stated by the bidder hereon:

- C. STATE PURCHASE ORDER mailing address, e-mail, and telephone number for ordering purposes:

Jaxon Enterprises, PO Box 994248, Redding, CA 96099-4248
phaker@jaxonaggregates.com 661-372-2228

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

D. STATE REMITTANCE mailing address and telephone number for payment purposes:

Jaxon Enterprises, PO Box 99428, Redding, CA 96099-4248
530-241-2112

E. **DEFAULT BY SUCCESSFUL BIDDER:** In case of default by successful bidder by non-delivery of article(s) and or service(s) on or before the delivery date. The County may procure the article(s) and or service(s) from another source and may recover costs from successful bidder. The successful bidder may be charged, cost of transportation, the difference in cost of article(s) and or service(s) based on Contract information. The County reserves the right to be compensated deducting monies owed to successful bidder from the Contract information and or invoicing the successful bidder upon notification of the default.

F. **COMPENSATION ADJUSTMENTS** for price index fluctuations for liquid asphalt, as set forth in the attached **Exhibit B**, apply.qwa

35. INSURANCE:

Prior to approval of a Contract by COUNTY, CONTRACTOR shall file with the Purchasing Division of Tulare County evidence of required insurance for installation as set forth in **EXHIBIT C**, attached. Insurance policies shall not be used to limit CONTRACTOR'S liability or to limit the indemnification provisions and requirements of this contract or act in any way to reduce the policy coverage and limits available from the insurer(s). The insurance coverage shall be issued at the expense of and maintained by CONTRACTOR during the entire term of the Contract. CONTRACTOR shall provide renewal policy documents throughout the life of the contract.

36. CAMPAIGN CONTRIBUTION DISCLOSURE

All bidders (potential contractors) must complete and submit with their bid, the Campaign Contribution Disclosure Form. **Exhibit D attached with instructions, information, and a disclosure form must be signed and returned.** For additional information, please refer to: Government Code section 84308

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV§ionNum=84308

FPPC Regulations 18438.1 through 18438.8`

<https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I76245C705A0A11EC8227000D3A7C4BC3&originationContext=documenttoc&transitionType=Default&contextD%20ata=%28sc.Default%29&contextData=%28sc.Default%29>

37. NOTIFICATION REGARDING CONTRACTOR AND GRANTEE COMPLIANCE WITH ECONOMIC SANCTIONS IMPOSED IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE

The attached **Exhibit E** sets out information regarding the obligations of County Contractors to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

SPECIAL CONDITIONS:

SPECIFICATIONS

Plant Run Cold Mix – ¾" and ½" mix as per CalTrans Specs. Section #39 or as requested by County representative. SC-800 or SC-3000 grade oil as per CalTrans Spec. #93 in conformance with the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans for such Plant Run Cold Mix or as requested by County representative.

DELIVERIES: Deliveries are to be made at the vendor's plant and/or storage location as required. Approximately two hundred (200) tons to two thousand (2,000) tons per day. County representative will give 48-hour notice of delivery date.

GUARANTEE OF DELIVERY: A continued, uninterrupted and guaranteed availability of Cold Mix Material is important and necessary to the County for the economic completion of its roadwork projects.

PRICES: Prices shall be F.O.B. Plant Location and shall exclude Federal Excise Taxes, for which the County is exempt. California State Sales Tax will be allowed on the net bid price. The price per ton shall include all fees for the duration of the contract. Example, environmental fees, etc.

NOTE: For the purpose of this Request for Bid, TON is determined to be 2,000 pounds avoirdupois.

BID NO. 25-001 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

BID PRICE:

3/8" PLANT RUN COLD MIX WITH OIL

4,000 Tons total estimated quantity through June 30, 2025.

Applicable Sales Tax in addition to the price indicated.

2,000 TONS	SOUTH COUNTY	\$ <u>68⁰⁰</u>	PER TON (INCLUDES ALL FEES)
2,000 TONS	NORTH COUNTY	\$ <u>68⁰⁰</u>	PER TON (INCLUDES ALL FEES)

1/2" PLANT RUN COLD MIX WITH OIL

14,000 Tons total estimated quantity through June 30, 2025.

Applicable Sales Tax in addition to the price indicated.

7,000 TONS	SOUTH COUNTY	\$ <u>63⁰⁰</u>	PER TON (INCLUDES ALL FEES)
7,000 TONS	NORTH COUNTY	\$ <u>63⁰⁰</u>	PER TON (INCLUDES ALL FEES)

The amount of liquid asphalt added to produce Plant Run Cold Mix shall be determined by the Engineer. OK

INDICATE PLANT LOCATION/SHIPPING POINT: 27671 Ave 120, Porterville CA 93257

Compensation adjustment for price index fluctuations applies to this contract per Exhibit B, attached.

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

½" HOT ASPHALT CONCRETE

Asphalt Concrete shall be Type B, ½" maximum and shall conform to the provisions in Section 39, "Asphalt Concrete", of the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans or as requested by County representative. Oil shall be: Asphalt Binder Oil PG 64-10.

6,000 Tons total estimated quantity through June 30, 2025.

Applicable Sales Tax in addition to the price indicated.

3,000 TONS	SOUTH COUNTY	\$ 61 ⁰⁰	PER TON (INCLUDES ALL FEES)
3,000 TONS	NORTH COUNTY	\$ 61 ⁰⁰	PER TON (INCLUDES ALL FEES)

The amount of asphalt binder to be mixed with the aggregate for Type B asphalt concrete will be determined by the Engineer OL

INDICATE PLANT LOCATION/SHIPPING POINT: 27671 Ave 120 Porterville CA

Compensation adjustment for price index fluctuations applies to this contract per Exhibit B, 93257 attached.

PARTICIPATING DEPARTMENTS:

RMA Road Yard #1, Porterville
RMA Road Yard #2/3, Visalia
RMA Road Yard #4, Dinuba
RMA Road Yard #5, Terra Bella

Note: Page 13-14 must be completed and submitted.

ATTACHMENTS:

****EXHIBIT A, DEBARMENT - MUST BE RETURNED SIGNED WITH THIS BID FORM.**

****EXHIBIT D, CAMPAIGN CONTRIBUTION DISCLOSURE FORM – MUST BE COMPLETED AND RETURNED WITH THIS BID**

****NOTE:** FAILURE TO SUBMIT THE ABOVE-REFERENCED ITEMS AND BID FORM SHALL CAUSE BIDDER TO BE NON-RESPONSIVE.

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this bid, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this bid is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, bid, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this bid is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATION

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

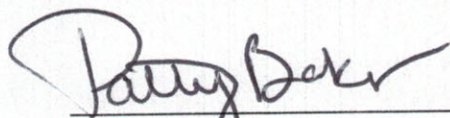
(b) Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

BID NO. 25-001 - $\frac{3}{8}$ "- $\frac{1}{2}$ " COLD MIX MATERIAL & $\frac{1}{2}$ " HOT MIX ASPHALT CONCRETE - MATERIAL CONTRACT

(c) Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.



Signature

April 18, 2024
Date

Patty Baker - Sales Rep.
Printed Name & Title

Jaxon Enterprises DBA Deer Creek Asphalt
Name of Agency or Company

BID NO. 25-001 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

EXHIBIT B

5-I. PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS GENERAL

Summary

This section applies to asphalt contained in materials for pavement structural sections and pavement surface treatments such as hot mix asphalt (HMA), plant run cold mix (PRCM), tack coat, asphaltic emulsions, bituminous seals, asphalt binders, and modified asphalt binders placed in the work.

The Engineer adjusts payment if the California Statewide Crude Oil Price Index for the month the material is placed is more than 5 percent higher or lower than the price index at the time of contract.

The California Statewide Crude Oil Price Index is determined each month on or about the last business day of the month by the Department using the average of the posted prices in effect for the previous month as posted by Chevron, ExxonMobil, and ConocoPhillips for the Buena Vista, Huntington Beach, and Midway Sunset fields.

If a company discontinues posting its prices for a field, Caltrans determines the index from the remaining posted prices. Caltrans may include additional fields to determine the index. For the California Statewide Crude Oil Price Index, go to:

<http://www.dot.ca.gov/hq/construc/crudeoilindex/>

If the adjustment is a decrease in payment, the County deducts the amount from the monthly progress payment.

ASPHALT QUANTITIES

General

Interpret the term "ton" as "tonne" for projects using metric units.

Hot Mix Asphalt/Plant Run Cold Mix

The Engineer calculates the quantity of asphalt in HMA or PRCM using the following formula:

$$Q_h = HMATT \times [X_a / (100 + X_a)]$$

where:

Q_h = quantity in tons of asphalt used in HMA or PRCM
 HMATT = HMA or PRCM total tons placed
 X_a = theoretical asphalt content from job mix formula expressed as percentage of the weight of dry aggregate

BID NO. 25-001 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT**Hot Mix Asphalt Containing Reclaimed Asphalt Pavement (RAP)**

The Engineer calculates the quantity of asphalt in HMA containing RAP using the following formulas:

$$Q_{rap} = HMATT \times [X_{aa} / (100 + X_{aa})]$$

where:

$$X_{aa} = X_{ta} - [(100 - X_{new}) \times (X_{ra} / 100)]$$

and

- Q_{rap} = quantity in tons of asphalt used in HMA containing RAP
- $HMATT$ = HMA total tons placed
- X_{aa} = asphalt content of HMA adjusted to account for the asphalt content in RAP expressed as percentage of the weight of dry aggregate
- X_{ta} = total asphalt content of HMA expressed as percentage of the weight of dry aggregate
- X_{new} = theoretical percentage of new aggregate in the HMA containing RAP determined from RAP percentage in the job mix formula
- X_{ra} = asphalt content of RAP expressed as percentage

Asphaltic Emulsion

The Engineer calculates the quantity of asphalt in asphaltic emulsions, including fog seals and tack coat, using the following formula:

$$Q_e = AETT \times (X_e / 100)$$

where:

- Q_e = quantity in tons of asphalt used in asphaltic emulsions
- $AETT$ = undiluted asphaltic emulsions total tons placed
- X_e = minimum percent residue specified in Section 94, "Asphaltic Emulsions." of the Standard Specifications based on the type of emulsion used

Other Materials

For other materials containing asphalt not covered above, the Engineer determines the quantity of asphalt (Q_o).

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT**PAYMENT ADJUSTMENTS**

The Engineer includes payment adjustments for price index fluctuations in progress pay estimates. If material containing asphalt is placed within 2 months during 1 estimate period, the Engineer calculates 2 separate adjustments. Each adjustment is calculated using the price index for the month in which the quantity of material containing asphalt subject to adjustment is placed in the work. The sum of the 2 adjustments is used for increasing or decreasing payment in the progress pay estimate.

The Engineer calculates each payment adjustment as follows:

$$PA = Q_t \times A$$

where:

PA = Payment adjustment in dollars for asphalt contained in materials placed in the work for a given month.

Q_t = Sum of all quantities of asphalt-contained materials in pavement structural sections and pavement surface treatments placed ($Q_h + Q_{rh} + Q_{mh} + Q_{rap} + Q_{tc} + Q_e + Q_{ss} + Q_{mab} + Q_o$).

A = Adjustment in dollars per ton of asphalt used to produce materials placed in the work rounded to the nearest \$0.01.

For US Customary projects, use:

$A = [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

For metric projects, use:

$A = 1.1023 \times [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = 1.1023 \times [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

I_u = California Statewide Crude Oil Price Index for the month in which the quantity of asphalt subject to adjustment was placed in the work.

I_b = California Statewide Crude Oil Price Index for the month in which the bid opening for the project occurred

T = Sales and use tax rate, expressed as a percent, currently in effect in the tax jurisdiction where the material is placed. If the tax rate information is not submitted timely, the statewide sales and use tax rate is used in the payment adjustment calculations until the tax rate information is submitted.

BID NO. 25-001 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

EXHIBIT C

NON-PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Commercial General Liability coverage of \$1,000,000 on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (occurrence Form CG 00 01). If a general aggregate applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit must be no less than \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of no less than \$1,000,000 per accident for bodily injury and property damage. If an annual aggregate applies it must be no less than 2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

B. Specific Provisions of the Certificate

1. If any of the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY OF TULARE, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operation.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *Each insurance policy required by this agreement shall provide that coverage shall not be canceled, except with written notice to the COUNTY.*
 - d. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of the CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(mark X if applicable)

☐ Automobile Exemption: I certify that [redacted] does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

☐ Workers' Compensation Exemption: I certify that [redacted] is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name Patty Baker Date: April 18, 2024

Contractor Name Jaxon Enterprises DBA Deer Creek Asphalt

Signature Patty Baker

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.
- C. Deductibles and Self-Insured Retentions
Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.
 - D. Acceptability of Insurance
Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.
 - E. Verification of Coverage
Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

EXHIBIT D - CAMPAIGN CONTRIBUTION DISCLOSURE EXHIBIT & FORM

COUNTY OF TULARE CAMPAIGN CONTRIBUTION DISCLOSURE INFORMATION

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use, including most contracts and franchises, pending before the Board of Supervisors ("Board") of the County of Tulare or any of its affiliated agencies.

IMPORTANT NOTICE

Government Code section 84308 (also known as the "Levine Act") contains requirements that are summarized generally as follows:

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any member of the Board of Supervisors or other County official who may participate in your proceeding. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends 12 months after a final decision is rendered by the Board of Supervisors or other County officer. In addition, no Board member or other County official or alternate who may participate in your proceeding may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any Board member or other County officer who may participate in your proceeding during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual Board member or other County officer who may participate in your proceeding during the 12 months preceding the decision on the application or proceeding, that Board member or other County officer must disqualify himself or herself from the decision. However, disqualification is not required if the Board member or other County official returns the campaign contribution within 30 days from the time the member or official knows, or should have known, about both the contribution and the fact that you are a Party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your application or proposal, or with the first written document you file or submit after the proceeding commences.

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents" for purposes of these rules.
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency relationship, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different Board of Supervisors members or other County officer who may participate in your proceeding are not aggregated with contributions to the first Board member but are aggregated as to each Board member or other County officer who may participate in your proceeding.
4. A list of the Board of Supervisors members and other County officials is attached.

This notice summarizes the major requirements of Government Code section 84308 of the Political Reform Act and California Code of Regulations, Title 2 sections 18438.1-18438.8.

Jlk/3-6-23/2023228/1936970.docx

BID NO. 25-001 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

COUNTY OF TULARE CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Application or Solicitation Number: _____
Application or Solicitation Title: _____

Was a campaign contribution, regardless of the dollar amount, made to any member of the Tulare County Board of Supervisors or to any County Officer on or after January 1, 2023, by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes _____

No X

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____
Contributor or Contributor Firm's Name: _____
Contributor or Contributor Firm's Address: _____

Is the Contributor: (check applicable boxes)

☐
☐
☐

The Applicant

Subcontractor

The Applicant's agent/ or lobbyist

Yes

☐
☐
☐

No

Yes

☐
☐
☐

No

Yes

☐
☐
☐

No

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Board of Supervisors Member(s) and County Agency Officer(s) to whom you, your subcontractors, and/or agent/lobbyist made campaign contributions on or after January 1, 2023, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board of Supervisors Member or County Agency Officer: _____
Name of Contributor: _____
Date(s) of Contribution(s): _____
Amount(s): _____

(Please add an additional sheet(s) to identify additional Board Members or County Agency Officer to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Board Members or County Agency Officers by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

April 18, 2024

Date

Jaxon Aggregates DBA Deer Creek
Print Firm Name if applicable Asphalt

Patty Baker

Signature of Applicant

Patty Baker
Print Name of Applicant

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT



EXHIBIT E

ATTENTION ALL COUNTY OF TULARE CONTRACTORS AND GRANTEES

Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

As a reminder, agreements with the County of Tulare include portions which require compliance with all local, state, and federal laws and directives which includes Executive Orders such as the EO discussed here. The EO may not apply to or effect your agreement with the County. Please reach out to our department in order to seek clarification should you have any questions.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.



JAXOENT-01

TTAGANAP

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 9/24/2023

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 License # 0C36861 Alliant Insurance Services, Inc. 560 Mission St 6th Fl San Francisco, CA 94105	CONTACT NAME: Joey Silachanh PHONE (A/C, No, Ext): (415) 403-1422 FAX (A/C, No): (415) 874-4818 E-MAIL ADDRESS: Joey.Silachanh@alliant.com														
INSURED Jaxon Enterprises dba: W. Jaxon Baker, Inc. PO Box 994248 Redding, CA 96099-4248	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: BITCO General Insurance Corp</td> <td>20095</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> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: BITCO General Insurance Corp	20095	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: BITCO General Insurance Corp	20095														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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:	X	CLP3734565	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		CAP3734566	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB OCCUR \$ EXCESS LIAB CLAIMS-MADE \$ DED RETENTION \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC3734564	10/1/2023	10/1/2024	☒ 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)

Re: All Operations in Tulare County as required by written contract

County of Tulare, its officers, agents, employees and volunteers are included as additional insured as respects General Liability, per endorsements attached. Workers' Compensation applies in favor of the above referenced additional insureds, per the attached endorsement.

CERTIFICATE HOLDER

CANCELLATION

Tulare County Purchasing Department
 2500 W. Burrel, Suite B-1
 Visalia, CA 93291

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

POLICY NUMBER: CLP3734565

***** B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS**

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured 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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

C. AUTOMATIC WAIVER OF SUBROGATION

Item 8. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

8. **Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.**
 - a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
 - b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

Item **A.2.b.** of the **COMMON POLICY CONDITIONS**, is deleted and replaced with the following:

- A.2.b.** 60 days before the effective date of the cancellation if we cancel for any other reason.

POLICY NUMBER: CLP3734565

Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a "residential project" or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to **Section V – Definitions**

"Residential project" means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A "residential project" does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

*** **Q. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS**

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for that additional insured and included in the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

R. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any architect, engineer or surveyor who is required by written contract to be an additional insured 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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be

BITCO GENERAL INSURANCE CORPORATION
BITCO NATIONAL INSURANCE COMPANY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHEN REQUIRED BY WRITTEN CONTRACT.

The premium charge for this endorsement is \$

Named Insured	JAXON ENTERPRISES		
Policy Number	WC3734564	Endorsement No.	
Policy Period	10/01/2023 to 10/01/2024	Endorsement Effective Date:	10/01/2023
Producer's Name:	ALLIANT INSURANCE SERVICES, INC.		
Producer Number:			

Certificate Of Completion

Envelope Id: 10BED03962EC4E188338ADDCB5E994EA

Status: Completed

Subject: 1/2" COLD MIX – NORTH/SOUTH COUNTY

Source Envelope:

Document Pages: 41

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Elaine Anderson

AutoNav: Enabled

2637 W. Burrel Ave.

Envelope Stamping: Enabled

Suite 200

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Visalia, CA 93291

EAnderson@tularecounty.ca.gov

IP Address: 54.211.82.250

Record Tracking

Status: Original

Holder: Elaine Anderson

Location: DocuSign

4/26/2024 8:51:36 AM

EAnderson@tularecounty.ca.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO County of Tulare

Location: DocuSign

Signer Events

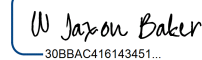
W Jaxon Baker

wjbaker@wjbinc.net

Pres

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:


30BBAC416143451...**Timestamp**

Sent: 4/26/2024 8:54:40 AM

Viewed: 4/26/2024 9:28:55 AM

Signed: 4/26/2024 9:29:23 AM

Signature Adoption: Pre-selected Style

Using IP Address: 128.92.11.138

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 4/26/2024 9:28:55 AM

ID: a12e0caf-1db8-423a-b4e0-78715343ff8c

Cher Castellini

CCastellini@tularecounty.ca.gov

Purchasing Manager

County of Tulare

Security Level: Email, Account Authentication
(None)

DocuSigned by:


1F1809FA5751482...

Sent: 4/26/2024 9:29:25 AM

Viewed: 4/26/2024 10:33:19 AM

Signed: 4/26/2024 10:33:34 AM

Signature Adoption: Pre-selected Style

Using IP Address: 192.189.152.6

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/26/2024 8:54:40 AM
Certified Delivered	Security Checked	4/26/2024 10:33:19 AM
Signing Complete	Security Checked	4/26/2024 10:33:34 AM
Completed	Security Checked	4/26/2024 10:33:34 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO County of Tulare (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO County of Tulare:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: smcastellini@tularehhsa.org

To advise Carahsoft OBO County of Tulare of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at smcastellini@tularehhsa.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO County of Tulare

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to smcastellini@tularehhsa.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO County of Tulare

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to smcastellini@tularehhsa.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO County of Tulare as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO County of Tulare during the course of your relationship with Carahsoft OBO County of Tulare.

RESOLUTION NO. 35-93

A RESOLUTION OF THE CITY OF PORTERVILLE
AUTHORIZING PARTICIPATION IN COOPERATIVE
PURCHASING PROGRAMS WITH OTHER LOCAL AGENCIES
FOR THE PROCUREMENT OF MATERIALS, EQUIPMENT AND SERVICES

BE IT RESOLVED By the City Council of the City of Porterville that authorization be given to participate in cooperative purchasing programs with other agencies for materials, equipment and services.

BE IT FURTHER RESOLVED that authorization be given to the City Purchasing Agent to sign said contracts on behalf of the City.

/s/ Daryl C. Nicholson
Daryl C. Nicholson

ATTEST:

C.G. Huffaker, City Clerk

STATE OF CALIFORNIA)
)
COUNTY OF TULARE)

I, C.G. Huffaker, 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 a resolution duly and regularly passed and adopted at a regular meeting of the Porterville City Council regularly called and held on the 20th day of April 1993.

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

AYES: Clark, Gibbons, Leavitt, Gifford, Nicholson
NOES: None
ABSENT: None

C.G. HUFFAKER, City Clerk

By: Georgia Hawley



CITY COUNCIL AGENDA – JUNE 18, 2024

SUBJECT: Authorization to Distribute Request for Proposals - Golf Course Management Services

SOURCE: Parks and Leisure Services

COMMENT: The Porterville Municipal Golf Course has over a century of history, dating back to its establishment in the 1920s. The nine-hole course features nearly 3,000 yards of gently sloping Bermuda grass over 39 acres. It is open to the community Tuesday-Sunday, from 6:00 AM to dark. The course boasts a pro shop, driving range, cart rentals, and a snack bar. In addition to individual rounds of golf, the course also plays host to many local tournaments, practices for youth sports teams, junior academies, lessons with PGA instruction, and more. The recreation area was largely developed by the Leggett family and passed on to the City of Porterville in 1945. In 1948, the City determined that the Golf Course needed an experienced professional to run the daily operations and established its first agreement for management services.

The current agreement for the management of the golf course expires in August 2024. The golf course has been managed by Mr. Casey Butler since 2011, and he has maintained a good working relationship with city staff. Due to the fact the current contract is expiring in August, staff is seeking authorization to issue a Request For Proposal (RFP) at this time to enter into a new agreement for the management of the golf course.

The proposer must be a certified PGA Professional with at least three (3) years of experience in golf course management. In addition, the proposer must deliver high-quality golf course services and conduct business in a fashion accepted and established by the City of Porterville. It is expected that the proposer operate the golf course in an orderly manner with a commitment to exceptional customer service, and maintain the golf course and related facilities in good and neat order, condition, and repair.

A few other requirements of a successful proposer are that the individual or company: shall market and promote the course and amenities; formulate and implement the operation of programs, business plans, and budgets; be responsible for collection and accounting of all revenues, as well as payment and accounting of all expenses in a timely and secure manner; and prepare daily, monthly, and annual financial operating statements.

RECOMMENDATION: That the City Council authorize staff to distribute request for proposals for golf course management services at the Porterville

Municipal Golf Course.

ATTACHMENTS: 1. Draft RFP Golf Course Management

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Patrice Hildreth, City Manager



CITY OF PORTERVILLE
REQUEST FOR PROPOSALS FOR
RETAIL RECRUITMENT SOFTWARE FIRM

RFP No. _____

The City of Porterville, (hereinafter "City") is initiating this Request for Proposals (RFP) to solicit Proposals from companies or individuals interested in providing golf course management services at its municipal golf course, in accordance with the terms and conditions set forth in this RFP, and any other term(s) and condition(s) in any contract subsequently awarded. The City intends to select one (1) qualified applicant to provide full-service golf course management at the Porterville Golf Course. This document identifies the general scope and procedures in this process. Responding applicants must have relevant experience and the ability to provide the requisite professional services.

Submittal: One PDF version must be received by:

5:00 p.m., PST Friday, July 19, 2024

Addressed to: Parks and Leisure Services Department

City of Porterville

Attention: Donnie Moore

parks_leisure@ci.porterville.ca.us

Email Subject: RFP No. _____ Golf Course Management Services

Late or incomplete Proposals will not be accepted and will be automatically disqualified from further consideration. All Proposals and any accompanying documentation become the property of the City of Porterville and will not be returned.

INQUIRIES:

Proposal forms may be inspected and electronically downloaded at no cost, at the Public Purchase website, <https://www.publicpurchase.com>. No copies of said documents will be provided by the City. All addenda and correspondence during the bid process will be handled electronically through the Public Purchase website. Proposals can also be submitted by email in a PDF format to parks_leisure@ci.porterville.ca.us.

Questions regarding this project are due no later than Wednesday, July 17, 2024.

The City of Porterville is an Equal Opportunity Employer.

I. INTRODUCTION

City, through its Parks and Leisure Services Department, is initiating this RFP to solicit Proposals from companies or individuals interested in providing golf course management services at its municipal golf course, in accordance with the terms and conditions set forth in this RFP, and any other term(s) and condition(s) in any contract subsequently awarded. The selected company or individual shall be selected and determined through the City's review of each response, considering the factors identified in this RFP, and any other factors that it considers relevant to serving the best interests of the City and its mission.

II. MINIMUM QUALIFICATIONS

The Proposer must be a certified PGA Professional with at least (3) three years of experience in golf course management.

III. PERIOD OF PERFORMANCE

Subsequent to the selection of the awarded Proposer, the contents of the Proposal shall become a contractual obligation if a contract ensues. Failure of a Proposer to accept this obligation will result in the cancellation of the contract award. The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about August 15, 2024, and to end on August 15, 2029, with the opportunity to extend the contract (5) five more years based on performance, and mutually agreed upon by both parties.

IV. SCOPE OF SERVICES

The City of Porterville is seeking Proposals from companies or individuals with experience in managing a golf course. The services shall include, but not limited to the following:

1. Deliver high-quality golf course services and conducting business in a fashion accepted and established by the United States Golfers Association ("USGA") and the City of Porterville.
2. Operate the golf course in an orderly manner with a commitment to exceptional customer service.
3. Maintain the golf course and related facilities in good and neat order, condition, and repair.
4. The successful Proposer agrees that all equipment, furnishings, and improvements provided shall meet the requirements of all applicable building, fire, pollution, and other related codes.
5. Pro Shop - Customer service including register operations, merchandise sales, tee-times bookings, starter services, and the day-to-day custodial services, maintenance, and repair of the equipment.
6. Concessions - All aspects of the food and beverage operations, all permits, codes, and other regulations of the City, Tulare County, and the State of California.
7. Programming - Special events, tournaments, league play, individual, and group play.
8. Advertising - Market and promote the course and amenities, including strategy, budget, media, types, frequencies, promotions, and any other relevant information.

9. Formulation and implementation of operating programs, business plans, and budgets.
10. Collection and accounting of all revenues in a timely and secure manner.
11. Payment and accounting of all expenses in a timely manner.
12. Preparation of daily, monthly, and annual financial operating statements.

V. REJECTION OF PROPOSALS

The City reserves the right to reject all Proposals received as a result of this RFP, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the City.

VI. ADDENDA

It is the responsibility of Proposer to check the purchasing webpage <https://www.publicpurchase.com> for Addenda or other additional information that may be posted regarding this RFP.

VII. QUESTION DEADLINE

Questions regarding this project are due no later than **Wednesday, July 17, 2024**, through <https://www.publicpurchase.com>.

VIII. RESPONSE DATE

All Proposals shall be received by the City of Porterville by 5:00 p.m. PST on the Public Purchase website, or submitted by email in a PDF format to parks_leisure@ci.porterville.ca.us.

by Friday, July 19, 2024.

IX. PROPOSALS

To be considered, Proposers must submit a complete response to this RFP using the format required on the Public Purchase website <https://www.publicpurchase.com>. One (1) original Proposal must be submitted to the City of Porterville's Parks and Leisure Services Department via Public Purchase's website.

X. SELECTED COMPANY OR INDIVIDUAL RESPONSIBILITIES

The selected company or individual will be required to assume responsibility for all services offered in his/her Proposal, regardless of who produces them. Furthermore, the City will consider the selected company or individual to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

XI. CONTRACT PAYMENT

The selected company or individual will submit invoices to the City of Porterville's Finance Department. Payment for contract services entered into as a result of this RFP within shall be made within the timeframe specified in the contract.

XII. EQUAL OPPORTUNITY AFFIRMATIVE ACTION

The selected company or individual shall adhere to all federal and state regulations in respect to equal opportunity, affirmative action and minority representations. Minority companies and women owned business enterprises are encouraged to apply.

The City hereby affirmatively ensures that Minority Business Enterprises and Disadvantaged Business Enterprise (DBE) will be afforded full opportunity to submit Proposals in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, handicap, gender, religion or sexual orientation in any consideration leading to the award of contract.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity leading to the award of contract.

XIII. PROPOSAL REQUIREMENTS

All Proposals shall be organized in the following manner:

A. Proposer's Contact Information

Name, address and telephone number of the Proposer. The name and title of the individual authorized to negotiate contract terms and make binding commitments shall be included.

B. Proposer Capacity and Experience

C. Proposer's Team Structure / Internal Controls

Provide a description of the Proposer's team structure. Provide an organizational chart of the company or individual indicating lines of authority for personnel involved in performance of this potential contract.

D. Experience of the Proposer

Indicate the experience the Proposer has in the following areas:

i. Indicate other relevant experience that indicates the qualifications of the Proposer, and any team members, for the performance of the potential contract.

ii. Include a list of contracts the Proposer has had during the last five (5) years that relate to the Proposer's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and e-mail addresses. The Proposer grants permission to the City to contact the list provided.

E. References

List names, addresses, telephone numbers, and e-mail addresses of three (3) businesses references for whom work has been accomplished and briefly describe the type of services provided. The Proposer grants permission to the City to contact the references provided. Do not include current City Staff as references. The City may evaluate references at the City's discretion.

F. Related Information

If the Proposer has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance and if the issue of performance was either:

- i. Not litigated due to inaction on the part of the Proposer, or
- ii. Litigated and such litigation determined that the Proposer was in default. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Proposer's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Proposer in the past five (5) years, so indicate.

XIV.COST PROPOSAL

The evaluation process is designed to award this procurement not necessarily to the Proposer that proposes the least cost, but rather to the Proposer whose Proposal best meets the requirements of this RFP.

A. Identification of Costs

Identify all costs, including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. At a minimum the cost proposal shall include professional service fees for implementation and related services, if any.

XV. EVALUATION CRITERIA

The Proposals received will be reviewed by City Staff. This RFP is competitive and priority will be given to Proposals that most closely meet the needs of the City. All Proposals will be fully considered and rated by the evaluation team. The City may use some or all of the following criteria in its evaluation of Proposals submitted. The following list of criteria is not necessarily an all-inclusive list. The order in which criteria appear is not intended to indicate their relative importance:

- A. Price:** Analysis of cost competitiveness.
- B. Responsiveness to RFP Requirements:** Quality of the information submitted in the Proposal based on completeness, relevance, conciseness and organization of material presented.
- C. Project Understanding:** The level to which the Proposer understands the needs of the City, and the scope of the RFP.
- D. Proposer's Experience:** Recent experience in providing similar golf management services to other public agencies.
- E. References:** Ability to provide references for the City's review.

The City may also contact and evaluate the Proposer's references; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a Proposal; and seek and review any other information deemed pertinent to the evaluation process.

The City shall not be obligated to accept the lowest-priced Proposal, but shall make an award in the best interest of the City.



CITY COUNCIL AGENDA – JUNE 18, 2024

SUBJECT: Acceptance of Project - Main Street Reconstruction Project (Putnam Avenue to Morton Avenue)

SOURCE: Engineering and Project Management

COMMENT: Granite Construction Company has completed the Main Street Reconstruction Project between Putnam Avenue and Morton Avenue. The project consisted of the removal and replacement of the existing asphalt and base and the installation of detectable warnings, conduit for fiber optic line, video detection at the intersections of Main Street at Putnam Avenue and Morton Avenue, banner poles between City Hall and Centennial Park, and purple pipe to prepare for the future use of reclaimed water throughout the city.

Staff tracks construction costs of all Capital Improvement Projects and reports construction expenditures when the project is accepted by City Council. At its meeting on June 30, 2024, the Council authorized an expenditure of \$1,950,579.50 for construction, construction management, and quality control inspection services for the project. The following itemizes the construction related costs into two categories: 1) the construction contract, and 2) a combination of construction management and quality control.

1. Final Construction Cost is \$1,819,393.68
2. Construction management, quality control, and inspection service costs are \$84,499.73

Total project construction costs equate to \$1,903,893.41, which is less than the \$1,950,579.50 overall budget approved by Council at the time of award. Funding for the project is provided from Road Maintenance Rehabilitation Account (SB1/Special Gas Tax Funds) in the amount of \$1,548,748 and up to \$1,000,000 in Local Transportation Funds.

Granite Construction Company requests that the Council accept the project as complete. Staff has reviewed the work and found it acceptable.

RECOMMENDATION: That the City Council:

1. Accept the project as complete;
2. Authorize the filing of the Notice of Completion by the City Clerk; and
3. Authorize the release of the five percent (5%) retention thirty-five (35) days after recordation, provided no stop notices have been filed.

ATTACHMENTS: 1. Locator Map

Appropriated/Funded:

Review By:

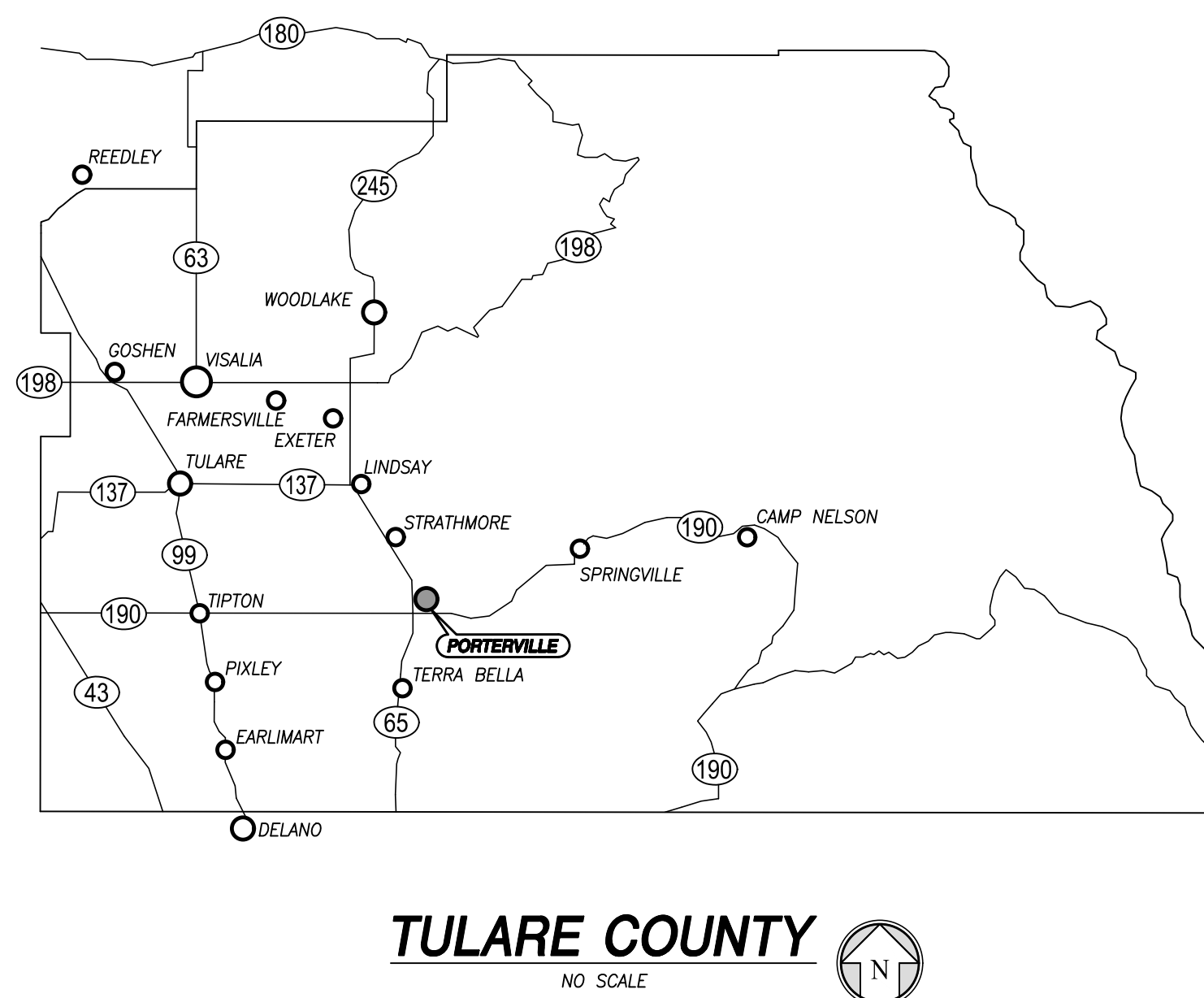
Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager

State of California

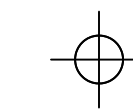
MAIN STREET RECONSTRUCTION PLANS

PHASE ONE



SHEET INDEX

- 1 COVER SHEET
- 2 GENERAL NOTES AND LEGEND
- 3 SHEET INDEX
- 4 TOPOGRAPHIC SURVEY, STA 25+00 - 35+50
- 5 TOPOGRAPHIC SURVEY, STA 35+50 - 39+19
- 6 DEMOLITION PLAN, STA 25+00 - 35+50
- 7 DEMOLITION PLAN, STA 35+50 - 39+19
- 8 PLAN AND PROFILE, STA 25+00 - 29+75
- 9 PLAN AND PROFILE, STA 29+75 - 35+50
- 10 PLAN AND PROFILE, STA 35+50 - 39+19
- 11 STRIPING PLAN, STA 25+50 - 39+19
- 12 TRAFFIC SIGNAL PLAN, MAIN ST AND PUTNAM
- 13 TRAFFIC SIGNAL PLAN, MAIN ST AND MORTON AVE
- 14 DETAILS
- 15 DETAILS



BENCHMARK

W4 COR, SEC 25-21/27. FD 2" BRASS CAP IN HIGHWAY WELL, STAMPED
RCE 7442, 4.20' SOUTH OF THE CENTERLINE OF MORTON AVENUE AND ON
LINE WITH THE CENTERLINE OF DIVISION STREET TO THE SOUTH. USED THE
NAVD 1988 DATUM ELEVATION AS SHOWN ON THE CITY OF PORTERVILLE
CONTROL NETWORK SURVEY, LS 21/28.

ELEV = 458.766

BASIS OF BEARINGS

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 25,
TOWNSHIP 21 SOUTH, RANGE 27 EAST, PER RECORD OF SURVEY
RECORDED IN BOOK 21 OF LICENSED SURVEYS, AT PAGE 68, T.C.R.

TAKEN AS: N1°01'40"E

UTILITY CONTACTS

SOUTHERN CALIFORNIA EDISON
DUSTIN UNDERWOOD
2425 S. BLACKSTONE STREET
TULARE CA 93274
PHONE NO.: (559) 684-3558
CELL NO.: (559) 331-2426
EMAIL: Dustin.Underwood@sce.com

SOUTHERN CALIFORNIA GAS
CHAD MUELLER
404 N. TIPTON STREET
VISALIA, CA 93292
PHONE NO.: (559) 739-2241
CELL NO.: (559) 799-7477
EMAIL: cmueller@semprautilities.com

AT&T
ERIN PECTOL
217 W ACEQUIA AVENUE
VISALIA, CA 93291
PHONE NO.: (559) 739-6649
CELL NO.: (559) 737-1637
EMAIL: Ep8545@att.com

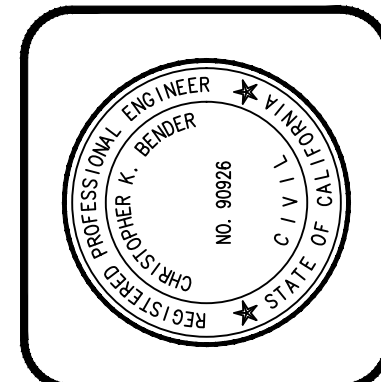
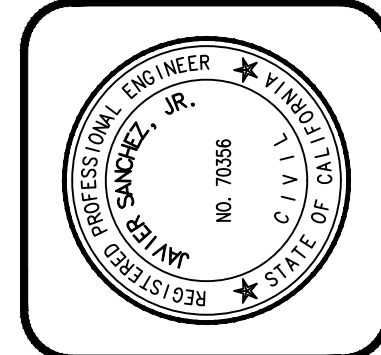
CHARTER
DAN NAUYOKS
375 N. MAIN STREET
PORTERVILLE, CA 93257
PHONE NO.: (559) 920-9669
EMAIL: Dan.Nauyoks@charter.com

CVIN
BARBARA NELSON
7447 N PALM BLUFFS AVENUE
FRESNO, CA 93711
PHONE NO.: (559) 554-9100
CELL NO.: (559) 554-9119
EMAIL: Bnelson@cvin.com

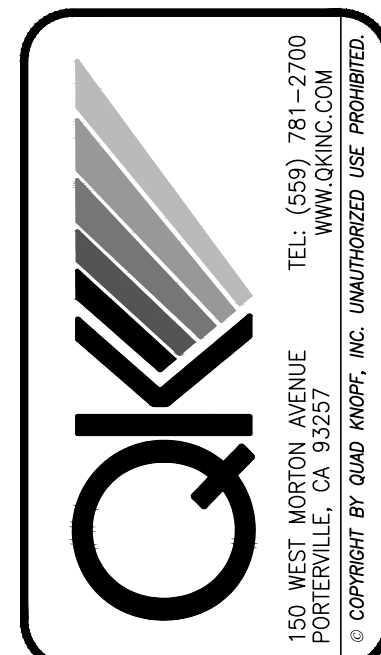
CITY OF PORTERVILLE
JAVIER SANCHEZ
291 N MAIN STREET
PORTERVILLE, CA 93257
PHONE NO.: (559) 782-7499



Know what's below.
Call before you dig.

[illegible]

APPROVED BY:	DATE	CHRISTOPHER K. BENDER PROJECT ENGINEER	R.C.E. 90926
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City of Porterville
291 N MAIN STREET
PORTERVILLE, CA 93257
(559) 782-7499

**MAIN STREET RECONSTRUCTION PHASE ONE
COVER SHEET**

PROJECT NO.: 190121
DRAWN BY: LRH
QA/QC BY: JSC
SCALE: NO SCALE
SHEET NO.: 1 OF 15



CITY COUNCIL AGENDA – JUNE 18, 2024

SUBJECT: Acceptance of Project - Skatepark Improvement Project

SOURCE: Engineering and Project Management

COMMENT: Spohn Ranch, Inc. has completed the Skatepark Improvement Project per plans and specifications. Their contract included full-service materials and installation of skatepark improvements to replace the existing unimproved portions of the skatepark.

Staff tracks construction costs of all Capital Improvement Projects and reports construction expenditures when the project is accepted by City Council. At its meeting on November 7, 2023, the Council authorized an expenditure of \$195,000 for construction, construction management, and quality control and inspection services. The following itemizes the construction related costs into two categories: 1) the construction contract, and 2) a combination of construction management and quality control.

1. Final Construction Cost is \$190,000
2. Construction management, quality control, and inspection service costs are \$2,241.20

Total project construction costs equate to \$192,241.20, which is less than the \$195,000 overall budget approved by Council at the time of award. Funding for this project is provided by a California State Parker Per Capita Program grant in the amount of \$100,000 for this project and up to \$95,000 in General Fund Capital Construction/Improvement Designated Fund.

Spohn Ranch, Inc. requests that the Council accept the project as complete. Staff has reviewed the work and found it acceptable.

RECOMMENDATION: That the City Council:
1. Accept the project as complete; and
2. Authorize the filing of the Notice of Completion by the City Clerk.

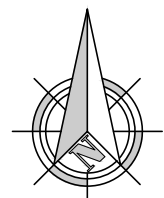
ATTACHMENTS: 1. Locator Map

Appropriated/Funded:

Review By:
Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager



0' 125' 250'

SCALE: 1" = 250'

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

PORTERVILLE SKATE PARK

DRAWN BY	GG
CHECKED BY	SW
SCALE	1" = 250'
DATE	8/30/2023

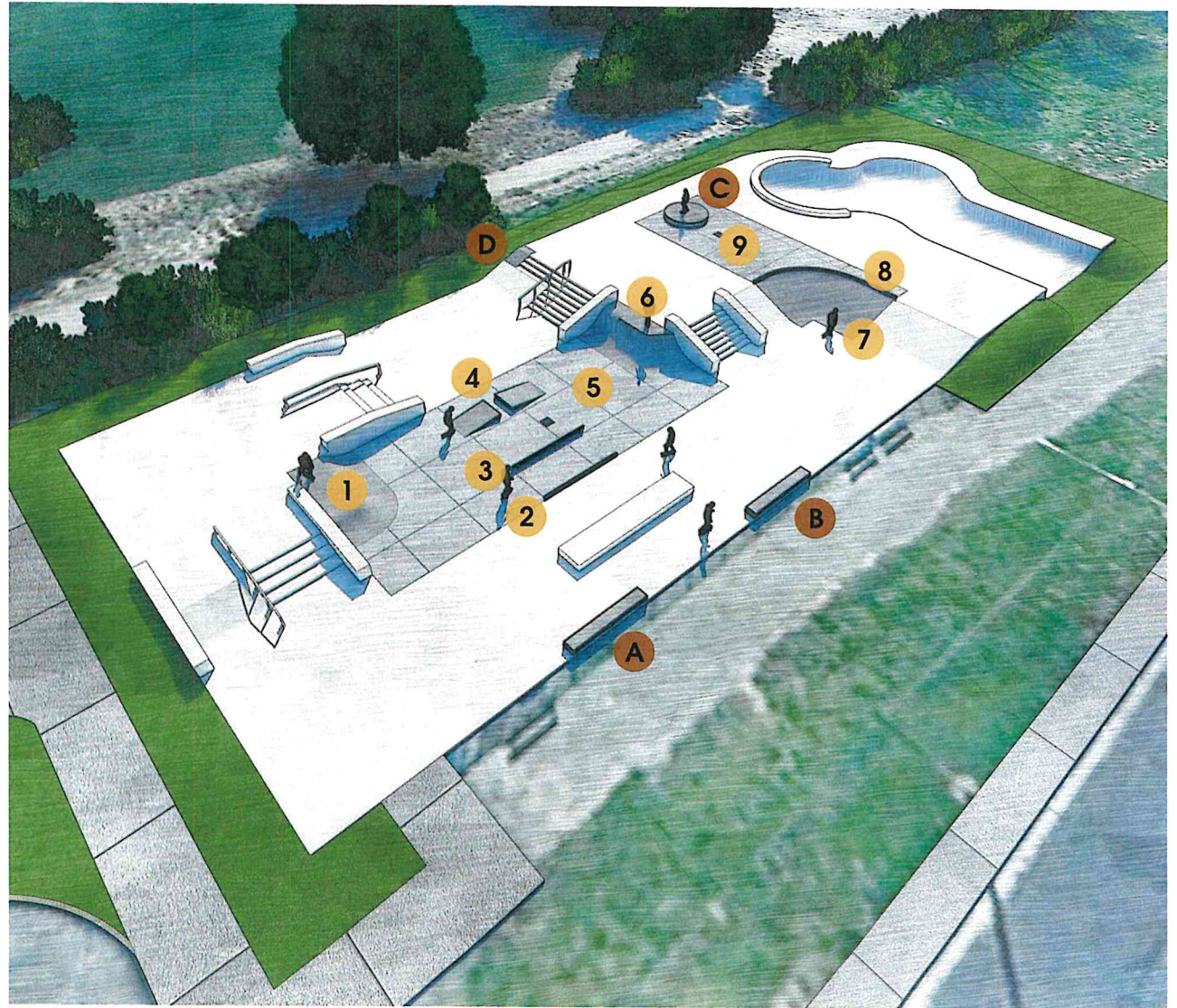
SHEET
1
OF
1

ELEMENT LEGEND - BASE

- 1. ROLL-IN RAMP
- 2. SLAPPY CURB
- 3. FLAT GRIND RAIL
- 4. BUMP-TO-BUMP
- 5. FLATWORK
- 6. QUARTER-PIPE / ROLL-IN RAMP
- 7. BANK RAMP
- 8. CURVED SLAPPY CURB
- 9. FLATWORK

ELEMENT LEGEND - ALTERNATES

- A. GRIND LEDGE
- B. GRIND LEDGE
- C. CIRCLE MANUAL PAD
- D. BANK RAMP





CITY COUNCIL AGENDA – JUNE 18, 2024

SUBJECT: Extension of Funding Agreement with Kern Community College District (Porterville College) for a Part-time Reserve Police Officer

SOURCE: Police

COMMENT: The Porterville Police Department currently has one Reserve Police Officer assigned to Porterville College on a part-time basis. This Reserve Police Officer provides police services six hours per day (Monday – Thursday) for Porterville College campus security/patrol. During school hours, this officer is on campus and responds to reports of various types, including criminal activity, at the school site. In addition, this officer provides requested security for after-school functions throughout the school year, as requested. All equipment, vehicle(s), and uniforms will be provided by the Porterville Police Department.

Kern Community College District has requested an extension of the agreement for the funding, which they pay the Reserve Police Officer at a rate of \$33.00/hour, an estimated \$32,000 annually during this one-year agreement. Department staff is requesting City Council approval to enter into an agreement to continue the Reserve Police Officer program with Kern Community College District - Porterville College.

RECOMMENDATION: That the City Council:

1. Approve the Extension Agreement with Kern Community College District for funding for a part-time Reserve Police Officer for the period of July 1, 2024, through June 30, 2025; and
2. Authorize the Chief of Police to execute the agreement on behalf of the City of Porterville.

ATTACHMENTS: 1. Porterville College Extension Agreement

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Patrice Hildreth, City Manager

**AMENDMENT 1 TO
Independent Contractor Agreement**

**BETWEEN
KERN COMMUNITY COLLEGE DISTRICT
AND
City of Porterville Police Department**

Reference is made to the **Independent Contractor Agreement** ("Agreement") between Kern Community College District, on behalf of **PORTERVILLE COLLEGE** ("District"), 2100 Chester Avenue, Bakersfield, CA 93301, and **City of Porterville Police Department** ("Contractor"), 350 North D Street, Porterville, CA 93257.

WHEREAS, the **Date of Service** ("Term") is from **July 1, 2022** through **June 30, 2024**; and

WHEREAS, during the Term, the District elected to engage the Contractor, and the Contractor agreed to **To provide Reserve Officer Services for Porterville College campus security/patrol. All equipment, vehicles, and uniform will be provided by the City of Porterville Police Department.** ("Services"); and

WHEREAS, the Compensation ("Compensation") for the scope of Services provided to the District by the Contractor under the Agreement, during the Term, in the amount of **\$33.00 maximum 960 hours and not to exceed \$64,000 for two year term**; and

WHEREAS, in order for the Contractor to complete the Services based on the Compensation set forth under the Agreement, the parties mutually agree that the Term for said Services will be extended and the Compensation will be increased, as specified herein below.

THEREFORE, the parties mutually agreed to amend the Agreement, as follows:

- A. Term: Extension of agreement to **June 30, 2025**; and
- B. Compensation: In consideration of the Services fully rendered to the District as described in the Agreement, the District agrees to pay the Contractor an additional amount of **\$32,000.00** in Compensation, bringing the total Compensation under the Agreement to an amount not to exceed **\$96,000.00 for the three year term**. The District agrees to compensate the Contractor for **providing Reserve Officer Services for Porterville College for an additional year**, pursuant to the Agreement, as amended; and
- C. The FOAPAL(s) to be used for the additional amount include: **RP502-53EMOP-5118-677010**.

This amendment includes – **the City of Porterville Police Department Agreement with Independent Contractor Indemnity Addendum (executed 5/20/2024 and 7/26/2022)**, hereto all revised terms and conditions agreed upon by the contracting parties. Except as specifically set forth above, all other terms and conditions of the Agreement shall remain in full force and effect, and may only be modified in a mutually agreed upon writing duly executed by both parties.

IN WITNESS THEREOF, this amendment is signed and entered into when the District's final approvals have been received.

AGREED TO AND ACCEPTED:

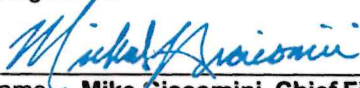
City of Porterville Police Department

Kern Community College District on behalf of
PORTERVILLE COLLEGE

Contractor Signature:

Print Name: **Jake Castellow**
Date:

District Signature:


Print Name: **Mike Giacomini, Chief Financial Officer**
Date: 5/20/2024

Office Use Only. To be completed by Campus (Required):

KERN COMMUNITY COLLEGE DISTRICT ON BEHALF OF PORTERVILLE COLLEGE

Campus Representatives:

Initiator Signature:

Manager Approval Signature: *(President, Vice President, Dean,
Director, etc.)*

Print Name: **Leo Ezpinosa**

Date:

Print Name: **Cheryl Sullivan**

Date:

KERN COMMUNITY COLLEGE DISTRICT
AGREEMENT WITH INDEPENDENT CONTRACTOR (For Non-Public Works Services)

This Agreement is entered into by and between the Kern Community College District, on behalf of (Check One):

☐ District Office

☐ Bakersfield College

☐ District-Wide

☐ Cerro Coso Community College

☒ Porterville College

("District"), and City of Porterville Police Department, ("Contractor"), identified under social security number/taxpayer identification number (if using SSN, enter last 4 digits only) 94-6000398, with its principal place of business / office(s) located at 350 North D Street, Porterville, CA 93257.

1. **TERM OF AGREEMENT / DATE(S) of SERVICE(S):** July 1, 2022 thru June 30, 2024.

2. **SERVICES TO BE PERFORMED:** In consideration of the payment outlined in Paragraph 3 below, during the Term of Agreement / Date(s) of Service(s), Contractor agrees to perform services and, if applicable, provide materials and equipment to the District (hereinafter "Services"), as described below: To provide Reserve Officer Services for Porterville College campus security/patrol. All equipment, vehicles, and uniform will be provided by the City of Porterville Police Department.

It is understood and agreed that in the event any additional tasks or services are required from Contractor, prior to rendering any such tasks, the tasks shall be set forth in a writing duly signed by the parties, indicating the specific work to be accomplished, the approximate period of time over which performance will be completed, and the additional compensation, if any, to be paid for such additional tasks.

3. **COMPENSATION:** In consideration of the Services fully rendered to District as described above, District agrees to pay Contractor a total fee of \$ \$53.00 per hour, maximum 960 hours and not to exceed \$52,800 per year. The District will make reasonable good faith efforts to pay all compensation due to Contractor within thirty (30) days of completion of Contractor's Services pursuant to this Agreement and the District's receipt of a properly completed invoice from Contractor for Services rendered. Contractor further agrees that the District will not have any liability whatsoever as to any work or expense not specifically documented in this Agreement and properly invoiced by Contractor to District within sixty (60) days of completion of Services.

Other Consideration/Notes: Not to exceed \$64K for the 2-year term

Office Use Only. To be completed by Initiator-(Required):

FOAPAL to be used for this expense RP502-530MOP-5118-677010

4. **REPRESENTATIONS AND WARRANTIES:** Contractor represents and warrants that possesses the skill, knowledge, expertise, and, as applicable, holds current license(s), certification(s) or educational credentials, as required under the laws of the State of California and in accordance with District policies and regulations, to fully perform the services required by this Agreement. Contractor represents that he/she/it has read and understands the terms and conditions of this Agreement.

5. **NON-EMPLOYEE / INDEPENDENT CONTRACTOR STATUS:** During the Term of this Agreement or Date(s) of Service(s), Contractor's Services for the District shall be rendered as an Independent Contractor. This Agreement is not intended, nor shall it be construed so as, to create the relationship of agent, employee, partnership, joint venture or association, or representative of the other for any purpose, or to imply any other relationship whatsoever between Contractor and District, except

as set forth in this Agreement. Neither party is granted any expressed or implied right or authority by the other party to assume or create any obligation or responsibility on behalf of or in the name of the other party, or to bind the other party in any manner or thing whatsoever. Please mark whichever is applicable:

☒ Contractor agrees that Contractor is free from control and direction of the District; performs work that is outside the usual course of District's business; and is customarily engaged in an independently established trade, occupation or business of the same nature as the Services Contractor will perform for District under this Agreement.

OR

☐ Contractor is performing one of the following services: marketing, human resources administration, travel agent, graphic designer, grant writer, fine artist, freelance writer, photographer, photojournalist, or cosmetologist. Contractor maintains a business location, which may include the Contractor's residence that is separate from the District's business locations. Contractor has a business license, in addition to any required professional licenses or permits for the Contractor to practice in their profession. Aside from project completion dates and reasonable business hours, the Contractor has the ability to set his/her own hours. Contractor is customarily engaged in the same type of Services for other entities and is available to perform the same type of Services as those performed pursuant to this Agreement for other potential customers. Contractor customarily and regularly exercises discretion and independent judgment in the performance of the Services.

6. **RESPONSIBILITY FOR PAYMENT OF WAGES:** Contractor shall be solely responsible for paying all salaries, wages, benefits and other compensation which the Contractor's employees or consultants, if any, may be entitled to receive in connection with Contractor's Services pursuant to this Agreement, including, without limitation, withholding and paying all applicable payroll taxes and contributions, including federal, state and local income taxes, FICA, FUTA, and state unemployment, workers' compensation and disability insurance. Nothing contained in this Agreement will confer upon the Contractor any right to continue to render Services to the District, or to become employed by the District. The District and Contractor acknowledge that Contractor's Services pursuant to this Agreement are non-exclusive and Contractor is free to accept other work.

7. **INDEMNIFICATION:** Contractor agrees to indemnify, defend, and hold harmless, the District (and its officers, employees, trustees, agents, successors and assigns) from and against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including, but not limited to, personal injury, death at any time, and property damage), arising out of or made necessary by Contractor's performance of this Agreement, breach of its terms, negligent acts or omissions, including as may arise resulting from Contractor's failure to make payments to Contractor's employees or consultants, if any, or self-employment taxes.

8. **INSURANCE REQUIREMENTS:** Unless otherwise specifically agreed to in writing in advance of execution of this Agreement, Contractor agrees to obtain, pay for and maintain in effect during the Term of this Agreement or Date(s) of Service(s), the following policies of insurance issued by an insurance company rated not less than "A-VI" in A.M. Best's Insurance Rating Guide:

(i) Commercial General Liability insurance (including contractual, products and completed operations coverage, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence;

(ii) Commercial Automobile Liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence;

(iii) Professional Liability insurance (also known as "Errors and Omissions" insurance) with a limit of liability of not less than \$1,000,000 per occurrence; and

(iv) Worker's Compensation and State Disability insurance as required under law.

Each policy shall contain an endorsement naming the Kern Community College District as an additional

named insured insofar as this Agreement is concerned, and provide that written notice shall be given to the District at least thirty (30) days prior to cancellation or material change in the form of the policy or reduction in coverage. Prior to rendering Services pursuant to this Agreement, and at Contractor's expense, Contractor shall furnish the District with a Certificate of Insurance evidencing the endorsements required above, and the District shall have the right to inspect the Contractor's original insurance policies upon request. Upon notification of a notice of cancellation, change or reduction in coverage, Contractor shall immediately file with the District a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this agreement concerning minimum insurance requirements shall reduce the Contractor's liabilities or obligations under the indemnification provisions of this Agreement.

9. CONFIDENTIALITY: Contractor acknowledges:

- a. District may disclose to Contractor certain confidential information relating to, without limitation, the District's past, present, and future research, marketing, development, or business activities ("Confidential Information"). Except as required by the duties under this Agreement, Contractor agrees that, until such time as the Confidential Information enters the public domain through no fault of Contractor, Contractor will never, directly or indirectly, use, disseminate, disclose, lecture upon, or publish articles concerning any of the Confidential Information disclosed to Contractor by or on behalf of District without the prior written consent of District. Such confidentiality shall survive the termination of this Agreement and will only be relieved by written consent of District.
- b. Upon expiration or termination of the Agreement or Contractor's performance pursuant to this Agreement, Contractor agrees to return to District all copies of Confidential information, all drawings, documents, records, notebooks, disks, tapes, data residing or recorded in electronic media, and all other representations of confidential information, whether prepared by District, Contractor or others.

10. PROPRIETARY RIGHTS/OWNERSHIP:

- a. All work accomplished pursuant to this Agreement, tangible and intangible, will be the sole and exclusive property of District; and in addition to the obligations imposed above, Contractor will deliver all such work to District prior to expiration or termination of this Agreement or Contractor's performance pursuant to this Agreement.
- b. Contractor agrees that all copyrightable material, inventions, improvements, developments and discoveries conceived, made, discovered or reduced to practice by Contractor solely, or in collaboration with others, during the period of this Agreement (i) relating in any manner to the business, research or development of District that Contractor may be directed to undertake, or (ii) which Contractor may become associated within work or in performing the services pursuant to this Agreement, or (iii) which are developed by Contractor using any supplies, facilities or Confidential Information of District are the sole property of District, and Contractor further agrees to grant to District any and all right, title and interest, of any kind or of all such copyrightable material, inventions, improvements, developments, and discoveries.
- c. Contractor assigns to the District any and all rights Contractor could have, may have, or does have, in the work or work product performed under this Agreement, and the District shall have all right, title, and interest in the name of the District and pursuant to Education Code section 72207. Contractor consents to the use of Contractor's name in conjunction with the sale, use, performance, and distribution of the works for any purpose and in any medium. If Contractor desires to make use of any such District work for any purpose not related to this agreement, Contractor must first secure prior written consent of District for work for such use. All copies of such Information in written, graphic or other tangible form shall be returned to the District upon termination of the Agreement. Information shall be kept confidential by Contractor, shall be used only in performing pursuant to this Agreement, and may be used for other purposes only

upon prior written approval of the Chancellor or Designee.

11. **GOVERNING LAW:** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules, and in accordance to District's policies and regulations, including, but not limited to, Section 3A15 of the District's Board Policy, as follows:

"3A15 Claims against the Kern Community College District:

3A15A *Any claims against the District for money or damages, which are not governed by any other statutes or regulations expressly relating thereto, shall be presented and acted upon in accordance with Title 1, Division 3.6, Part 3, Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of the California Government Code.*

3A15B *Claims must be presented according to this policy as a prerequisite for filing suit against the District. Claims that are subject to the requirements of this policy include, but are not limited to, the following:*

3A15B1 *Claims by public entities, claims by the state department or agency, or by another public entity.*

3A15B2 *Claims for fees, salaries or wages, mileage or other expenses and allowances*

3A15C *The designated place for service of claims, lawsuits or other types of legal process upon the District is:*

*The Office of the General
Counsel 2100 Chester Avenue
Bakersfield, California 93301
(661) 336-5040*

12. **TERMINATION / NOTICES:** This Agreement may be terminated by either party with or without cause and for any or no reason upon (30) days' written notice to the other party addressed as follows:

If to Contractor, notice will be addressed to:

Name: City of Porterville Police Department

Address: 350 North D Street

City/State/Zip: Porterville, CA 93257

If to District, notice will be addressed to:

Kern Community College District

c/o: Mike Giacomini, Interim Chief Financial Officer

2100 Chester Avenue, Bakersfield, CA 93301

or to such other address as may be designated by the parties from time to time. Any written notice sent by registered U.S. mail and addressed in accordance with this section will be deemed to have been made and delivered seven (7) days following deposit into the U.S. mail. Contractor's obligations pursuant to this Agreement shall survive the termination of this Agreement.

13. **DISCLAIMER FOR RETIREES FROM STRS or PERS:** If a Contractor is a retired annuitant through STRS or PERS, Contractor's pension or retirement allowance may be impacted based upon service to the District as an independent contractor. Contractor understands it is his or her responsibility to contact his or her retirement system to determine the impact of providing Services to the District as an independent contractor. Contractor agrees that the District can in no way be responsible for the loss or diminution of the Contractor's retirement benefits based on the receipt of payment pursuant to this Agreement.

14. **NON-DISCRIMINATION/COMPLIANCE WITH DISTRICT RULES:** Contractor agrees that he/she/it will comply with all applicable Federal and California state anti-discrimination laws and regulations and agree not to unlawfully discriminate against any person, on the basis of race, color, age, ancestry, national origin, sex, religious creed, marital status, or physical or mental disability, or sexual orientation or any other category protected by law, including but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12940. Contractor also agrees to comply with the Board Policies and Administrative Procedures of the District.

15. **SEVERABILITY:** If any section, condition, provision, or covenant of this Agreement is held to be invalid or unenforceable, either in itself or as to any particular party, the remainder of this Agreement will continue to be in force unless it would be inequitable and inconsistent with the purpose of the Agreement to continue to do so.

16. **ASSIGNMENT:** Neither party may assign any rights, or transfer any obligations, under this Agreement, without the prior written agreement of the parties.

17. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties and supersedes all prior or contemporaneous agreements, oral or written, with respect to the subject matter of this Agreement. This Agreement may not be amended, modified, revised or supplemented in any way, except in a writing signed by Contractor and District.

18. **FORCE MAJURE:** Neither party shall be responsible for performance of their respective obligations under this contract in the event of delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.

19. **FEMA CLAUSES:** District has received or may seek funding for this Agreement from the Federal Emergency Management Agency (FEMA). FEMA Provisions Attachment A is only required if using FEMA funding. If required, complete the FEMA Provisions Attachment A, in order to comply with federal requirements for such funding clauses in Attachment A to this Agreement are incorporated into this Agreement as if fully set forth herein.

AGREED TO AND ACCEPTED:

CONTRACTOR:

Signature:  Date: 7-26-22
Print Name: JAKE CASTELLOW

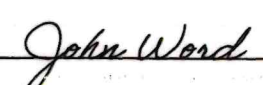
The following signatures provide authorization for the use of this hiring category.

CAMPUS REPRESENTATIVES:

Initiator (College representative with authority to initiate the request for engagement for Services to be rendered pursuant to this Agreement):

Signature:  Date: 07/26/2022
Print Name: Cameron Anderson

Budget Manager (Directors, Deans, etc. with approval authority under \$5,000):

Signature:  Date: 8/8/2022

Manager (Vice-Presidents, Presidents, etc. with approval authority over \$5,000):

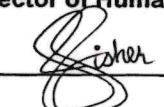
Signature:  Date: 8/18/2022

CAMPUS REPRESENTATIVES:

Campus Director of Administration:

Signature:  Date: 8/19/2022

Campus Director of Human Resources:

Signature:  Date: 8/19/2022

DISTRICT OFFICE REPRESENTATIVES:

Interim Vice Chancellor, Human Resources:

Signature: _____ Date: _____
Dena Rhoades

Interim Chief Financial Officer:

Signature:  Date: 8/22/2022
Mike Giacomini



KERN COMMUNITY COLLEGE DISTRICT OFFICE OF HUMAN RESOURCES

Independent Contractor Checklist

- A. Required documentation for contractors operating as corporation, non-profit entity, partnership, association or Doing Business as (DBA). If the contractor provided a product or supplies, rather than services, complete Item 3 only.

1. KCCD's Agreement with Independent Contractor or a specially negotiated agreement. Either must be signed by the Assistant Chancellor, Business Services and Director of Human Resources.
2. Business license, if required, fictitious business name statement, business card and/or business letterhead. Provide any of the above.
3. Brief description of services provided.

To provide Reserve Officer Services six (6) hours a day (Monday - Thursday) for Porterville College campus security / patrol.

IF THE RESPONSES/DOCUMENTATION FOR NUMBERS 1-3 OBVIOUSLY SUPPORT THE CATEGORIZATION OF AN INDEPENDENT CONTRACTOR, YOU MAY STOP. YOU DO NOT NEED TO RESPOND TO OR DOCUMENT ANY OF THE FOLLOWING COMMON LAW QUESTIONS.

- B. "Common Law Questionnaire" Please complete the following IRS 20 Common Law Questions. Also, Educational Administrators carefully read the "Who are Employees" document before completing the questionnaire, and refer to Page 10 of "Who Are Employees" for factors that indicate the right to direct and control. Where your answer is 'yes', please provide a detailed rationale.

IF THE ANSWERS ARE 'NO' FOR ALL QUESTIONS EXCEPT 15 & 16, THE POSITIONS SHOULD BE AN INDEPENDENT CONTRACTOR.

1. If a contractor is required to comply with instructions concerning when, where, and how he/she is to complete the work, that individual is generally an employee. Does the District require the contractor providing services to comply with instructions concerning when, where, and how the work is done? NO ☐ YES ☒ (If yes, please explain)
2. Training workers indicates that the workers are expected to perform their work in a specific manner or method. Does the District require the contractor to receive training? NO ☒ YES ☐ (If yes, please explain)



3. If the contractor's services are integrated into the business operations of the District, this generally shows that he/she is subject to direction and control. Are the services performed integrated into the KCCD business operations? NO ☒ YES ☐ (If yes, please explain)
4. If the services must be performed personally, it generally means that the employer will exercise control over the methods. Is the contractor required to personally perform services? NO ☐ YES ☒ (If yes, please explain)
A Reserve Police Officer will provide safety and security to Porterville College.
5. Contractors may hire, supervise and pay other workers. This is indicative of an independent contractor status. Is the District responsible for supervising and paying any of the contractor's assistants? NO ☒ YES ☐ (If yes, please explain)
6. A continuing relationship between a contractor and the District is a factor indicating control. Is the relationship between contractor and KCCD a continuing relationship (year-to-year)? NO ☐ YES ☒ (If yes, please explain)
A Reserve Police Officer will be assigned to Porterville College for the duration of this contract (July 1, 2022 - June 30, 2024).
7. Does KCCD dictate the hours of work? NO ☐ YES ☒ (If yes, please explain)
KCCD and the Porterville Police Department have a mutually agreed upon schedule for the Reserve Police Officer.
8. If a contractor is compelled to devote full attention and time to the performance of District business and is not free to attend to any of his/her other gainful work, then essentially full-time hours are required. Is contractor required to work full-time to provide services to KCCD? NO ☒ YES ☐ (If yes, please explain)
9. Is the majority of work performed at a designated location at KCCD? NO ☐ YES ☒ (If yes, please explain)
The Reserve Police Officer will be assigned to Porterville College Campus.
10. An employee/employer relationship is indicated when the worker is not free to follow his/her own pattern of work. Does the District determine the steps or sequence in which the work is completed? NO ☒ YES ☐ (If yes, please explain)
11. If a worker is required to submit oral or written reports, this indicates a desire to control by the District. Is contractor required to provide oral or written reports? NO ☐ YES ☒ (If yes, please explain)
Any and all written reports will be submitted to the Porterville Police Department.



12. Is contractor paid by the hour, week, month, or agreed contract amount, using installment payments? Please explain:
The Reserve Police Officer will be paid hourly at the rate of \$33.00, not to exceed 960 hours annually.
13. When business and traveling expenses are directly paid by the District rather than reimbursed according to the contract, then the contractor is generally considered to be an employee. Is business or traveling expenses directly paid by KCCD?
NO ☒ YES ☐ (If yes, please explain)
14. When the District furnishes the significant tools, materials and other equipment, and employer/employee relationship exists. Does contractor require significant use of KCCD equipment, supplies, and/or tools to complete work? NO ☒ YES ☐ (If yes, please explain)
15. Does contractor have a significant investment in his/her own facilities and equipment?
NO ☒ YES ☐ (If no, please explain)
16. The person who can realize a profit or suffer a loss as a result of his/her services is generally an independent contractor. Is contractor capable of gaining a profit or suffering a loss from the contract with KCCD? NO ☒ YES ☐ (If no, please explain)
17. Persons who work for a number of individuals or firms at the same time are generally independent contractors. Does the contractor work solely for the District during the calendar year? NO ☐ YES ☒ (If yes, please explain)
The Reserve Police Officer is employed by the City of Porterville - Porterville Police Department, assigned specifically to Porterville College Campus.
18. The fact that a person makes his/her services available to the general public on a regular basis usually indicates an independent contractor relationship. Does the District structure the work in such a manner as to require full-time hours for the calendar year or during the contract period? NO ☒ YES ☐ (If yes, please explain)
This agreement may be terminated by either party with or without cause and for any or no reason upon (30) days' written notice to the other party.
19. An independent contractor cannot be discharged so long as he/she produces a result that meets contract specifications. Does KCCD have the right to terminate contractor for reasons not based on contract specifications? NO ☐ YES ☒ (If yes, please explain)
This agreement may be terminated by either party with or without cause and for any or no reason upon (30) days' written notice to the other party.
20. To be able to terminate a working relationship without incurring a liability is a factor indicating that an employee/employer relationship exists. Does KCCD have the right to terminate without liability? NO ☐ YES ☒ (If yes, please explain)
This agreement may be terminated by either party with or without cause and for any or no reason upon (30) days' written notice to the other party.



IRS SECTION 530-SAFE HARBOR RULE

The "Safe Harbor" rules apply where past practice in an industry recognizes a trade, profession, or service provider as being an independent contractor. If the decision to categorize this individual is based on known industry practice, please provide the required documentation/ information to justify this decision. Below is a list of the information required to apply the Safe Harbor rule:

1. List other California Community Colleges that categorizes individuals working in a similar capacity as independent contractors. Please list names and current title of the contact person. Establish and document when the practice began. Collect any written procedures or policies that the school may have.
2. Describe any personal experience and knowledge with this practice within the trade or profession gained from interviews, industry tax literature, seminars, legal readings, etc. that would substantiate this categorization. (Please attach documentation)

My signature below indicates my agreement that this individual is appropriately categorized as an Independent Contractor.

Educational Administrator (Signature & Date)

 8/19/2022

Director of Human Resources (Signature & Date)

I have read the Independent Contractor Checklist and agree with the categorization of Independent Contractor for the services that I will be providing Kern Community College District.

 7-26-22

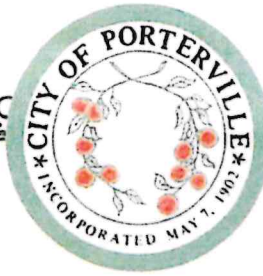
Independent Contractor (Signature & Date)

Police Department

350 North "D" Street
Porterville, CA 93257
(559) 782-7400/FAX (559) 784-1070
www.PortervillePolice.com

Jake Castellow

Chief of Police



June 29, 2022

To Whom it May Concern,

As of July 1, 2022, the updated cost for the service of one sworn Reserve Police Officer for Porterville College is \$33 per hour. This rate is not to exceed a maximum of 960 hours, with a not to exceed amount of \$32,000. This agreement will be valid from July 1, 2022 and will conclude June 30, 2024.

Sincerely,

**Jake Castellow
CHIEF OF POLICE**

Porterville Police Department Mission Statement

The members of the Porterville Police Department are committed to the safety and security of the community while providing quality service with excellence, honesty and integrity.

Police Department

350 North "D" Street
Porterville, CA 93257
(559) 782-7400/FAX (559) 784-1070
www.PortervillePolice.com

Jake Castellow

Chief of Police



Kern Community College District-Agreement with Independent Contractor Indemnity Addendum

The District shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the assigned officer's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the City, or the gross or willful misconduct of the assigned officer.

The City shall indemnify, defend, and hold harmless the District, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigations (including without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the City of the gross or willful misconduct of the assigned officer during the performance of work hereunder.

If the District rejects a tender of defense by the City and/or the assigned officer under this Agreement, and it is later determined that the City and/or the officer breached no duty of care and/or was immune from liability, the District shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a liability claim, with or without participation by the District.

The parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or its assigned officer that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) the City or the assigned officer and the absence of the assigned officer and/or patrol vehicle is not a material breach of this Agreement neither the City nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement⁴ of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authored agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement at the level of City Manager or City Attorney or equivalent. To the extent that the language in Section 7 of the Agreement is inconsistent with this Addendum, this Addendum will apply.

Representative

Kern Community College District obo Porterville College

Jake Castellow, Chief of Police

5/20/2024

Date

7-26-22

Date

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.

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: 68939755

Certificate Holder: Kern Community College District

100 E. College
Porterville, CA 93257

Covered Party: City of Porterville

Description of Covered Activity: As respects the agreement between the City of Porterville and Kern Community College District in regards to providing services for campus events as needed; such as crowd control, traffic regulations and access control; Kern Community College District is an additional covered party 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: 05/05/2022

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: 6/27/2022

Renewal: Yes **Excess Certificate Issued:** No

Authorized Representative Signature:





CITY COUNCIL AGENDA – JUNE 18, 2024

SUBJECT: Heritage Center Land Acquisition General Plan Consistency Determination

SOURCE: Community Development

BACKGROUND: Since 2018, the City of Porterville (City) and Porterville Unified School District (PUSD) have been negotiating the conveyance of approximately 3.80 acres of the City's Heritage Park site to PUSD for expansion of the Santa Fe Elementary School site. The subject site is located at 256 W. Orange Avenue (APN 261-150-056) and is currently developed with the Heritage Center and a parking lot. The site has a General Plan Land Use of Parks and Recreation. On May 22, 2024, the City received a request from PUSD requesting the City's determinations pursuant to Public Resources Code (PRC) Section 21151.2 and Government Code (GC) Section 65402. These statutes provide the City with the opportunity to make a recommendation concerning acquisition of the site and a finding related to consistency with the City's General Plan, respectively.

COMMENT: N/A

ANALYSIS: PRC Section 21151.2 requires that the planning commission investigates the site and provides PUSD with a report of the investigation along with any recommendations. Such report shall be made within 30 days of the City's notification. As the City has no planning commission, this responsibility falls to the City Council. Given that the City is a willing participant in the conveyance of the property to PUSD, it stands to reason that the City believes the site is suitable for the use to which PUSD would put it. Accordingly, the investigation pursuant to PRC Section 21151.2 is limited in scope and the City supports PUSD's acquisition of the site. GC Section 65402(c) requires that, where the City has an adopted general plan, no local agency—which includes a school district—shall acquire real property for specified purposes “until the location, purpose and extent of such acquisition” has been submitted to and reported upon by the planning agency having jurisdiction as to conformity with the general plan. Such a report shall be made within 40 days of the City's receipt of the request or the acquisition is conclusively deemed to be consistent with the general plan. As mentioned, the site is designated Parks and Recreation, which does not allow school facilities. However, although use of the site for school facilities does not conform to the general plan, such inconsistency does not preclude PUSD for acquiring the site and constructing its facilities. Further,

GC Section 53091, along with supporting case law and Opinions of the California Attorney General, indicates that the finding of general plan consistency or inconsistency solely an exchange of information.

ENVIRONMENTAL REVIEW: The activity would not constitute as a “project” as defined in the California Environmental Quality Act (CEQA) as it comprises as an administrative action by the city that would not directly or indirectly result in any physical changes to the environment.

RECOMMENDATION: That the City Council:

1. Adopt the draft Resolution detailing the results of its investigations pursuant to Public Resources Code Section 21151.2 and Government Code Section 65402(c); and
2. Direct staff to forward a copy of said Resolution to the Porterville Unified School District.

ATTACHMENTS:

1. Heritage Site Acquisition Request Letter
2. Locator Map
3. GPLU
4. Zoning
5. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Acting Community Development Director

Final Approver: Patrice Hildreth, City Manager

PORTERVILLE UNIFIED SCHOOL DISTRICT

Creating Opportunities: Changing Lives

DISTRICT BOARD OF TRUSTEES

LILLIAN DURBIN
President

DONNA BERRY
Vice President

JUAN FIGUEROA, JR.
Clerk

600 West Grand Avenue

Porterville, CA 93257
(559) 793-2400

NATE NELSON, Ed.D.
DISTRICT SUPERINTENDENT
(559) 793-2455
(559) 793-1088 FAX

DISTRICT BOARD OF TRUSTEES

PETE LARA, JR.
Member

FELIPE A. MARTINEZ
Member

RUDY RUIZ
Member

BRAD ROHRBACH, Ed.D.

Asst. Superintendent
Business Services
(559) 793-2450
(559) 781-8386 FAX

ANDY BUKOSKY, Ed.D.

Asst. Superintendent
Human Resources
(559) 793-2480
(559) 791-0401 FAX

MARTHA STUEMCKY, Ed.D.

Asst. Superintendent
Instructional Services
(559) 793-2452
(559) 793-1083 FAX

TOM VELASQUEZ

Member

May 22, 2024

Planning Division
City of Porterville
291 North Main Street
Porterville, CA 93257

Re: Acquisition of Approximately 3.80 Acres for Public School Purposes

To Whom It May Concern:

The Porterville Unified School District ("District") is seeking to acquire a parcel of real property consisting of a portion of the City of Porterville's Heritage Park site, west of the District's Santa Fe Elementary School (APN 261-150-056) for an expansion of the Santa Fe Elementary School site. This letter is to provide you notice under Public Resources Code section 21151.2 and Government Code section 65402 regarding the proposed acquisition of the parcel for public school purposes. An Assessor's Parcel Map depicting the property enclosed as Exhibit A.

Please process this notice in accordance with the above-referenced Code sections, copies of which are enclosed.

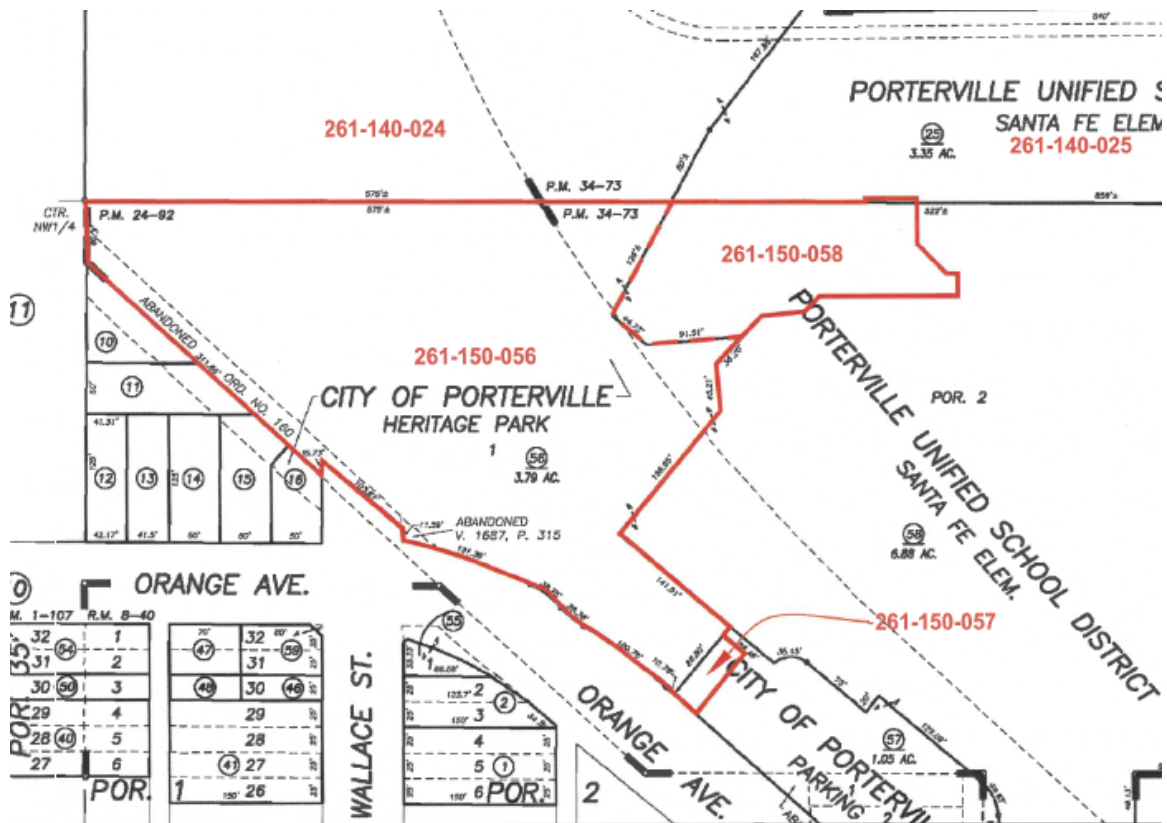
If you need any further information regarding the property in question, please contact me at your convenience at (559) 793-2450.

Sincerely,



Brad Rohrbach, Ed.D.
Assistant Superintendent, Business Services

EXHIBIT A
ASSESSOR'S PARCEL MAP



CALIFORNIA PUBLIC RESOURCES CODE SECTION 21151.2.

To promote the safety of pupils and comprehensive community planning the governing board of each school district before acquiring title to property for a new school site or for an addition to a present school site, shall give the planning commission having jurisdiction notice in writing of the proposed acquisition. The planning commission shall investigate the proposed site and within 30 days after receipt of the notice shall submit to the governing board a written report of the investigation and its recommendations concerning acquisition of the site.

The governing board shall not acquire title to the property until the report of the planning commission has been received. If the report does not favor the acquisition of the property for a school site, or for an addition to a present school site, the governing board of the school district shall not acquire title to the property until 30 days after the commission's report is received.

CALIFORNIA GOVERNMENT CODE SECTION 65402

65402. (a) If a general plan or part thereof has been adopted, no real property shall be acquired by dedication or otherwise for street, square, park or other public purposes, and no real property shall be disposed of, no street shall be vacated or abandoned, and no public building or structure shall be constructed or authorized, if the adopted general plan or part thereof applies thereto, until the location, purpose and extent of such acquisition or disposition, such street vacation or abandonment, or such public building or structure have been submitted to and reported upon by the planning agency as to conformity with said adopted general plan or part thereof. The planning agency shall render its report as to conformity with said adopted general plan or part thereof within forty (40) days after the matter was submitted to it, or such longer period of time as may be designated by the legislative body.

If the legislative body so provides, by ordinance or resolution, the provisions of this subdivision shall not apply to: (1) the disposition of the remainder of a larger parcel which was acquired and used in part for street purposes; (2) acquisitions, dispositions, or abandonments for street widening; or (3) alignment projects, provided such dispositions for street purposes, acquisitions, dispositions, or abandonments for street widening, or alignment projects are of a minor nature.

(b) A county shall not acquire real property for any of the purposes specified in paragraph (a), nor dispose of any real property, nor construct or authorize a public building or structure, in another county or within the corporate limits of a city, if such city or other county has adopted a general plan or part thereof and such general plan or part thereof is applicable thereto, and a city shall not acquire real property for any of the purposes specified in paragraph (a), nor dispose of any real property, nor construct or authorize a public building or structure, in another city or in unincorporated territory, if such other city or the county in which such unincorporated territory is situated has adopted a general plan or part thereof and such general plan or part thereof is applicable thereto, until the location, purpose and extent of such acquisition, disposition, or such public building or structure have been submitted to and reported upon by the planning agency having jurisdiction, as to conformity with said adopted general plan or part thereof.

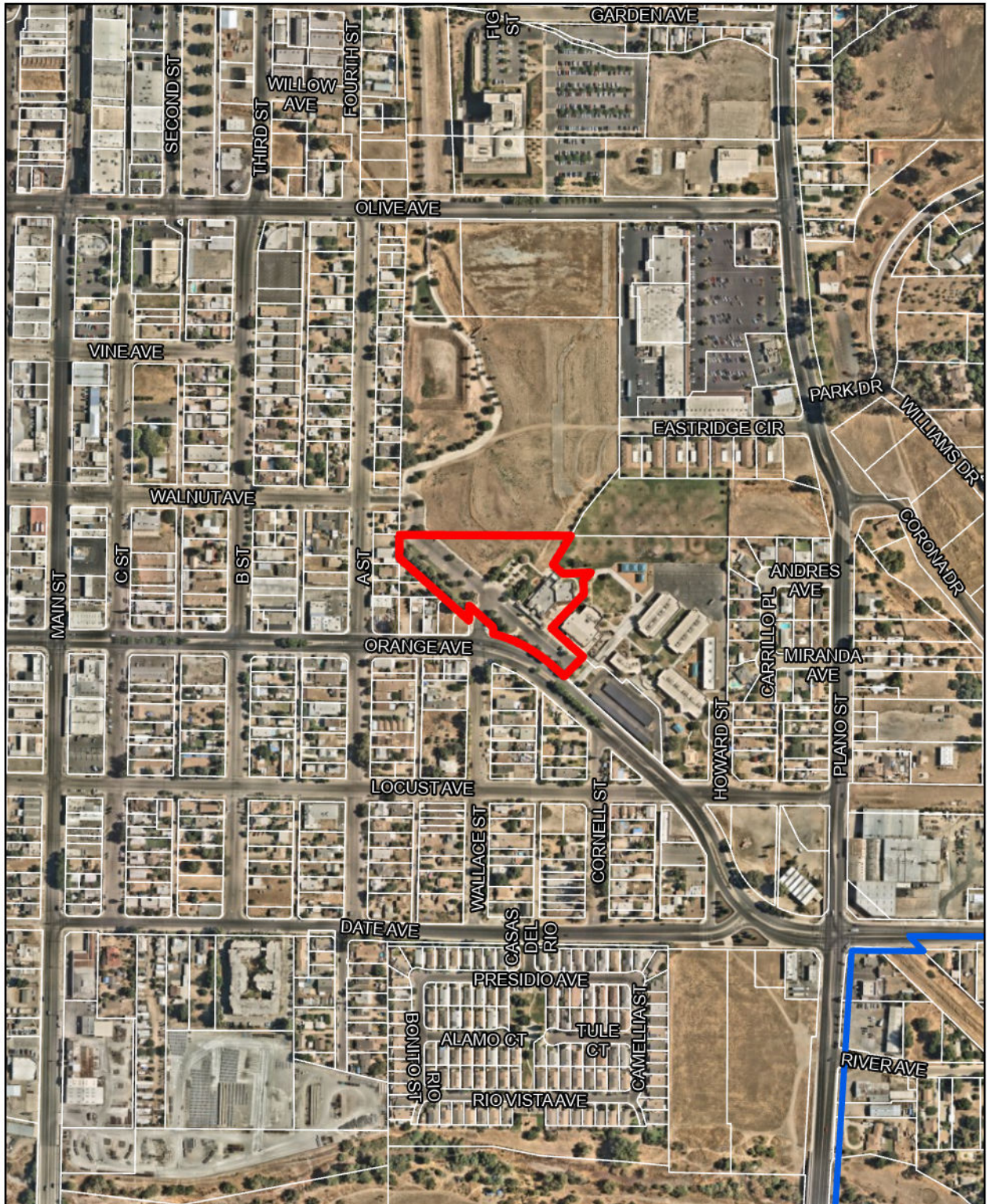
Failure of the planning agency to report within forty (40) days after the matter has been submitted to it shall be conclusively deemed a finding that the proposed acquisition, disposition, or public building or structure is in conformity with said adopted general plan or part thereof. The provisions of this paragraph (b) shall not apply to acquisition or abandonment for street widening or alignment projects of a minor nature if the legislative body having the real property within its boundaries so provides by ordinance or resolution.

(c) A local agency shall not acquire real property for any of the purposes specified in paragraph (a) nor dispose of any real property, nor construct or authorize a public building or structure, in any county or city, if such county or city has adopted a general plan or part thereof and such general plan or part thereof is applicable thereto, until the location, purpose and extent of such acquisition, disposition, or such public building or structure have been submitted to and reported upon by the planning agency having jurisdiction, as to conformity with said adopted general plan or part thereof. Failure of the planning agency to report within forty (40) days after the matter has been submitted to it shall be conclusively deemed a finding that the proposed acquisition, disposition, or public building or structure is in conformity with said adopted general plan or part thereof. If the planning agency disapproves the location, purpose or extent of such acquisition, disposition, or the public building or structure, the disapproval may be overruled by the local agency.

Local agency as used in this paragraph (c) means an agency of the state for the local performance of governmental or proprietary functions within limited boundaries. Local agency does not include the state, or county, or a city.

Locator Map

APN 261-150-056



 Project Location

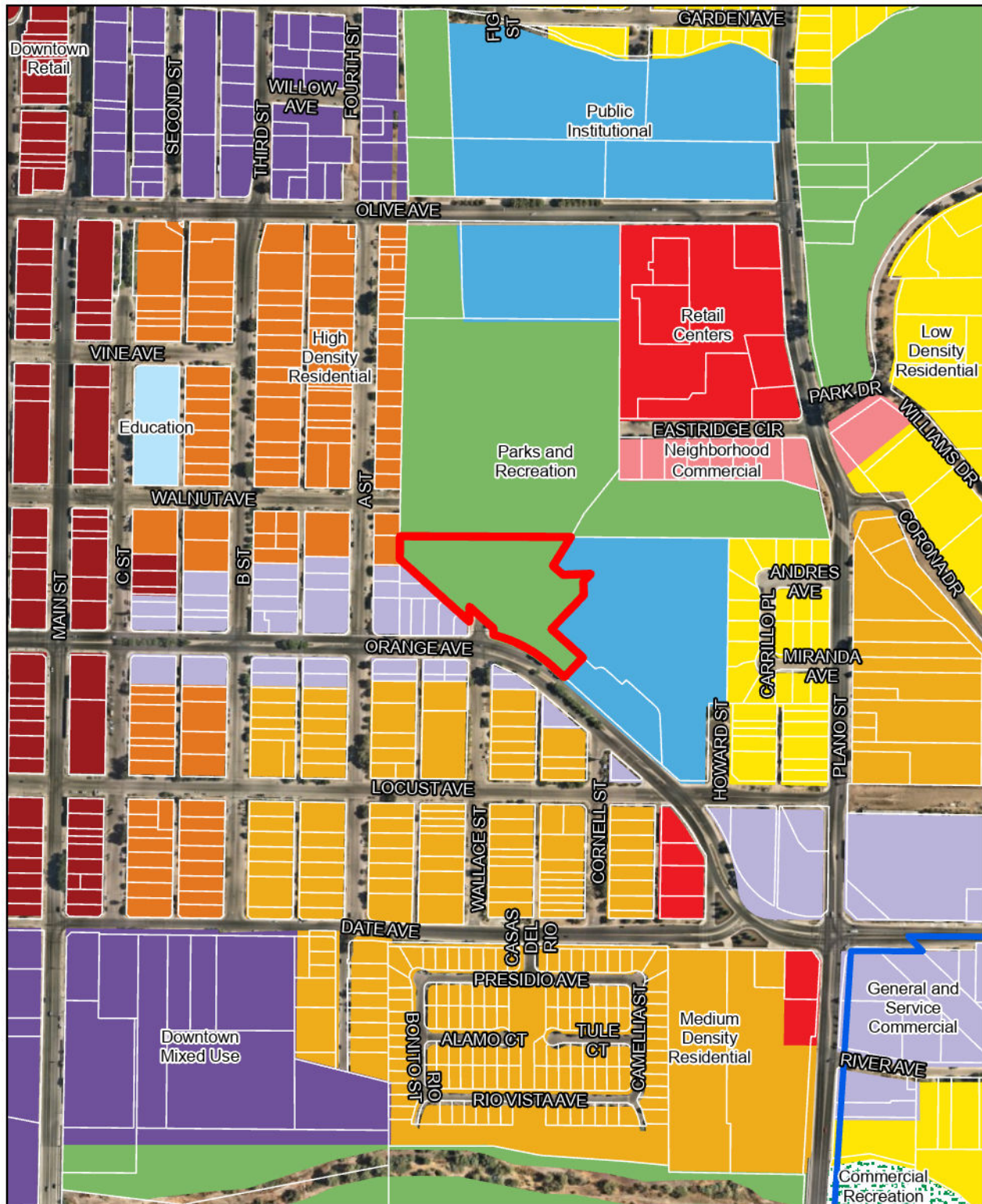
 City Limits

1 in = 500 feet



Date Printed: 6/12/2024 by the Community Development Department

GPLU
APN 261-150-056



-  Project Location
-  City Limits

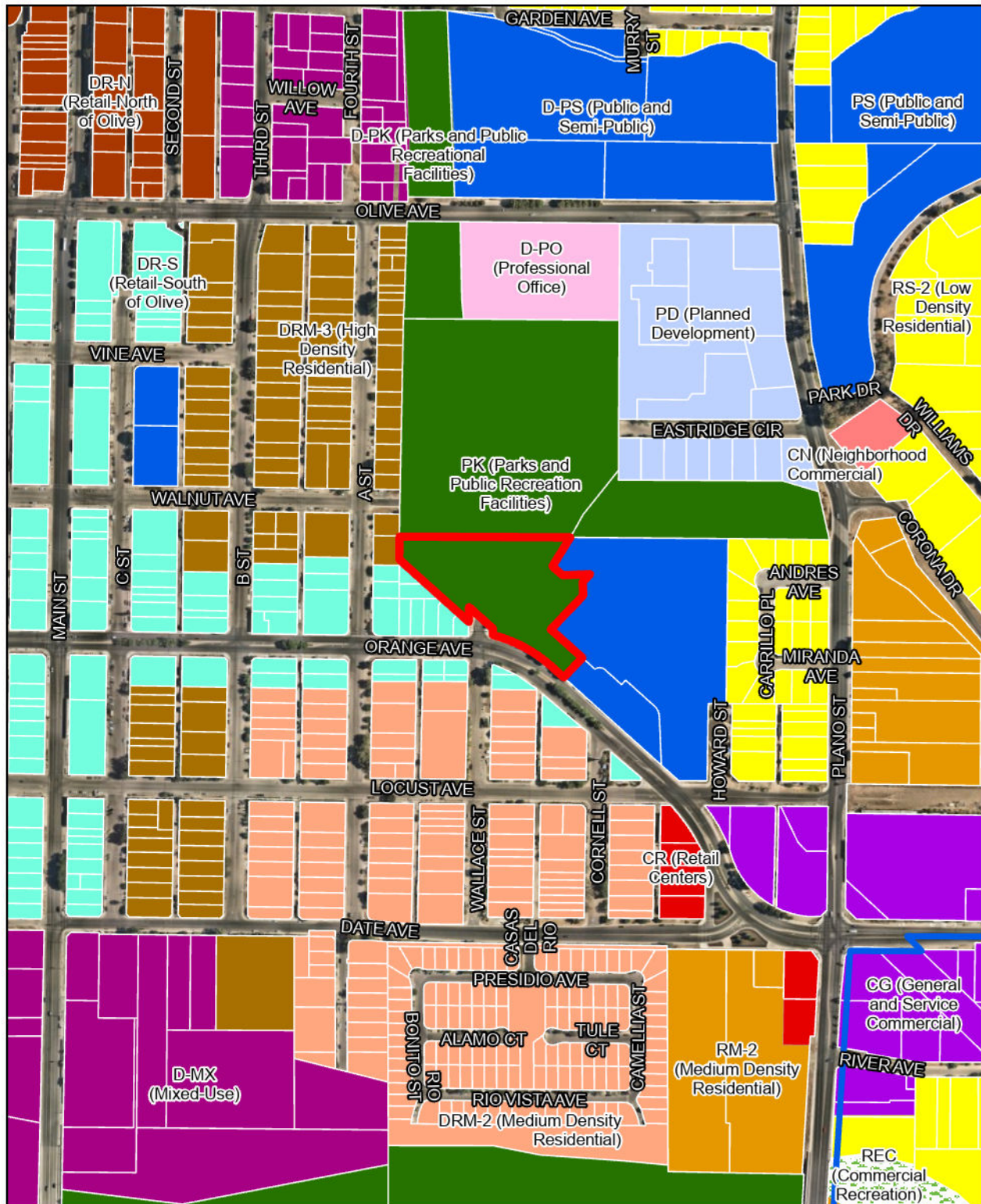
1 in = 500 feet



Date Printed: 6/12/2024 by the Community Development Department

Zoning

APN 261-150-056



 Project Location
 City Limits

1 in = 500 feet



Date Printed: 6/12/2024 by the Community Development Department

RESOLUTION NO. ____-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE MAKING
DETERMINATIONS PURSUANT TO PUBLIC RESOURCES CODE SECTION 21151.2
AND GOVERNMENT CODE SECTION 65402(c) IN THE MATTER OF SITE
ACQUISITION BY PORTERVILLE UNIFIED SCHOOL DISTRICT

WHEREAS: in a letter dated May 22, 2024, the Porterville Unified School District (District) did request that the City of Porterville (City) conduct an investigation and make determinations as required pursuant to Public Resources Code Section 21151.2 and Government Code section 65402; and

WHEREAS: pursuant to Public Resources Code Section 21151.2 and Government Code Section 65042(c), responses to the District's inquiries are required within 30 days and 40 days, respectively, from the date of notification by the District; and

WHEREAS: at a regular meeting on June 18, 2024, the City Council of the City of Porterville did consider said request from the District; and

WHEREAS: pursuant to Public Resources Code Section 21151.2, the District has requested that the City provides a report regarding the District's proposed acquisition of approximately 3.80 acres of APN 261-150-056 (Site) currently owned by the City and part of its Heritage Park that the District intends to use for expansion of the Santa Fe Elementary School; and

WHEREAS: the City as owner of the Site is a willing participant in conveyance of the Site to the District; and

WHEREAS: pursuant to Government Code Section 65402(c), the District has requested that the City provides a report regarding the consistency of the proposed school site with the City of Porterville General Plan; and

WHEREAS: the Land Use Element of the Porterville General Plan identifies the Site as Parks and Recreation, within which land use designation schools are neither allowed nor prohibited; and

WHEREAS: the General Plan does contain a land use designation entitled Public Facility, within which public schools are deemed an appropriate use, and which would thus be more desirable from a standpoint of general plan consistency.

NOW, THEREFORE BE IT RESOLVED that the City Council does hereby make the following finding pursuant to Public Resources Code Section 21151.2:

Based upon rationale contained entirely within the record, and summarized herein, the City Council concludes that the Site is an appropriate location for expansion of the existing Santa Fe Elementary School by general reason of its proximity to said

Sante Fe Elementary School thus obviating the need to acquire land elsewhere for new construction.

BE IT FURTHER RESOLVED that the City Council does hereby make the following finding pursuant to Government Code Section 65402(c):

That the proposal to acquire the Site and expand the Santa Fe Elementary School at that location is not consistent with the Land Use Element of the City of Porterville General Plan. The City acknowledges that pursuant to Section 65402(c), it has been granted the opportunity to review and comment on consistency with its General Plan, and that it cannot enforce the policies of its General Plan on the District's activities.

BE IT FURTHER RESOLVED that the findings contained in this Resolution No. XX-2024 shall constitute the reports of the City of Porterville in response to the respective inquiries made by Porterville Unified School District regarding acquisition of the Site for construction of school facilities, said Resolution to be forwarded to the District for its use.

PASSED, APPROVED, AND ADOPTED this 18th day of June, 2024.

By: _____
Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

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



CITY COUNCIL AGENDA – JUNE 18, 2024

SUBJECT: Amendment No. 2 to 4Creeks, Inc. Santa Fe Byway Trail Service Agreement

SOURCE: Engineering and Project Management

COMMENT: 4 Creeks, Inc. is under contract with the City to design and provide plans and specifications for the Pedestrian Improvement Project as an extension of the Santa Fe Byway Trail Project. The Pedestrian Improvement Project is funded with a State Active Transportation Program (ATP) grant and for the installation of High-intensity Activated crossWalk (HAWk) systems at the Olive Avenue and Morton Avenue crossings along the Santa Fe Byway as well as a crossing on Plano Street at Chase Avenue. It has been determined that potholing services will be required at each of the crossings in order for the plans and specifications to be completed. Not potholing the areas to help with the final design could cause unnecessary increases in construction costs created by unknown conditions.

Staff is seeking an amendment to the 4 Creeks, Inc. Service agreement for the design of the HAWk systems and required accessibility improvements to deliver a complete set of plans and specifications that meet the deliverable requirements of the awarded ATP grant for the HAWk crossings. Cost for the additional design services is \$26,377.32 and funding is available through the City's Measure R Alternative Transportation fund.

RECOMMENDATION: That the City Council:

1. Authorize the Engineering & Project Management Director to execute Addendum No. 2 to the 4 Creeks, Inc. Service Agreement at an agreed upon fee of \$26,377.32 for the services described herein; and
2. Authorize progress payments up to one hundred percent (100%) of the fee amount and authorize a ten percent (10%) contingency to cover unforeseen costs.

ATTACHMENTS: 1. 4Creeks, Inc. - Contract Amendment 2

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager

May 31, 2024

Ms. Sarah Weaver

Project Manager
City of Porterville
291 N. Main Street
Porterville, Ca 93257

Subject: HAWK Pedestrian Crossing Project – Contract Amendment 2
4Creeks Project No. 22264

Dear Ms. Weaver,

We have prepared a scope of work and fee for the additional services required to complete the plans, specifications, and opinion of probable construction costs (PS&E) for the proposed HAWK Pedestrian Crossing Project. Our understanding is that the additional scope of work includes the following:

Task 15: Potholing Services for Pedestrian Hybrid Beacon Design

4Creeks will coordinate with our subconsultant, 4CG Construction, and obtain up to 12 potholes total in the City of Porterville at the following proposed Pedestrian Hybrid Beacon locations:

- Olive Avenue & Santa Fe Trail crossing
- Morton Avenue & N. Henrehan Street
- Henderson Avenue & 4th Street
- Plano Street & Chase Avenue

The 4Creeks Team will obtain an encroachment permit from the City. A traffic control plan that will be implemented throughout the process will also be provided. Prior to potholing, Underground Service Alert will be notified to mark existing utilities at each of the locations.

Total Contract Amendment 2 = \$26,377.32

Exclusions

- Any work not specifically listed in this scope of services.

If you have any questions or need any additional information, please feel free to give us a call to discuss.

Sincerely,



Lisa M. Wallis-Dutra, PE 71262, TE, PTOE, RSP
Senior Civil Engineer



Matthew D. Ainley, PE 66233
Principal-In-Charge

Project: HAWK Pedestrian Crossing Project – Contract Amendment 2

City of Porterville Approval:

Signature

Date

Print Name and Title



CITY COUNCIL AGENDA – JUNE 18, 2024

SUBJECT: Permanent Local Housing Allocation (PLHA) Year 4 Application

SOURCE: Community Development

COMMENT: In 2020, the California Department of Housing and Community Development (HCD) announced the availability of funding for the Permanent Local Housing Allocation (PLHA) program Entitlement and Non-Entitlement Local government formula component Notice of Funding Availability (NOFA). Funding for the NOFA was provided pursuant to Senate Bill (SB) 2 (Chapter 364, Statutes of 2017). SB 2 established the Fund and authorizes HCD to allocate 70 percent of monies collected and deposited in the Fund, beginning in calendar year 2019, to local governments for eligible housing and homelessness activities. The intent of the bill is to provide a permanent, ongoing source of funding to local governments for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities.

As an Entitlement Local government, the City of Porterville has applied for 2019, 2020, and 2021 formula allocations of PLHA funds in the amount of \$342,754, \$532,745, and \$586,270, respectively. Additionally, the City submitted a 5-year plan outlining its intention to use the PLHA funds for the eligible activity 6 which is defined as, “Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.” The 5-Year Plan has been amended twice since its initial adoption; once in 2021 and most recently in May 2024.

On December 29, 2023, the California Department of Housing and Community Development (HCD) announced the release of the 2023 Permanent Local Housing Allocation Program (PLHA) Local Government Formula Component Notice of Funding Availability (NOFA) for approximately \$167.9 million in new calendar year 2022 funds, plus an additional \$128.1 million in remaining calendar year 2020 and 2021 funds. The City of Porterville is eligible to apply for \$293,840, which represents the 4th year funding of the City of Porterville’s adopted 5-Year PLHA Plan for use on the approved eligible activity 6 noted above and specifically for Permanent Supportive Housing, Navigation Center, Bridge Housing and Emergency Shelter Operations. The PLHA five-year formula allocation amount is \$2,056,524.

The deadline to submit the streamlined application for these funds is June 30,

Item No. 13.

2027. Since the 5-Year Plan Amendment was approved and adopted by City Council at its meeting on May 7, 2024, no new action with regard to the Plan is required to apply for the 2023 NOFA. However, staff is bringing this item before Council as an update and to request that Council authorize the Mayor to sign the streamlined application for the 2022 funding allocation of \$293,840 for submittal to HCD; and authorize staff to respond to the 2023 PLHA NOFA and submit the streamlined application to HCD for the 2022 (Fourth year of PLHA 5-Year Plan) funds.

RECOMMENDATION: That the City Council:

1. Authorize the Mayor to sign the streamlined application for the 2022 PLHA funding allocation for submittal to HCD; and
2. Authorize staff to submit the streamlined application in response to the 2023 PLHA NOFA to HCD for 2022 (Fourth year of PLHA 5-Year Plan) funds.

ATTACHMENTS:

1. 2023 PLHA Streamlined Application
2. Draft Resolution w Exhibit

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Acting Community Development Director

Final Approver: Patrice Hildreth, City Manager

Local Government Formula Allocation										Rev. 03/18/24		
This streamlined application form is limited to Applicants who applied for and received an award from the 2020, 2021, and/or 2022 Formula Allocation NOFA.												
Did Applicant receive an award from the 2020, 2021, and/or 2022 NOFA Formula Allocation?										Yes		
Which NOFA year(s) are you applying for with this application?										2023 Only		
Eligible Applicant Type:		Entitlement										
Local Government Recipient of PLHA Formula Allocation:										Porterville		
2021 PLHA Formula Allocation Amount:		\$0		Allowable Local Admin (5%):		\$0.00		Admin requested?				
2022 PLHA Formula Allocation Amount:		\$293,840		Allowable Local Admin (5%):		\$14,692.00		Admin requested?		Yes		
Instructions: If the Local Government Recipient of the PLHA Formula Allocation delegated its PLHA formula allocation to another Local Government in its 2020 application, the Applicant (for which information is required below) continues to be the administering Local Government, which received the award. The PLHA award will be made to the Applicant (upon meeting threshold requirements) and the Applicant is responsible for meeting all program requirements throughout the term of the Standard Agreement.												
Eligible Applicants §300												
§300(a) and (b) Eligible Applicants for the Entitlement and Non-Entitlement formula component described in Section §100(b)(1) and (2) are limited to the metropolitan cities and urban counties allocated a grant for the federal fiscal year 2017 pursuant to the federal CDBG formula specified in 42 USC, Section §5306 and Non-entitlement local governments.												
Applicant:		City of Porterville										
Address:		291 N Main Street										
City:		Porterville		State:		CA		Zip:		93257		
County:		Tulare										
Auth Rep Name:		Martha A. Flores		Title:		Mayor		Auth Rep. Email:		mflores@porterville.ca.gov		
Phone:		(559) 782-7466										
Address:		291 N Main Street		City:		Porterville		State:		CA		
Zip Code:		93257										
Contact Name:		Luisa Zavala		Title:		Acting EcoDev & Housing Manager		Contact Email:		lzavala@ci.porterville.ca.us		
Contact Phone:		(559) 782-7460										
Address:		291 N Main Street		City:		Porterville		State:		CA		
Zip Code:		93257										
Threshold Requirements												
§302(a) Housing Element compliance: Applicant and Delegating Local Government's if applicable Housing Element was adopted by the Local Government's governing body by the application submittal date and subsequently determined to be in substantial compliance with state Housing Element Law pursuant to Government Code Section 65585.										No		
§302(b) Applicant and Delegating Local Government have submitted the current or prior year's Annual Progress Report to the Department of Housing and Community Development pursuant to Government Code Section 65400.										Yes		
§302(c)(2) Applicant certifies that submission of the application was authorized by the governing board of the Applicant.												
File Name:		Application and Plan Adoption Reso		§302(c)(4)(D) Evidence that the Plan was authorized and adopted by resolution by the Local jurisdiction and that the public had an adequate opportunity to review and comment on its content. PLHA webpage for Application and Plan Adoption Resolution Document					Uploaded to HCD?			
§300(e) Applicant does not have uncommitted PLHA funds greater than permitted by Section 300(e).										Yes		
§503(b) Applicant has submitted the PLHA Annual Report by July 31 (if applying <u>before</u> July 31), or has submitted the PLHA Annual Report due by July 31 (if applying <u>on or after</u> July 31).										Yes		
§302(c)(8) If a program income reuse plan was not submitted with the 2020 application, has Applicant attached a program income reuse plan describing how repaid loans and/or accrued interest will be reused for eligible activities specified in Section 301?										N/A		
File Name:		Reuse Plan		Program Income Reuse Plan describing how repaid loans or accrued interest will be used for eligible activities in Section 301.					Uploaded to HCD?		N/A	
Certifications												
On behalf of the entity identified below, I certify that: The information, statements and attachments included in this application are, to the best of my knowledge and belief, true and correct and I possess the legal authority to submit this application on behalf of the entity identified in the signature block.												
Marth A. Flores				Mayor								
Authorized Representative Printed Name				Title				Signature		Date		

RESOLUTION NO. _____-2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AUTHORIZING THE APPLICATION AND ADOPTING THE PLHA PLAN FOR THE
PERMANENT LOCAL HOUSING ALLOCATION PROGRAM**

The City Council of the City of Porterville hereby consents to, adopts, and ratifies the following resolution:

WHEREAS, the Department is authorized to provide up to \$296 million under the SB2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq.(Chapter 364, Statutes of 2017 (SB 2)).

WHEREAS, the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability("NOFA") dated 12/29/2023 under the Permanent Local Housing Allocation (PLHA)Program;

WHEREAS, The City of Porterville is an eligible Local government who has applied for program funds to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation.

WHEREAS, the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.
2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix B of the current NOFA 2023 in accordance with all applicable rules and laws.
3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules, and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.
4. **Pursuant to Sections 302(c)(4) and 302(c)(5) of the Guidelines, Applicant's PLHA Plan for the 2020-2023 Allocations is attached to this resolution, was**

adopted by the City Council on May 7, 2024, and Applicant certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the Guidelines.

5. Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation.
6. Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.
7. Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.
8. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.
9. The Mayor or her/his designee is authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

PASSED, APPROVED AND ADOPTED this 18th day of June, 2024.

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

Fernando Gabriel-Moraga, Acting
Chief Deputy City Clerk

Exhibit A: Amended PLHA 5-Year Plan

City of Porterville Permanent Local Housing Allocation Program Five-Year 2019-2023 Plan Amendment 2

§302(c)(4) Plan

Introduction: In 2017, Senate Bill 2 (the Building Homes and Jobs Act) created the Permanent Local Housing Allocation (PLHA) program. The California Department of Housing and Community Development (HCD) announced the availability of approximately \$195 million in funding for the PLHA program Entitlement and Non-entitlement Local government formula component Notice of Funding Availability (NOFA). The NOFAs are funded from moneys deposited in the Building Homes and Jobs Trust Fund (Fund) in calendar year 2019, 2020 and 2021 thus far.

Funding for this NOFA is provided pursuant to Senate Bill (SB) 2 (Chapter 364, Statutes of 2017). SB 2 established the Fund and authorizes the Department to allocate 70 percent of moneys collected and deposited in the Fund, beginning in calendar year 2019, to Local governments for eligible housing and homelessness activities. The intent of the bill is to provide a permanent, ongoing source of funding to Local governments for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities.

Purpose: The City of Porterville is considered an Entitlement Local government, and is eligible for a 2019, 2020 and 2021 formula allocation of PLHA funds in the amount of \$342,754, \$532,745, and \$586,270, respectively. The approximate PLHA five-year formula allocation amount is \$2,056,524. PLHA funds must be used to carry out one or more of the eligible activities listed below:

1. The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary Operating subsidies.
2. The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in High-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days. See Appendix B for a list of High-cost areas in California.
3. Matching portions of funds placed into Local or Regional Housing Trust Funds.

4. Matching portions of funds available through the Low- and Moderate- Item No. 17. Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.
5. Capitalized Reserves for Services connected to the preservation and creation of new Permanent supportive housing.
6. Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
7. Accessibility modifications in Lower-income Owner-occupied housing.
8. Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.
9. Homeownership opportunities, including, but not limited to, down payment assistance.
10. Fiscal incentives made by a county to a city within the county to incentivize approval of one or more Affordable housing projects, or matching funds invested by a county in an Affordable housing development project in a city within the county, provided that the city has made an equal or greater investment in the project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an Affordable housing project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the Affordable housing project.

Requirements: In order to participate in the formula allocation, the City of Porterville is required to develop a five-year plan detailing the manner in which allocated funds will be used for eligible activities.

Plan: With City Council and the community's input, it is recommended that the City of Porterville utilize the funds in the following manner:

I. §302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities.

- A. The City of Porterville plans to use PLHA funds for three (3) priorities, distributed over three (3) possible activities that assist persons who are experiencing homelessness or at risk of homelessness. *§301(a)(6) Assisting persons who are experiencing or At-risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.*

B. The City of Porterville Plans on opening an RFP to allow agencies to apply for funding. There are three priorities identified (not listed in order of priority, numbering is only for identification purposes):

1. Provide operating costs for navigation centers
2. Provide operating costs for emergency shelters and/or bridge housing programs.
3. Support Permanent Housing Programs to provide operating costs for permanent supportive housing programs.

II. §302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI).

A. The City of Porterville will continue to prioritize investments that increase the supply of affordable housing for households under 60% AMI with PLHA funds. People experiencing homelessness, who are currently served by KTHA programs are typically under 30% Area Median Income (AMI); therefore, all the proposed priorities will serve households under 60% AMI.

III. §302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local government's Housing Element.

A. The City permits social service facilities, including emergency shelters, in the RM-3, CMX, D-MX, DRM-2, and DRM-3 zoning districts via a conditional use permit. Further, social service facilities are allowed by right in the CR and CG zone districts.

B. The City permits transitional and supportive housing in all zoning districts that allow residential uses, subject only to the restrictions that would apply to a residential use of the same type. Section 301.22 of the City's Development Ordinance clarifies this accommodation.

C. Housing Element Goals consistent with the PLHA program priorities.

1. Goal 2: Expand the City's low- and moderate-income housing opportunities.
 - Policy 2.5 - The City will pursue local, state, and federal funding assistance that is appropriate to Porterville's needs to expand affordable housing opportunities for low- and moderate-income households
2. Goal 3: Address the housing needs of special populations, including seniors, female-headed households, persons with disabilities, first-

time homebuyers, large families, and homeless individuals and families.

- Policy 3.1 - The City will maintain an adequate supply of appropriately designated land for special needs housing, including seniors, disabled persons, large households, farmworkers, the homeless, and transitional persons.
- Policy 3.2 - The City will encourage the development and rehabilitation of housing that is accessible to persons with disabilities.
- Policy 3.3 - The City will pursue land use policies that allow small residential developments and individual housing units meeting special needs to be integrated into existing neighborhoods and new residential developments.
- Policy 3.4 - The City will work with surrounding jurisdictions to address the needs of transient homeless persons on a regional basis.
- Policy 3.5 - Continue to participate in the Kings/Tulare County Continuum of Care (“the Alliance”) and work with adjacent jurisdictions to develop additional shelter opportunities.

IV. Activities Detail (Activities Detail (Must Make a Selection on Formula Allocation Application worksheet under Eligible Activities, §301))

§301(a)(6) Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

V. §302(c)(4)(E)(i) Provide a description of how allocated funds will be used for the proposed Activity.

**(This portion of the plan is being proposed to be amended as follows
(Attachment 1 budget summary provided for further clarification))**

A. Priority 1: Navigation Center:

1. Operating costs for a Navigation Center: PLHA funds would be used for operation costs associated with a new or existing Navigation Center. The Navigation Center would serve as a central location for people who are experiencing homelessness to connect to services

to help them obtain housing or overcome barriers in obtaining housing.

B. *Priority 2: Emergency Shelter*

1. Operating costs for an Emergency Shelter: PLHA funds would be used for operating costs needed to run an emergency shelter. This will assist in ensuring that low barrier beds for people who have been identified by the local Continuum of Care on Homelessness, the Kings/Tulare Homeless Alliance (KTHA) continue to be available. KTHA currently uses a vulnerability index to prioritize housing for people experiencing homelessness. Additionally, using a coordinated entry system, KTHA, is able to make referrals from one database, in order to have a streamlined application and referral system between agencies who serve people experiencing homelessness.
2. The City would consider Operating costs for a bridge housing beds, leading to permanent housing: The City plans on working with eligible non-profits who provide bridge housing programs to help cover some gaps in operational financing, allowing them to continue providing housing to program participants that are currently working on permanent housing solutions.

C. *Priority 3: Permanent Housing:*

1. The City would consider Operating costs for Permanent Supportive Housing (PSH) Programs: The City plans on working with eligible non-profits and/or affordable housing developers who provide services to existing PSH programs to help cover some gaps in operational financing/or provide required match for funding, allowing them to continue providing housing to program participants that are currently receiving PSH housing vouchers. This would include increasing the percentage of PLHA funds in years 4 and 5 to include operating expenses for multi-family housing with units dedicated to people experiencing homelessness. This will assist in ensuring that PSH units created for people experiencing homelessness, have the necessary case management to provide PSH units with a connection to supportive services.

Complete the table below for each proposed Activity to be funded with 2020-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2020	2020	2020	2021	2021	2021	2022	2022	2022	2023	2023	2023	
Type of Activity for Persons Experiencing or At Risk of Homelessness	Emergency Shelter Operating	Navigation Center Operating	Supportive /Case Management Services	Emergency Shelter Operating	Navigation Center Operating	Supportive /Case Management Services	Emergency Shelter Operating	Navigation Center Operating	Supportive /Case Management Services	Emergency Shelter Operating	Navigation Center Operating	Supportive /Case Management Services	
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	62%	25%	8%	61%	25%	9%	60%	25%	10%	60%	25%	10%	
§302(c)(4)(E)(ii) Area Median Income Level Served	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	TOTAL
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level Note: complete for years 2020, 2021, 2022 only	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0
§302(c)(4)(E)(ii) Projected Number of Households Served	5	15	8	5	15	9	5	15	10	5	15	10	117
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity (55 years required for rental housing projects)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	

VI. §302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.

Within 6 months after award is received:

- Create, publish and award and RFP offering an opportunity to fund an eligible entity to apply for PLHA funds to be used on one or more of the priorities identified in the plan.
- Enter into agreement (s) to execute each program

Monthly:

- Monitor progress
- Obtain monthly accomplishment data from subrecipients

Yearly:

- Complete yearly accomplishment report
- Apply for subsequent year funding to execute 5-year Plan

Attachment 1: Current and Amended Budget Summary

Current Plan (%)						
Category of Funding	2019	2020	2021	2022	2023	5-YR TOTAL
Administration	5%	5%	5%	5%	5%	5%
Navigation Center	25%	25%	25%	25%	25%	25%
Emergency Housing & Bridge Housing	60%	60%	50%	50%	50%	54%
Permanent	10%	10%	20%	20%	20%	16%
PSH Operations	10%	10%	20%	20%	20%	16%
	-	-	-	-	-	0%
	100%	100%	100%	100%	100%	100%
Amendment 2 (%)						
Category of Funding	2019	2020	2021	2022	2023	5-YR TOTAL
Administration	5%	5%	5%	5%	5%	5%
Navigation Center	25%	25%	25%	25%	25%	25%
Emergency Housing & Bridge Housing	60%	62%	61%	60%	60%	61%
Permanent	10%	8%	9%	10%	10%	9%
PSH Operations	10%	8%	9%	10%	10%	9%
	-	-	-	-	-	0%
	100%	100%	100%	100%	100%	100%

Current Plan (\$)						
Category of Funding	2019	2020	2021	2022	2023	5-YR TOTAL
Administration	\$ 17,137.70	\$ 26,637.25	\$ 29,313.50	\$ 14,692.00	\$ 15,045.75	\$ 102,826.20
Navigation Center	\$ 85,688.50	\$ 133,186.25	\$ 146,567.50	\$ 73,460.00	\$ 75,228.75	\$ 514,131.00
Emergency Housing & Bridge Housing	\$ 205,652.40	\$ 319,647.00	\$ 293,135.00	\$ 146,920.00	\$ 150,457.50	\$ 1,115,811.90
Permanent	\$ 34,275.40	\$ 53,274.50	\$ 117,254.00	\$ 58,768.00	\$ 60,183.00	\$ 323,754.90
PSH Operations	\$ 34,275.40	\$ 53,274.50	\$ 117,254.00	\$ 58,768.00	\$ 60,183.00	\$ 323,754.90
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 342,754.00	\$ 532,745.00	\$ 586,270.00	\$ 293,840.00	\$ 300,915.00	\$ 2,056,524.00
Amendment 2 (\$)						
Category of Funding	2019	2020	2021	2022	2023	5-YR TOTAL
Administration	\$ 17,137.70	\$ 26,637.25	\$ 29,313.50	\$ 14,692.00	\$ 15,045.75	\$ 102,826.20
Navigation Center	\$ 85,688.50	\$ 133,186.25	\$ 146,567.50	\$ 73,460.00	\$ 75,228.75	\$ 514,131.00
Emergency Housing & Bridge Housing	\$ 205,652.40	\$ 346,284.25	\$ 381,075.50	\$ 190,996.00	\$ 180,549.00	\$ 1,304,557.15
Permanent	\$ 34,275.40	\$ 42,619.60	\$ 52,764.30	\$ 29,384.00	\$ 30,091.50	\$ 189,134.80
PSH Operations	\$ 34,275.40	\$ 42,619.60	\$ 52,764.30	\$ 29,384.00	\$ 30,091.50	\$ 189,134.80
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 342,754.00	\$ 532,745.00	\$ 586,270.00	\$ 293,840.00	\$ 300,915.00	\$ 2,056,524.00

Attachment 2: Summary of Public Comments Received at May 7, 2024, Public Hearing

- Brock Neeley, Porterville, commended Director Calderon and her staff in Community Development for the work being done with regard to housing.



CITY COUNCIL AGENDA – JUNE 18, 2024

SUBJECT: Approve Revised FTA Procurement and Contract Administration Manual

SOURCE: Public Works

COMMENT: The City receives federal financial assistance from the Federal Transit Administration (FTA) for operating, preventative maintenance, and capital projects. As a recipient of federal funds, the City is required to administer procurements in accordance with federal requirements contained in the Uniform Administrative Requirements and FTA Master Agreement, including 2 CFR part 200 and FTA Circular 4220.1F. As such, the City must have written procurement policies and procedures, including written standards of conduct for those involved in its procurement and contract administration actions. The FTA requires recipients to review and update their written policies and procedures periodically,

Effective July 1, 2024, the City will resume public transportation management and administration responsibilities. In preparation for this, staff has revised the attached draft 2024 Procurement and Contract Administration Manual. A summary of revisions is provided below:

- Including Build America, Buy America Act (BABA) requirements in the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, as implemented at 2 CFR Part 184;
- Increased detailed procedures for contract modifications, emphasizing the need for documentation of necessity and the verification of funding before issuing modifications;
- Revised steps for preparing independent cost estimates and performing cost or price analysis for modifications expected to exceed \$5,000;
- Expanding the responsibilities of the Project Manager and the Contract Administrator, outlining their roles in technical matters and ensuring compliance with contract terms;
- Emphasizing the importance of maintaining standards of conduct and addressing conflicts of interest, including procurement and contract administration duties.

RECOMMENDATION: That the City Council adopt the draft resolution approving the revised Procurement and Contract Administration Manual.

ATTACHMENTS: 1. Draft Resolution Approving Procurement & Contract Admin Manual

2. 2024 Procurement and Contract Administration Manual

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Patrice Hildreth, City Manager

RESOLUTION NO. ____-2024

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE APPROVING THE REVISED PROCUREMENT AND
CONTRACT ADMINISTRATION MANUAL**

The City Council of the City of Porterville, an FTA recipient hereby consents to, adopts, and ratifies the following resolution:

WHEREAS, the City of Porterville is a recipient of federal financial assistance from the Federal Transit Administration;

WHEREAS, the City of Porterville is required to comply with procurement standards in 2 CFR Part 200;

WHEREAS, the City of Porterville develops and implements policies and procedures to organize and formalize City activities, and to ensure compliance with current statutes and City objectives;

WHEREAS, it is the City of Porterville's directive to review its Procurement and Contract Administration annually;

WHEREAS, the Procurement and Contract Administration is designed to guide decisions pertaining to procurement, including the modes, methods, and procedures for acquiring the materials, equipment, and services necessary to carry out the operations of its public transportation system;

NOW, THEREFORE, BE IT RESOLVED: That the Porterville City Council does hereby approve and adopt the revised Procurement and Contract Administration Manual, as attached hereto as Exhibit A, and directs staff to communicate the policies to all relevant parties.

PASSED, APPROVED AND ADOPTED this 18th day of June 2024.

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

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



PROCUREMENT AND CONTRACT ADMINISTRATION MANUAL

Transportation Department

JUNE 18, 2024

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PREFACE

The City of Porterville receives funding from federal, state, and local sources to plan, design, program, operate, maintain, and build its public transportation system. Therefore, the City's Transportation Department adopts procurement policies and procedures that are consistent with federal regulations and the laws of the State of California.

This Procurement and Contract Administration Manual was prepared in accordance with the requirements set forth by the Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200; and the Federal Transit Administration Circular 4220.1F.

The purpose of these policies and procedures is to set forth the procurement methods and establish standards for obtaining goods and services, including but not limited to construction, professional, and Architectural & Engineering ("A&E") services necessary for the operation of the City's transit service. These procedures include guidelines for the solicitation, award and administration of formally advertised contracts, as well as the consultant selection, negotiation, award and administration of competitively negotiated and A&E contracts.

The Procurement and Contract Administration Manual is designed to instill public confidence through:

1. Accountability and oversight of the City's Transportation Department processes;
2. Creation of policies, procedures, and safeguards that are open and transparent to the public;
3. Ensuring an ethical, fair and equal playing field for all vendors to participate in seeking City's Transportation Department business opportunities with an emphasis on Disadvantaged Business Enterprise (DBE) vendors; and
4. Providing goods and/or services at the right time, place, quality, price, and source to meet the operational requirements of the Department.

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A. Purpose

The purpose of this Manual is to provide guidance and direction for the conduct of contractual actions in accordance with all applicable laws, regulations, City of Porterville policies, and sound business practices.

B. Definition of Terms and Applicability

This section briefly defines the terms and words frequently used in this Manual. For more precise definitions and compliance requirements, readers should rely on applicable state and federal procurement laws and regulations including 49 U.S.C Section 5302.

Addenda/Addendum	Written modifications issued by City that makes changes to the solicitation document.
Administrative Change	A unilateral Contract change, in writing, which does not affect the substantive rights of the parties (e.g. changes of address for submittal of documents, reports, etc.)
Advance Payments	A payment made before performance of work under the contract. No advanced payments shall be made except for customary payments for FTA-funded projects described in FTA Circular 4220.1F, as amended.
Agreement	Written agreement executed by City and another legal entity that sets forth the rights and obligations of the parties in connection with the Work.
Architectural vs. Architectural Engineering	As distinguished from architecture as a design art that focuses on the aesthetics or the functional or spatial layout or design of buildings; architectural engineering incorporates engineering principles to the design and construction of buildings and light rail systems that integrates various disciplines, including architecture, environmental, structural engineering, mechanical engineering and electrical engineering.
Best Value	The overall combination of quality, price, and material requirements for solicited services that in total are optimal to the City.
Best and Final Offer (BAFO)	A term used in solicitations for a proposal containing final pricing and deliverables, based on the outcome of the negotiations conducted during the initial evaluation stage

	of the procurement, and a determination by the Project Manager that negotiations are completed.
Bid	A formal offer, tendered by an individual, firm, partnership, corporation, joint venture, or combination thereof, to provide goods or services at a specified price.
Bidder	An individual, firm, partnership, corporation, joint venture, or combination thereof, includes all entities submitting a bid/proposal.
Bond	A written guarantee of performance, secured by a surety listed in the Comptroller's General's List of Approved Sureties (OMB Circular 570) that is authorized to do business in California. The three relevant bonds are Bid Bond, Payment (or labor and material payment) Bond, and Performance Bond. A Bid Bond equivalent to five percent (5%) of the bid price is submitted with a bid. The Bid Bond ensures that, upon City's acceptance of the Bid, the Offeror will proceed with the Work. If the Bidder does not proceed, City is due from the guarantor the difference between the bid price and the next highest bid price. A Payment Bond or labor and material payment bond secures payment of all contractual obligations by the Contractor. A Performance Bond secures the obligation to complete the Work.
Cardinal Change	A significant change in the Work that causes a major deviation from the original scope of the Contract, or the intended method of achievement, or causes a revision of Contract Work so extensive, significant, or cumulative, that in effect the Contractor is required to perform very different work from that described in the original Contract.
Certificate of Insurance	A document issued by, or on behalf of, a surety verifying that the insured party named on the certificate has purchased the specified insurance coverages. It is typically provided to a third party, such as the City, as evidence that the specified coverages are in effect. The certificate typically identifies the specific coverages involved, the providing insurance company, the effective date and expiration date of the policy, and the dollar limits for each type of coverage.

CFR	Code of Federal Regulations
Change Order (CO) or Modification (Mod)	A written document signed by the Contractor and executed by the City, which alters the scope of work to be performed by the Contractor, changes the schedule for performance of the work, or makes any other changes to the Contract, with or without a change in price.
Closeout	When it is determined that all applicable administrative actions and all required contractual work has been completed.
Cooperative Agreement	An instrument by which FTA awards Federal Assistance to a specific recipient to support a particular project in which FTA takes an active role or retains substantial control, as described in 31 U.S.C Section 6305.
Common Grant Rules	Any one or more of the following: • U.S. Department of Transportation regulations, "Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporations by reference U.S. Office of Management and Budget (OMB) regulatory guidance, "Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards," 2 CFR Part 200; and • U.S.DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," former 49 CFR Part 18.
Conflict of Interest	When a City officer or employee, or an Offeror or Contractor has any financial or other personal relationship sufficient to influence or appear to influence the objective exercise of their official duties or responsibilities, as more explicitly set for in this Policy.
Consultant/Contractor/Vendor/Supplier	The person(s), partnership, joint venture, or firm entering into a Contract for the performance of services or delivery of goods or equipment to City.
Contract Documents	The documents and plans expressly incorporated by reference into the executed agreement between City and the Contractor that sets forth the legally binding

	obligations between City and the Contractor for performance and completion of the Contract.
Contract Administration	The post-award administration of Contracts to ensure that Contract deliverables are fulfilled by the Contractor pursuant to contract terms and conditions. These responsibilities are normally delegated to a Project Manager (PM) serving as the point of contact with the Contractor.
Contract Amount or Contract Price	The amount payable to the Contractor under the terms and conditions of the Contract and identified in the Contract, as may be adjusted by Contract Modification/Change Order for successful completion of the work under the contract.
Contractor	The person or entity that has been awarded a Contract for goods or services.
Cost Analysis	A process that entails the review and evaluation of the separate cost elements, including direct costs (labor, materials, equipment, etc.), proposed indirect costs (overhead), and profit of a contractor's cost or pricing data, and the judgmental factors applied in determining the reasonableness of costs. A cost analysis is generally conducted to form an opinion on the degree to which the proposed cost, including profit, represents what the performance of the Contract should cost, assuming reasonable economy and efficiency.
Days	Except as otherwise provided in a contractual document, calendar days, including weekends and holidays.
DBE	Disadvantaged Business Enterprise
DBE Goal	The participation goal established, subject to the requirements of 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".
Design-Build	A contract between City and a vendor, consultant or contractor in which the vendor, consultant or contractor agrees to design and build the equipment, facility, portion of the facility, or other item specified in the contract subject to the procedure and requirements stipulated in

	both FTA Circular 4220.1.F and Chapter 39.10 RCW, "Alternative public works contracting procedures."
Emergency	A situation (such as a flood, epidemic, riot, equipment failure, or other reasons declared by the City Council) that creates an immediate threat to public health, welfare, or safety.
Finance Director, Procurement and Contracts Director	The position responsible for the functions of the Finance Department. The Director supervises the Contract Managers and other staff of the division. The Director reports to the City Manager.
Equitable Adjustment	An equitable adjustment is the difference between the reasonable cost of contract performance without the change or changes and the reasonable cost, actual or estimated, of contract performance with the change or changes. It is not the difference between the proposed or negotiated cost of contract performance and the actual or reasonable cost of contract performance with the change or changes. The purpose of an equitable adjustment is to fairly compensate a contractor for the change order. It is not a vehicle for increasing a contractor's profit or reducing its loss for reasons unrelated to a change.
Federal Government	The United State of America (U.S.) and any of its executive departments or agencies.
Federal Requirement	• An applicable federal law, regulation, or executive order; • An applicable provision of the Underlying Agreement, including any Special Condition, Requirement, Provision, or Condition of Award; • The FTA's Master Agreement; • A later Master Agreement after the FTA and the City have entered into the Underlying Agreement; or • Another applicable federal mandate.
Federal Transit Administration (FTA)	An operating administration of the U.S. Department of Transportation (DOT).
Federal Acquisition Regulations/FAR	The Federal Acquisition Regulation, 48 CFR Chapter 1, does not apply to federally assisted procurements, absent Federal laws or regulations to the contrary. In the case of FTA programs, FAR cost principles Part 31 apply to grants

	and cooperative agreements with private for-profit entities. Audits of A&E services listed in 49 U.S.C. Section 5325 must be carried out under FAR Part 31 cost principles. Nevertheless, in the absence of other guidance, FAR standards may prove useful if City's circumstances are suitable for application of the specific FAR provision under consideration (i.e., procurement planning, method and type).
Final Acceptance	Written notice by City acknowledging that Contractor has fulfilled all of its obligations under the Contract and that City has accepted the Work or goods as of the date stated in the Notice. Final Acceptance is a condition precedent to Final Payment.
Final Inspection	Inspection performed by City to determine the actual status of the Work in accordance with the terms of the Contract.
Final Pay	Following Final Acceptance of Work, including Punch List items and release of claims, City makes final payment.
General Contractor/Construction Manager (GC/CM)	A firm with which City has negotiated a maximum allowable construction cost to provide services during the design phase and to act as construction manager and general contractor during the construction phase subject to the procedure and requirements stipulated in both FTA 4220.1 as amended and Chapter 39.10 RCW, "Alternative public works contracting procedures."
Grantee	A government or public organization including City receiving the FTA funding subject to the Common Grant Rule and Master Agreement.
Invitation for Bids (IFB)	A formal solicitation seeking offers to provide goods and services at a fixed price. In IFB procurements, an award is made on the basis of the lowest price offered in a responsive bid from a responsible bidder. The determination is solely on price, with no consideration of a bid's quality beyond meeting the minimum requirements established in the IFB.
Independent Cost Estimate (ICE)	The ICE is City's independent and initial estimate of the cost of the Scope of Work ("SOW") for a project or services.

Joint Procurement	A method of contracting in which two or more purchasers agree from the outset to use a single solicitation document and enter into a single contract with a vendor for delivery of property or services in fixed quantity, even if expressed as a total minimum and total maximum.
Liquidated Damages	The pre-established amount the Contractor will pay to the City for each day, or other appropriate period designated by the City, any portions of the work which remains incomplete after the contract completion term, or for each day that any designated milestone is not met, reflecting the additional estimated cost that the City will incur because of the delay. Liquidated Damages do not include performance incentives and/or disincentives.
Local Governmental Authority	As defined in 49 U.S.C. Chapter 53, the term "Local Governmental Authority" includes City of Porterville, Porterville Transit for the purpose of Federal Transit Administration (FTA) assistance.
Manufacturer	The builder or producer supplying materials, equipment, or apparatus for installation or use.
Materials	Materials, equipment, products, and articles incorporated or to be incorporated into the Work.
Mico-Purchases	A method of procurement without obtaining competitive quotations for goods and services valued at \$10,000 or less. See OMB Memorandum M-18-18, and in OMB Changes to 2 CFR Part 200. For FTA funded projects, the Micro-Purchases are exempt from FTA's third-party Contract clauses except: (1) construction Contracts exceeding \$2,000 are subject to the wage provisions of the Davis-Bacon Act; and (2) the file must include a determination that the price is fair and reasonable, and the justification for that determination.
Micro-Purchase Threshold	The dollar amount at or below purchases of property or services utilizing micro-purchase procedures may be utilized. Generally, the micro-purchase threshold for federally funded procurement activities does not exceed the amount set by the FAR at 48 CFR Part 2, Subpart 2.1.

Notice of Award/NOA	A written notice by City to the successful Offeror that City will sign and deliver the Contract subject to the conditions stated in solicitation.
Notice to Proceed/NTP	A written notice issued by City to a Contractor directing the start of Work. Any Work performed prior to Notice to Proceed shall be at Contractor's own expense and risk.
Offeror	The term "offeror" includes "quoter", "bidder", and "proposer" in response to a RFP, IFB, or RFQ, as used in this Manual.
Option	A unilateral right in the Contract by which City may elect to purchase, at a predetermined price, additional equipment, supplies, or services called for by the Contract.
Plans	Includes the drawings, standard drawings, profiles, typical cross-sections, general cross-sections, elevations, diagrams, schedules, and details that show the locations, character, dimensions, and details of the Work. The Plans include the Contract Drawings.
Prevailing Wage	The government mandated minimum hourly wage, benefits, and overtime, paid to the workers, laborers, and mechanics in a public works contract. Prevailing wages are established by the California State Department of Labor and Industries, pursuant to RCW 39.12, for each trade and occupation employed in the performance of public work. It is established separately for each county, and is reflective of local wage conditions. For FTA funded construction contracts, 49 U.S.C. Section 5333(a), Davis-Bacon Act prevailing wage protections apply to workers, laborers and mechanics.
Price Analysis	A price analysis involves examining and evaluating a proposed price without evaluating its separate cost and profit elements. At City, every award must include a determination that the price is fair and reasonable. The extent of the analysis depends on the value and nature of the contract.
Procurement Lead Time/PLT	The time taken to award a contract or purchase order. It usually begins with the submission of a purchase requisition and ends with awarding a purchase order or contract. Depending on dollar value and complexity,

	typical PLT activities may include development or conduct of: statement of work, independent cost estimate, market research, insurance requirements, diversity goal, contracting method and type, sole source justification, selection of solicitation and contract clauses, advertisement, solicitation issuance, pre-bid conference, cost and technical proposal review, evaluation team, negotiation, cost/price analysis, organizational review, legal review, contractor's acceptance and signature, and City's approval, and contract award documentation.
Professional Services	Work performed by an independent contractor within the scope of the practice of accounting, actuarial services, architecture, land surveying, landscape architecture, law, or professional engineering.
Progress Payment	Partial payment request for acceptable work performed and materials received.
Project	The overall objective of the Contract.
Project Closeout	The process by which the contractor documents fulfillment of all obligations under the contract. This process follows substantial completion and precedes final acceptance.
Project Schedule	The schedule agreed to by the parties setting forth the logical sequence of activities required for the Contractor's orderly performance and completion of the Work in accordance with the Contract, and specifically, to meet the specified milestone dates, including updates.
Project Manager/PM	City's designated technical point of contact for managing the project and coordinating with Finance on a day-to-day basis. Coordination with Finance includes entry of the purchase requisition, verification of funding, obtaining budget checks, verification of receipt of goods and services, verification of receipt and accuracy of invoices, and payment.
Plan Holder's List (Bidder's List)	Known prospective Offerors who have either downloaded a specified solicitation package from City's website or included by City for notification purposes.
Proposal	A formal plan for the provision of goods or services, tendered by an individual, firm, partnership, corporation,

	joint venture, or combination thereof. Proposals are evaluated on qualitative technical factors in addition to price. For Architecture and Engineering project proposals, price is not a competitive factor.
Protest	It allows any actual or prospective proposer, bidder, offeror, or contractor ("Interested Party") who is aggrieved in connection with a solicitation, evaluation, or award of a contract, an opportunity to state their dispute and have a right to seek resolution of any concerns, issues, or perceived wrongs associated with the procurement process. All City's administrative procedures must be exhausted and followed prior to raising the issue to the Federal Transit Administration (FTA).
Purchase Order	A commercial document that is issued by City's Finance Department when placing an order with its vendors or suppliers. The document indicates the details on the items or services that are to be purchased, such as the types of goods, quantity, and price. In simple terms, it is the Contract drafted by the Finance Department when purchasing goods or services from a seller.
Quality Assurance/QA	All those planned and systematic actions necessary to provide confidence that all Work complies with the Contract and that all materials incorporated in the Work, all equipment and all elements of the Work will perform satisfactorily for the purpose(s) intended.
Recipient	The Recipient for this Manual is City of Porterville, Porterville Transit. The term is used for any public entity to which FTA awards Federal assistance through a grant, cooperative agreement, or other agreement. A recipient must comply with Common Grant Rules 49 CFR Part 18 and 19.
Request for Information (RFI)	A written request by a vendor, consultant or contractor requesting clarification or additional information concerning the solicitation and/or contract documents.
Revenue Contract	A contract in which City provides access to vendor, consultant or contractor to public transportation assets for the primary purpose of either producing revenues in connection with a public transportation related activity,

	or creating business opportunities involving the use of its property or other assets.
Request for Proposals (RFP)	A solicitation for equipment, goods, or services on a competitive basis. An RFP is used where there is not a clear definition of the desired goods or services, or where different approaches to the Work are possible, or where personal knowledge, experience, and skills are a determining factor; professional services are always procured by RFP. Award is made by evaluation of both technical merit and price and may not be based on price alone.
Responsible Bidder or Proposer	A person or entity that possesses the ability, in all respects, to fully perform the Contract requirements and the business integrity and reliability that will assure good faith performance. Consideration is given to such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
Responsive Bidder	A person or entity who has submitted a bid that conforms in all material respects to the Invitation for Bid.
Rolling Stock	Vehicles used to transport passengers and includes buses, vans, sedans, railcars, locomotives, trolley cars, ferry boats, and other vehicles used for guideways and inclined planes. Light duty vehicles such as vans, sedans, and pick-up trucks used for administrative and maintenance purposes are considered equipment. Light duty vehicles used to transport passengers are considered rolling stock.
SDS	Safety Data Sheets which provide safety information, identifying hazardous chemicals, health, physical hazards, exposure limits, and precautions needed to allow safe handling of products.
Selection Committee/Selection Panel	Group of individuals that evaluate Proposals received and recommends the Proposer(s) to whom the contract(s) should be awarded. PM leads and facilitates this group to ensure evaluation process is compliant with the process stated in the solicitation document and this Manual.
Single Source	A competitive procurement action where there is only one (1) Offeror who is deemed responsive and responsible. Before an award is made based on a single

	source, the price must be negotiated and justified as reasonable.
Sole Source	A noncompetitive procurement action whereby there is only one (1) known source who can comply with the explicit requirements of a solicitation. A sole source is typically when the goods or services are proprietary to one (1) company and not easily obtained elsewhere. A sole source justification is required.
Sole Source Justification	Written justification for a procurement action, when full and open competition does not exist. The justification must document fully and adequately, the appropriateness of the decision to solicit an offer from only one (1) source. The justification must include documentation of a cost analysis to verify the proposed cost data and the evaluation of the cost and profit.
Solicitation Document	The document sent out or posted by City requesting quotes, proposals, or bids for needed goods or services.
Specifications	Part of the Contract containing written directions and requirements for completing the Work and/or providing the goods or services. Standards or portions thereof cited in the Specifications by reference shall have the same effect as if physically included in the Contract in their entirety.
Special Provisions	Contractual terms which supplement or modify the General Conditions. Special Provisions take precedence over any General Condition modified by it.
Specialty Items	Materials which are of a special design, or which require special fabrication specifically for the Contract.
State	The state of California including its departments and its agencies.
Subcontract	An agreement, including purchase orders (other than one involving an employer/employee relationship), entered into between City's Contractor and a lower tier Subcontractor calling for services, labor, equipment, and/or materials required for Contract performance.
Subcontractor	An individual or entity at any tier, other than employees of the Contractor, who Contract with the Contractor or a Subcontractor to furnish services, labor, equipment,

	and/or materials, or labor and materials, under the Contract. The term Subcontractor is considered to include the term supplier.
Substantial Completion	Completion of the Work, or a designated portion thereof, to a point where City certifies that the Work or the designated portions can be used for the purpose for which it was intended.
Supplies, material, and equipment	All items incorporated in the Work or otherwise delivered to City.
Supplier	A person or entity that provides supplies, materials, or equipment, but usually does not provide labor on City property other than delivery.
Third Party Contract	Refers to a contract with a third party such as a vendor, supplier, consultant, or contractor, where the first party is the federal government and the second party is City.
Work	The furnishing of all supervision, labor, materials, equipment, services, and incidentals necessary to complete the Contract, and the carrying out of any duties and obligations imposed on the Contractor by the Contract.

Part A - Policy

I. Applicability and Governance

This document sets forth Porterville Transit's requirements for solicitation, award, and administration of its procurement actions. The purpose of these policies and procedures is to ensure competitive procurements and conform to applicable Federal, State, and local law.

These policies and procedures apply to all Porterville Transit contracts and purchases regardless of funding sources, except as specifically stated.

Porterville Transit's procurement actions are primarily governed by the City Charter of the City of Porterville, the Porterville Municipal Code and procurement policies adopted in accordance therewith, applicable California statutory requirements regulating City and local agency contracting, Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200 (2 CFR Part 200), Sections 317 – 327; 2 CFR Part 180; 49 CFR Part 26; the Federal Transit Administration (FTA) Circular 4220.1F; and the FTA's Master Agreement. In all procurements utilizing any amount of Federal funds, federal requirements will generally supersede state law. Where no Federal funds are involved, procurement actions will be governed by applicable local (City) and State law. References to statutes or regulations herein shall be deemed to refer to any subsequent revisions or amendments which may be enacted from time to time. It is the responsibility of the Director of Transportation, in coordination with the City's Legal Counsel, when necessary, to update the General Conditions with required clauses and their applicability.

II. Standards of Conduct

These Standards of Conduct govern the performance of City employees who are engaged in, or are otherwise involved in, the award or administration of a Contract, in accordance with 2 CFR § 200.318.

A. Personal Conflicts of Interest.

As provided in the Common Grant Rules (2 CFR Parts 200 and 1201 and the FTA Master Agreement) and FTA Circular 4222.1F, no employee, officer, agent, Council member, or his immediate family member, partner, or organization that employs or is about to employ any of the foregoing individuals may participate in the selection, award, or administration of a contract supported with FTA assistance if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when any of those individuals previously listed has a financial or other interest in, or a tangible personal benefit from, the firm considered for a award.

No City employee or public official shall knowingly use confidential information for their personal gain or the gain of others.

Porterville Transit will adhere to the applicable State of California ethics and conflicts of interest laws and regulations in its applications of these requirements.

B. Gifts.

City officers, employees, agents, or Council members may neither solicit nor accept gifts, gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. The City has set minimum rules for acceptance of gifts for Porterville Transit as follows:

1. Acceptance of any gift: Acceptance of any gift, favor, or service from any individual(s) interested in any business relationship with City, which would cause a reasonable person to question the officer's or employee's impartiality in the matter, is considered to be a conflict of interest (except those donated for a specific activity or purpose sanctioned by City).
2. Acceptance of any personal gift: Acceptance of any personal gift, favor, service, or item, regardless of value, from an individual(s) for the employee's own economic benefit or as a trade for any City services (i.e., advertising space, etc.) is considered to be a conflict of interest.
3. Acceptance of gifts from any source so frequent as to raise an appearance of the use of the employee's position for private gain is considered to be a conflict of interest.

C. Violations.

To the extent permitted by applicable California law, or local laws and regulations, City's Standards of Conduct will provide that City employees who violate these standards of conduct shall be subject to appropriate disciplinary action in conformity with the City of Porterville Personnel Rules and Regulations. Violation of these standards by City officers, agents, Council members, or by Contractors, may result in censure, contract invalidation or termination, or other penalties or actions, consistent with applicable State and local laws and regulations.

D. Conflict of Interest Certification.

On an annual basis, City requires that all employees who participate in the procurement process sign a certification that they have read, understand, and will comply with City's Conflict of Interest Policy.

III. Contracting Authority

- A. The Porterville City Council, is the Porterville Transit's Contracting Officer.

- B. Subject to the requirements set forth in the City of Porterville Charter and Municipal Code, the City Council may delegate contracting authority in whole or in part to the City Manager, who may delegate the authority to other Department Directors of the City within the general scope of their responsibility. This authority may be re-delegated in whole or in part to other staff possessing sufficient knowledge, experience, and background in procurement policies and procedures, and in administration of Contracts for the scope of the delegation.

IV. General Procurement Standards

A. Contract Oversight

Porterville Transit must maintain oversight to ensure that Contractors perform in accordance with the terms, conditions, and specifications of Contracts and purchase orders. Performance oversight differs from oversight of the selection process, which is the purview of the Porterville City Council for qualifying Contracts.

B. Written Standards of Conduct

The City shall maintain a written standard of conduct for Porterville Transit covering conflicts of interest and governing the performance of City employees, officers, agents, and Council members related to the solicitation, award, and administration of FTA supported contracts, conforming to applicable laws and regulations, including but not limited to 2 CFR § 200.318, FTA C4220.1F.

C. Competition

It is the policy of the City that all procurement transactions be conducted in a manner intended to maximize full and open competition. The City will only make awards to responsive offers from responsible Offerors. A responsive offer is one that complies with all material requirements of the solicitation. A responsible Offeror is one possessing the technical, physical, financial, and ethical capacity to successfully perform a specific Contract.

D. Efficient and Economic Purchasing

Proposed procurements will be reviewed to avoid unnecessary, duplicative, or repetitive purchases to the greatest extent feasible and consistent with good procurement practices. Consideration should be given to consolidating or breaking out procurements to obtain more economic pricing. Where appropriate, analysis will be made of lease versus purchase alternatives or any other appropriate methodology to determine the most economical approach.

To foster greater economy and efficiency, intergovernmental agreements, Contracts, and schedules of the General Services Administration (GSA) and the State of California may be used as permitted and appropriate. Competition requirements are met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements. However, this does not preclude the requirement to consider other competitive sources of supply or services or to determine price reasonableness.

E. Contract and Purchase Order Administration

Porterville Transit will maintain a Contract and purchase order administration system designed to ensure conformance by all parties with the terms, conditions, and specifications of their Contracts or purchase orders.

Purchase orders (PO) are required to track and monitor spending, therefore, purchase orders must be processed and received prior to receipt of a vendor invoice. This is relevant for the purchase of goods and/or services and regardless of whether it is a Contract or not.

1. A Notice-to-Proceed for Contracts will not be issued until the Finance Department can verify an approved requisition exists in its Financial System.
2. In order to pay an invoice, Porterville Transit requires a purchase order. Purchase orders will not be created to pay an invoice, which means the purchase order needs to be in the Financial System, and approved, prior to services being rendered or goods received.

All pay requests must have a PO number. Pay requests that do not have a PO number must have a written explanation.

F. Value Engineering

Porterville Transit will utilize value-engineering clauses for construction and other capital projects of sufficient size to offer reasonable opportunity for increased efficiency. Value engineering is a systematic and creative analysis to ensure that the project is designed and constructed to perform its essential functions in the most cost-effective manner. The process may include consideration of life-cycle costing, and intangible or indirect benefits such as sustainability.

G. Records

City shall maintain records detailing the history of procurements in a manner consistent with the size, complexity, and cost of the Contract. At a minimum, these records shall include the following:

1. The rationale for the method of procurement
2. Selection of Contract type
3. Reasons for Contractor selection or rejection
4. The basis for the Contract price.

H. Protests and Disputes

For applicable contracts, Porterville Transit shall maintain written procedures that are consistent with the California Department of Transportation (Caltrans) and FTA to consider and resolve protests relating to solicitations and shall comply with FTA requirements regarding notice of protests and notification of a protestor's right to appeal to the FTA as set forth in 2 CFR § 200.318(k) and C4220.1F.

I. Contract Period

The period of Contract performance for rolling stock and replacement parts shall not exceed five (5) years, as defined in FTA C4220.1F. The length of all other Contracts (such as property, services, leases, construction, revenue, and so forth) are not encumbered by federal requirements restricting the maximum periods of performance; however, the duration of the other Contracts must be reasonable, and shall be based upon sound business judgment, including consideration of issues such as the nature of the item being purchased, the need to afford the Contractor a reasonable opportunity to recapture any start-up costs, the need to afford competing vendors the opportunity to do business with Porterville Transit, and the relative benefit to Porterville Transit of a longer or shorter Contract term.

V. Full and Open Competition

A. Restrictions on Competition

All procurement transactions totaling \$5,000 or higher will be conducted, to the greatest extent practicable, in a manner providing full and open competition, without providing an unfair competitive advantage to any potential vendor. Some of the situations considered to be restrictive of competition include, but are not limited to, the following:

1. Unreasonable requirements placed on firms in order for them to qualify to do business;
2. Unnecessary or excessive experience, excessive bonding, insurance, warranty, or similar requirements which affect an otherwise qualified firm's ability to compete. Such requirements must also be established in a manner consistent with protection of Porterville Transit's interests;
3. Non-competitive pricing practices between firms or between affiliated companies;
4. Non-competitive awards to any person or firm on retainer Contracts;
5. Organizational conflicts of interest;
6. Specifying only a "brand name" product, without specifying that equivalent products will be accepted and providing salient characteristics or other descriptive information sufficient to allow bidders to identify and propose such equivalent products;
7. The use of specification requirements and evaluation criteria which unnecessarily favor an incumbent Contractor; and
8. Any arbitrary action in the procurement process.

B. Organization Conflicts of Interest

An organizational conflict of interest exists where other activities, relationships, or contracts of a Contractor inhibit, affect, or prevent the Contractor from rendering impartial assistance or advice

to the City; a Contractor's objectivity in performing the Contract Work is or might be otherwise impaired (e.g., a Contractor assisting with a design might have a financial interest in a product or system that could be utilized in implementing that design); or a Contractor has an unfair competitive advantage which might be gained through its involvement in writing or reviewing the solicitation and Contract documents, including the scope or specification except as part of a general industry review.

There are a variety of ways in which conflicts of interest can be prevented or mitigated. One of the most important being disclosure. Contracts should include the organizational conflict of interest clause, to require that Offerors disclose when they believe there may be a conflict. This gives the City the opportunity to make the determination and take the necessary action to avoid or mitigate the conflict. Additionally, conflicts of interest can be avoided or mitigated by thoroughly researching potential vendors, employees, and Contractors. Any connections should be investigated so as to prevent conflict. Porterville Transit's conflict of interest policy requires that employees refrain from engaging in any activity, practice, or act which conflicts with or appears in conflict with the interest of the City, its customers, or vendors. Compliance with this policy significantly reduces the chance of a conflict of interest. Examples of conflict include the following:

1. The employee being also employed by a bidder, Offeror, or Contractor involved in the procurement transaction.
2. The employee, or any member of the employee's immediate family, holds a position with a bidder, Offeror, or Contractor such as an officer, director, trustee, partner, or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent (5%).
3. The employee, or any member of the employee's immediate family has a financial interest arising from the procurement transaction; or the employee, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, Offeror, or Contractor.

Once a conflict of interest has already occurred, it is still possible to avoid the consequences related to it. Removal of the City employee from the position causing the conflict is a mitigating action, such as assigning another employee for the remainder of the Contract. Also, a recusal may be obtained, allowing the employee facing the conflict to abstain from participating in the procurement action causing the conflict.

If a recusal is not conducive to the circumstances, a third party may become involved to regulate between the City employee and the company affected. This may be necessary when an Offeror submits an offer that is in some way influenced by those making the award decision. In this situation, a third party may be brought in to make the necessary decision impartially. By

implementing these methods, the consequences associated with conflicts of interest may be mitigated.

C. Geographic Preferences

Procurement transactions will be conducted in a manner that prohibits the use of in-state or local geographical preferences in the solicitation and evaluation of bids or proposals, except in those cases where applicable statutes or regulations expressly mandate or permit geographic preference (i.e., Section 25019 of the Infrastructure Investment and Jobs Act of 2021, Pub. L. 117-58). This does not preempt State or local licensing laws. However, geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services, provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the Contract.

D. Selection Procedures

The City will have written selection procedures that ensure fair, unbiased evaluation of competing offers for all types of competitive procurement transactions.

VI. PROCUREMENT METHODS OVERVIEW

A. General Standards

Every competitive solicitation above the small purchase threshold shall adhere to the following standards:

1. It shall be publicized in a manner intended, at a minimum, to notify potential sources in the City's service area of the nature and type of the solicitation and the date for responses. It may also be advertised regionally or nationally as appropriate.
2. Every reasonable effort should be made to encourage the maximum number of responses. Pre-qualification or other methods of restricting responses shall not be utilized unless required for security or public safety reasons or by law.
3. The solicitation document shall contain, at a minimum, the following:
 - i. Instructions on how the response is to be prepared and submitted;
 - ii. The deadline for submittals and other key dates in the process (such as the date and time of a pre-bid or pre-proposal conference);
 - iii. The basis upon which an award will be made;
 - iv. A statement reserving to the City the right to reject any and all offers and the right to award to other than the offer containing the lowest price;

- v. A clear and comprehensible statement of the City's needs and the technical requirements to be met by the successful Offeror;
 - vi. A set of terms and conditions intended to be used for any resulting Contract; and
 - vii. Representations and certifications as required by law or deemed necessary by the City.
4. The solicitation period shall remain open for sufficient time to enable the preparation of quality submittals responsive to the City's needs.
 5. Responses to any questions from prospective sources, or any amendments to the solicitation, shall be distributed to all parties known to have received the solicitation. Should the amendment substantially change the terms of the solicitation, the period for receipt of offers shall be extended to allow Offerors to change their proposals accordingly.
 6. A determination shall be made the Project Manager (PM) that the apparent successful offer is responsive (i.e., complies with all material elements of the solicitation), and that the Offeror is responsible (i.e., possesses the technical and financial resources to successfully perform the Contract, has a satisfactory record of past performance, compliance with public policy, and integrity). The PM shall also determine that the price(s) are fair and reasonable.

B. Informal Procurement Methods

1. Micro Purchase

Micro-purchases are those purchases in which the aggregated dollar amount does not exceed \$5,000. Purchases below that threshold may be made without obtaining competitive quotations but shall provide for competition whenever practicable. Award may be made if it is determined that the price is fair and reasonable based on research, experience, purchase history, or other information and documents, and that there are no significant differences in quality or price among available vendors. Typically, this would involve items sold "off-the-shelf" to the general public or a specific market. Documentation for a non-competitive micro-purchase need only include a notation that the price is fair and reasonable and the reason for the determination. The determination may be recorded on preprinted forms or a checklist on the receipt. Micro-purchases are exempt from Buy America requirements. There should be equitable distribution among qualified suppliers and requirements may not be split to avoid a competitive solicitation process. The Davis Bacon Act (40 U.S.C. § 3141 et seq.) applies to construction micro-purchases in excess of \$2,000.

2. Small Purchase

Small purchase procurements are relatively simple and information solicitations for services, supplies, or other property in which the aggregate dollar amount is more than \$5,000, but does exceed the limits as follows:

- i. Goods and services other than professional services and non-transportation related construction, if the aggregate or sum of all phases is not expected to exceed \$200,000;
- ii. Transportation-related construction, if the aggregate or sum of all phases is not expected to exceed \$25,000; and
- iii. Professional services provided the aggregate sum of all phases is not expected to exceed \$80,000; or
- iv. As otherwise defined by Porterville Transit (\$100,000 for goods and services other than professional services and \$30,000 for professional services.)

In no case shall small purchase procedures be used for procurements above the Federal simplified acquisition threshold as set by 48 CFR Part 2, Subpart 2.1 and in accordance with 41 U.S.C 1908, currently \$250,000.

If small purchase procedures are utilized, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate and as required by 2 CFR § 200.320. The number of sources will depend upon the availability of qualified sources, but the objective should ordinarily be to provide competition to the maximum feasible degree wherever practicable, and to obtain quotes from at least four (4) vendors. Both the solicitation and quotes should be written in either electronic or hard copy form.

C. Formal Procurement Methods

1. Competitive Sealed Bidding

Bids in excess of \$100,000 are publicly solicited through a formal Invitation for Bids (IFB) with a firm fixed-price Contract (lump sum or unit price) being awarded to the lowest priced responsive bid from a responsible bidder. A fixed-price Contract type does not preclude consideration of the use of price-varying provisions such as escalation or incentives/disincentives, if suitable for the circumstances. The price reasonableness analysis shall consider whether bids are materially unbalanced. Public notice of the IFB shall be posted to City's website at least ten (10) days prior to the date set for the bid opening.

Competitive sealed bidding is the preferred method of solicitation, and justification for any other method of procurement must be documented as part of the procurement record. In order for sealed bids to be feasible, the following conditions should be present:

- i. A complete, adequate, and realistic specification or purchase description is available;
- ii. Two (2) or more responsible bidders are willing and able to compete effectively for the business; and
- iii. The procurement lends itself to a firm fixed price Contract and the selection of the successful bidder can be made principally on the basis of price.

All bids will be publicly opened at the time and place prescribed in the IFB. Bidders shall be afforded a suitable opportunity to examine all bids received after they are opened.

When specified in bidding documents, factors such as discounts, transportation costs, value analysis, and life cycle costs must be considered in determining the low bid. Payment discounts shall be requested or considered only when prior experience indicates that the City is able to avail itself of such discounts.

If the IFB includes pricing for any options or alternatives, the solicitation must define whether or not they will be considered in determining the low bid, and, in the event of multiple options, the basis for and order in which they will be accepted.

In the event of a tie, where two (2) bidders are determined to be the lowest responsive and responsible bidders, when the Contract can only be awarded to one (1) bidder, the Project Manager will perform a coin toss to determine the successful bidder.

In the event that a single responsive bid is received from a responsible bidder, the City may negotiate with the bidder to ensure that a fair and reasonable price is obtained. If the responsive bid from the lowest responsible bidder exceeds available funds, the City may negotiate with the apparent low bidder to obtain a Contract price within available funds, provided that the City has established, in writing, conditions and procedures for such negotiations prior to issuance of the IFB and summarized them therein. The City may not, as part of a negotiation process, modify or alter the scope and specification defined in the IFB in a manner which might have attracted additional bidders if incorporated in the solicitation.

Any or all bids may be rejected if there is a sound, documented business reason.

2. Two-Step Procurement

Two-step sealed bidding is a procurement method involving the submittal of un-priced technical proposals in the first step and a sealed bid submittal in the second step.

The Two-Step process is appropriate when all of the following conditions exist:

- I. Available specifications or purchase descriptions are not definite or complete or may be too restrictive without technical evaluation and any necessary discussion of the technical aspects of the requirement to ensure mutual understanding between each source and the City;
- II. Definite criteria exist for evaluating technical proposals;
- III. More than one (1) technically qualified source is expected to be available, and more than one (1) technical solution is considered possible;
- IV. Sufficient time will be available for use of the two-step method; and

- V. A firm-fixed-price Contract or a fixed-price Contract with economic price adjustment will be used.

The first step requires Offerors to submit technical proposals for evaluation, generally under the procedures for competitively negotiated procurements. Proposals are evaluated for technical merit including, if appropriate, discussions with Offerors and requests for revised proposals. The objective of the process is to negotiate one (1) or more technical solutions acceptable to the City. At the end of this step, each Offeror offering an acceptable technical solution is invited to submit a sealed bid to provide the goods or services defined in its technical proposal as negotiated. The award is based upon the lowest responsive price from a responsible Offeror.

None of the following precludes the use of two-step sealed bidding:

- i. Multi-year contracting.
- ii. City-owned facilities or special tooling to be made available to the successful bidder.
- iii. A first or subsequent production quantity is being acquired under a performance specification.

The Project Manager will prescribe procedures for solicitation, evaluation, and award of Contracts under this method of procurement.

3. Competitive Negotiation

The competitive negotiation procurement process is conducted through a formal Request for Proposals (RFP). This method of procurement is generally utilized when conditions are not appropriate for the use of sealed bids. The process for procuring A&E services, or for other types of professional services in excess of \$80,000 if federal funds are not involved, varies, and is described below. This method cannot be used for the acquisition of construction service except under very limited instances and with a written determination made in advance by the City.

Public notice of the RFP shall be posted to City's website at least ten (10) days prior to the date set for receipt of proposals.

The competitive negotiation method of procurement is appropriate when the Project Manager determines that the following conditions exist:

- i. A complete, adequate, and realistic specification or purchase description is not available;
- ii. Two (2) or more responsible Offerors are willing and able to compete effectively for the award;
- iii. The selection of the successful Offeror requires consideration of factors other than price; and

- iv. Discussions with Offerors are anticipated to be needed.

Either a fixed price or cost reimbursable type Contract may be awarded.

Each RFP will include a description of the factors, in addition to price, by which proposals will be evaluated. Evaluation factors and subfactors will be listed in order of their relative importance. For RFPs other than small purchases, technical and pricing proposals shall be submitted in separate volumes.

Prior to the receipt of proposals, the Project Manager will establish the method by which technical and price evaluations of the proposals received will be conducted and one (1) or more awardees selected. The evaluation process shall be confidential, and each participant shall sign a confidentiality agreement prior to distribution of the proposals. Technical evaluations shall be conducted prior to distribution of the pricing proposals to ensure that non-technical considerations do not affect the technical evaluations. The process and outcome of the evaluations shall be fully documented.

Unless the technical and price evaluators agree that only one (1) proposer is capable of receiving an award, discussions and negotiations shall be conducted with all proposers found to be capable. In cases where there are a large number of qualified proposers, a preliminary round of discussions may be used to reduce the number of candidates. Each RFP shall include a statement that the City may award one (1) or more Contracts on the basis of initial proposals received, without discussions other than requests for clarifications, which are information exchanges that are conducted to eliminate minor uncertainties or irregularities in a proposal and do not give an Offeror the opportunity to revise or modify its proposal.

Because the object of negotiations is to reach an agreement, concessions/compromises may be appropriate. Concessions should not be treated as giveaways. These are points to be earned by both parties and relinquishment will be made after thorough consideration. It is very important that the negotiator takes stock of the strong and weak issues to be presented; the important and irrelevant, and the major and minor points to concede. "Issues" in this Section means the ability to recognize how types, quantities, and costs of material, labor, overhead, and other factors were developed and to attempt to reconcile the proposal elements with the prospective Contract requirements.

The negotiator should recognize that concessions do not necessarily mean City's or the Contractor's integrity, or intelligence is being challenged. To the contrary, neither party's position is infallible. If possible, give the Contractor a way out (preferably your way). This is where the total price approach will permit the Contractor to concede on a crucial point without loss of dignity.

The award will be made to the responsible firm whose proposal is most advantageous to the City, price and all other factors considered. Award may be made either to the proposer whose technically acceptable proposal offers the lowest price, or to the proposer whose proposal offers the "best value" to the City, defined as the greatest business value based upon an analysis of a

tradeoff of qualitative technical factors and price/cost to identify the best combination of technical merit and price. If an award is made without negotiations, the Contract file must be documented that all costs and profit have been analyzed and considered fair and reasonable. Regardless of the method used, the solicitation must contain language which establishes and defines the basis on which the award will be made.

4. Architectural and Engineering

The City will use qualification-based competitive proposal procedures based on the Brooks Act, 40 U.S.C § 1102, and 49 U.S.C. § 5325(b), when contracting for A&E services, which are defined to include program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, and related services that are directly in support of, directly connected to, directly related to, or lead to construction, alteration, or repair of real property.

The Brooks Act requires that:

- i. An Offeror's technical qualifications be evaluated;
- ii. Price be excluded as an evaluation factor;
- iii. A pricing proposal be requested from, and negotiations be conducted only with the most qualified Offeror;
- iv. Failing agreement on price, the proposal must be rejected, and negotiations conducted with the next most qualified Offeror, until a Contract award can be made to the most qualified Offeror whose price is fair and reasonable; and
- v. If the pool of qualified Offerors is exhausted without an agreement, the solicitation must be canceled.

This "qualifications-based" procurement method can only be used for the procurement of A&E services where any amount of Federal funds is utilized. This method of procurement cannot be used to obtain other types of services even though a firm that provides A&E services is also potential source to perform other types of services.

5. Design-Build

The City shall procure design-build services through means of qualifications-based competitive proposal procedures based on the Brooks Act, when the preponderance of the Work to be performed is considered to be for architectural and engineering (A&E) services. Qualifications-based competitive proposal procedures will not be used to procure design build services when the preponderance of the Work to be performed is not of an A&E nature.

D. Non-Competitive Procurements

Non-competitive (Sole Source) procurements are accomplished through solicitation and acceptance of a proposal from only one (1) source, for the acquisition of property or services in which the aggregate dollar amount exceeds the micro-purchase threshold. A Contract amendment or change order that is not within the scope of the original Contract is considered a sole source procurement that must comply with this subparagraph.

Procurement by non-competitive proposals may be utilized when only one (1) source is practicably available, and the award of a Contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and at least one (1) of the following circumstances applies:

The item is available only from one (1) responsible source because:

1. Unique or Innovative Concept. It involves a unique or innovative concept or capability not available from another source. Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted and is available to the recipient only from one (1) source and has not in the past been available to the recipient from another source.
2. Patents or Restricted Data Rights. Patent or data rights restrictions preclude competition.
3. Substantial Duplication Costs. In the case of a follow-on Contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another Contractor would result in substantial duplication of costs that are not expected to be recovered through competition.
4. Unacceptable Delay. In the case of a follow-on Contract for the continued development or production of a highly specialized award to another Contractor would result in unacceptable delays in fulfilling the recipient's needs.
5. Emergency. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.
6. Authorized by the FTA. Utilization of non-competitive proposals under circumstances including a consortium, joint venture, team, or partnership, or FAR Standards Part 6.3.
7. Inadequate Competition. After solicitation of a number of sources, competition is determined inadequate, and an evaluation of the specifications determines they are not unduly restrictive of competition.
8. Time Extension. Contract time extension or change orders will be considered in light of whether they are permissible changes or impermissible cardinal changes. Once City awards a Contract, a permissible extension of the Contract term length will require a sole source justification along with an ICE, if applicable.

9. Negotiating a Lower or Higher Option Price. Exercising an option after City has negotiated a lower or higher price will also result in a sole source award unless that price can be reasonably determined from the terms of the original Contract, or that price results from federal actions that can be reliably measured, such as changes in federal prevailing labor rates, for example. If the price cannot be reasonably determined from the terms of the original Contract or that price cannot be shown was a result of federal actions that can be reliably measured, then this will require a sole source justification along with an ICE.
10. Capital Maintenance Item. The item is an associated capital maintenance item as defined in 49 U.S.C. § 5307(a)(1) that is procured directly from the original manufacturer or supplier of the item to be replaced, and no other sole source justification applies. The City must first certify to the FTA in writing that the manufacturer or supplier of the capital maintenance item is the only source for the item and that the price is no higher than the price paid by like customers.

Receipt of a single responsive and responsible bid or proposal is not, by itself, conclusive evidence that competition was inadequate; the Project Manager must determine if there was a perception of competition which would affect the bid or proposal. Under these circumstances, award is not considered a sole source. The Project Manager, however, must investigate the reason no other bids or proposals were received; verify that the specification was not unduly restrictive, and that the solicitation cannot be modified in a manner that would result in greater competition; and document the file accordingly.

The City may establish and maintain a listing of sole source items not requiring justification for each purchase, providing (i) that written verification is obtained from the supplier or other authoritative source not less frequently than annually; and (ii) such list is published in a manner readily available to industry suppliers not less frequently than annually, with an invitation for prospective suppliers of competing items to notify the City of their availability.

The City shall publish a written notice stating that only one (1) source was determined to be practicably available, and identifying that which is being procured, the Contractor selected, and the date on which the Contract was or will be awarded. This notice shall be posted on the City website, when the City awards or announces its decision to award the Contract, whichever occurs first. Notice may also be published in a newspaper of general circulation or other appropriate websites.

In case of emergency, a Contract may be awarded without competitive sealed bidding, or competitive negotiation. A written determination of the basis for the emergency must be provided and the City Council must be notified of the award. City shall publish a written notice stating that only one (1) source was determined to be practicably available during the pendency of the emergency, and identifying that which is being procured, the Contractor selected, and the date on which the Contract was or will be awarded. This notice shall be posted on the City website,

on the day the City awards or announces its decision to award the Contract, whichever occurs first. Notice may also be published in a newspaper of general circulation or other appropriate websites.

A cost analysis is required for each sole source acquisition that exceeds \$100,000.

E. Emergency Procurements

1. General Authority. Consistent with applicable laws and regulations, the City Council may authorize emergency procurements for which a public exigency or emergency will not permit the time required to obtain competition. A procurement may be conducted on an emergency basis if the procurement is essential to a City requirement to deal with an existing “emergency condition.” Emergency procurements may be negotiated on a sole source basis or limited competition basis depending on the circumstances as described in Section XI below.
2. Scope of Emergency Procurements. The emergency procurement of goods or services shall be limited to quantities or time periods sufficient to meet the immediate condition and shall not be used to meet long-term requirements. Long-term requirements for the same goods, services, or construction shall be requested separately, to initiate a separate non-emergency procurement action concurrent with the emergency procurement.
3. Modification Restriction. A Contract procured on an emergency basis shall not be modified to expand the scope or extend the time of the procurement unless additional time or a limited number of additional supplies, services, or other items are needed to fill an ongoing emergency requirement until regular procurement action procedures can be completed, not to exceed three (3) months.

F. Options

An option is a unilateral right in a Contract by which, for a specified time, City may elect to purchase additional equipment, supplies, or services called for by the Contract, or may elect to extend the term of the Contract. The use of options must be limited to quantities of goods or services that are reasonably anticipated to be required by the City during the term of the Contract; options may not be included solely with the intent of assigning them to another entity in the future; however, Contracts may include a provision allowing assignment to other agencies in the event of a change in the City’s anticipated requirements, in accordance with FTA regulations and guidance.

The option quantities or periods must be defined in the solicitation; contained in the offer upon which a Contract is awarded; and evaluated as part of the initial award process. When an option has not been evaluated as part of the award, the exercise of the option will be considered a sole source procurement and must be justified as such.

The exercise of an option must be in accordance with the terms and conditions of the option as stated in the initial Contract, and an option may not be exercised unless it is determined and documented that the option price is better than prices available in the market or that the option is the more advantageous offer at the time the option is exercised, cost and other factors considered. In limited circumstances, the City may agree to obtain the Contractor's consent before exercising an option.

If sequential options (e.g., a series of one-year extensions) exist, the failure to timely and properly exercise any option will void all subsequent options.

The City may not exercise an option in Contracts of other public agencies ("piggybacking") unless it has determined that the option price is better than prices available in the market, or that when it intends to exercise the option, the option is more advantageous, in accordance with FTA regulations and guidance. Use of such options is considered sole source actions and must be documented accordingly.

G. Time and Material Contracts

Time and Material Contracts are to be used only after a documented determination that no other type of Contract is suitable. Such Contracts will specify a ceiling price that the Contractor shall not exceed except at its own risk. Time and Materials type Contract means a Contract whose cost is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. Utilization of time and material Contracts require a high degree of oversight in order to obtain reasonable assurance that the Contractor is using efficient methods and effective cost controls. Upon completion of price determination, the Contract shall be modified to a firm fixed price.

H. Rolling Stock Procurements

The FTA permits the use of the following procurement methods as permitted by state and local laws for acquiring rolling stock.

1. Open Market

Most rolling stock is acquired through procurements in the open market that involve the typical standard bidding and proposal procedures. City may only issue solicitations for its current and reasonably expected rolling stock needs. Under no circumstances will City add quantities or options to rolling stock Contracts solely for the purpose of permitting assignment to another party at a later date.

2. Cooperative Procurement

i. Definitions

In this Subsection the term **cooperative procurement Contract** means a Contract entered into between a state government or eligible nonprofit entity and one (1) or more vendors; and under which the vendors agree to provide an option to purchase rolling stock and related equipment to multiple participants.

The term **eligible nonprofit entity** means a nonprofit cooperative purchasing organization that is not City; or a consortium of entities.

The terms **lead nonprofit entity** and **lead procurement agency** mean an eligible nonprofit entity or a state government, respectively, that acts in an administrative capacity on behalf of each participant in a cooperative procurement Contract.

The term **participant** means a grantee (City) that participates in a cooperative procurement Contract. The term **participate** means to purchase rolling stock and related equipment under a cooperative procurement Contract using assistance provided under 49 U.S.C. Chapter 53.

ii. General Rules

- a. Procurement is not limited to intrastate participants. City may participate in a cooperative procurement Contract without regard to being located in the same state as the parties to the Contract.
- b. Participation by City in a cooperative procurement Contract is voluntary.
- c. The lead procurement agency or lead nonprofit entity for a cooperative procurement Contract shall develop the terms of the Contract.
- d. A cooperative procurement Contract may be for an initial term of not more than two (2) years; may include not more than three (3) optional extensions for terms of not more than one (1) year each; and may be in effect for a total period of not more than five (5) years, including each extension.
- e. A lead procurement agency or lead nonprofit entity, as applicable, that enters into a cooperative procurement Contract may charge the participants in the Contract for the cost of administering, planning, and providing technical assistance for the Contract in an amount that is not more than one percent (1%) of the total value of the Contract; and may incorporate the cost into the price of the Contract or directly charge the participants for the cost, but not both.

3. State Cooperative Procurement Schedules

i. Authority

A state government may enter into a cooperative procurement Contract with one (1) or more vendors if:

- a. The vendors agree to provide an option to purchase rolling stock and related equipment to the State government and any other participant; and
- b. The State government acts throughout the term of the Contract as the lead procurement agency.

ii. Applicability of Policies and Procedures

In procuring rolling stock and related equipment under a cooperative procurement Contract under this Subsection, a state government shall comply with the policies and procedures that apply to procurement by the state government when using non-Federal funds, to the extent that the policies and procedures are in conformance with applicable Federal law.

4. Joint Procurement Clearinghouse

- i. *In General.* A mechanism which allows grantees to work together to purchase rolling stock and identify joint procurement participants.
- ii. *Information on Procurements.* The clearinghouse includes information on bus size, engine type, floor type, and any other attributes necessary to identify joint procurement participants.

iii. Limitations

- a. Access. The clearinghouse is only accessible to the FTA and grantees.
- b. Participation. City is not required to submit procurement information to the database.

5. Leasing Arrangements

- 1. *In General.* In this Subsection, the term **capital lease** means any agreement under which City acquires the right to use rolling stock or related equipment for a specified period of time, in exchange for a periodic payment.
- 2. *Maintenance.* A capital lease may require that City provide maintenance of the rolling stock or related equipment covered by the lease.
- 3. *Program to Support Innovative Leasing Arrangements*

1. *Authority.* City may use assistance provided under 49 U.S.C. Chapter 53 to enter into a capital lease if the rolling stock or related equipment covered under the lease is eligible for capital assistance under such chapter; and there is or will be no Federal interest in the rolling stock or related equipment covered under the lease as of the date on which the lease takes effect.
2. *Requirements.* City shall maintain an inventory of the rolling stock or related equipment acquired under the lease; and maintain accounting records of liability under the lease.
3. *Eligible lease costs.* The costs for which City may use assistance under 49 U.S.C. Chapter 53 with respect to a capital lease, include the cost of the rolling stock or related equipment; associated financing costs, including interest, legal fees, and financial advisor fees; ancillary costs such as delivery and installation charges; and maintenance costs.
4. *Terms.* City shall negotiate the terms of any lease agreement it enters into.
5. *Applicability of procurement requirements.*
 - 1) Lease requirements. 49 CFR Part 639, or any successor regulation, and implementing guidance applicable to leasing shall not apply to a capital lease.
 - 2) Buy America. The requirements under 49 U.S.C. § 5323(j) shall apply to a capital lease.

4. *Capital Leasing of Certain Zero Emission Vehicle Components*

1. *Definitions*
 - 1) In this paragraph the term **removable power source** means a power source that is separately installed in, and removable from, a zero-emission vehicle; and
 - 2) May include a battery, a fuel cell, an ultra-capacitor, or other advanced power source used in a zero-emission vehicle; and
 - 3) The term **zero emission vehicle** has the meaning given the term in 49 U.S.C. § 5339(c).
2. *Leased power sources.* Notwithstanding any other provision of law, the cost of a removable power source that is necessary for the operation of a zero-emission

vehicle shall not be treated as part of the cost of the vehicle if the removable power source is acquired using a capital lease.

3. Eligible capital lease. City may acquire a removable power source by itself through a capital lease.
4. Procurement regulations. For purposes of this Section, a removable power source shall be subject to 2 CFR § 200.88.
5. Buy America. The requirements of 49 U.S.C. § 5323(j) applies to all procurements under this Section.

6. Joint Procurements

City is “encouraged to enter into state and local intergovernmental agreements or inter-entity agreements, where appropriate, for procurement or use of common or shared goods and services,” in accordance with CFR § 200.318(e). The FTA encourages joint procurements in which two (2) or more grantees issue a single solicitation document and enter into a single Contract with a vendor or vendors for rolling stock in a fixed quantity, which may be expressed with both a total minimum and total maximum. Unlike a State or nonprofit cooperative procurement Contract, a joint procurement does not permit nonparties to participate in the Contract except through the assignment of options. Joint procurements offer the advantage of obtaining goods and services that better meet the needs of each participating recipient than those goods and services likely to be available through an assignment of another recipient’s Contract rights.

Joint procurements must be tailored to the specific quantities that the participants anticipate needing and may not inflate the maximum quantity of vehicles so that others may “piggyback” on the Contract later.

As stated in the FTA C4220.1F, “Participation in a joint procurement, however, does not relieve any participating recipient from the requirements and responsibilities it would have if it were procuring the property or services itself, and does not relinquish responsibility for the actions of other participants merely because the primary administrative responsibility for a particular action resides in an entity other than in itself. All elements of the procurement should be subject to the review and approval of all participants. Each participant should have the right to take part in the evaluation and selection process.”

Purchasers in a joint procurement may award individual Contracts for their particular needs as long as those Contracts reflect the terms and conditions in the joint procurement competitive solicitation and the proposal that was submitted by the winning Contractor.

7. Exercise of Options

City may use its own Contract options with the following limitations:

- i. *Consistency with the Underlying Contract.* The terms and conditions of the option must be substantially similar to the terms and conditions of the option as stated in the original Contract at the time it was awarded.
- ii. *Price.* City may not exercise an option unless the Project Manager has determined that the option price is better than prices available in the market, or that when it intends to exercise the option, the option is more advantageous than what can be obtained in the open market.
- iii. *Awards Treated as Sole Source Procurements.* Some actions, as described in Section VI (D), Non-Competitive Procurements, constitute sole source awards, and the Project Manager must be able to justify the use of a non-competitive award (i.e., a sole source procurement) before it enters into a Contract.

8. Acquisition Through Assigned Contract Rights / Piggybacking

It may be useful to acquire Contract options through assignment by another recipient. This practice is commonly referred to as “piggybacking.” City may use the contractual rights through assignment after determining:

- i. That the original Contract Price remains fair and reasonable;
- ii. That the original Contract provisions comply with all applicable Federal requirements; and
- iii. That the assigning recipient originally procured quantities necessary for their needs (i.e., they did not procure unreasonably large quantities).

Prior to proceeding with the assignment, City must review the original Contract to ensure that the quantities the assigning recipient acquired, together with the quantities that City is seeking, does not exceed the amounts available under the assigning recipient’s Contract. It is not necessary for City to perform a second price analysis if one was performed for the original Contract; however, City must determine whether the Contract price or prices that were established under the original agreement are still fair and reasonable. Additionally, City is responsible for ensuring that the Contractor complies with FTA’s Buy America requirements for the assigned quantities.

9. Special Contract Provisions of Rolling Stock

The following requirements may affect rolling stock procurements:

- i. *Accessibility.* Rolling stock must comply with the accessibility requirements of DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37, and Joint Access Board/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38.

- ii. *Transit Vehicle Manufacturer Compliance with DBE Requirements.* Before a transit vehicle manufacturer (TVM) may submit a bid or proposal to provide vehicles to be financed with FTA assistance, 49 CFR § 26.49 requires the TVM to submit a certification that it has complied with FTA's DBE requirements. The FTA's website contains a list of current certified TVMs, and it is a best practice to confirm a TVM's certification with this list. If a TVM is not on the FTA list, the Project Manager should contact the civil rights officer in their region before awarding the Contract.
- iii. *Minimum Useful Life.* The FTA requires City to maintain satisfactory continuing control of FTA assisted property. For buses and certain other vehicles, the FTA has established minimum service life policies that may affect the quantity of vehicles that City may acquire. See the most recent version of FTA Circular 5010.1, "Grant Management Requirements," which addresses minimum useful life for vehicles.
- iv. *Spare Ratios.* All FTA assistance for procurements must be limited to property and services City will use in the near future. See the most recent version of FTA Circular 5010.1, "Grant Management Requirements," for additional information.
- v. *Air Pollution and Fuel Economy.* Each Contract to acquire rolling stock must include provisions to ensure compliance with applicable Federal air pollution control and fuel economy regulations, such as EPA regulations, "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; EPA regulations, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86; and EPA regulations, "Fuel Economy of Motor Vehicles," 40 CFR Part 600.
- vi. *Bus Testing.* Each Contract to acquire a new bus model or a bus with significant alterations to an existing model must include provisions to assure compliance with applicable requirements of 49 U.S.C. § 5318, and FTA regulations, "Bus Testing," 49 CFR Part 665. Buses must achieve a passing score on eight (8) performance measures in order to be eligible for FTA funding.
- vii. *In-State Dealers.* City may not limit its bus procurements to its in-State dealers, 49 U.S.C. § 5325(i). Although the FTA respects State licensing requirements, the FTA is prohibited by law from providing assistance to support bus procurements that have the result of limiting competition to entities that have been able to obtain a state license.
- viii. *Basis for Contract Award.* As permitted by 49 U.S.C. § 5325(f), City may award a Contract for rolling stock based on initial capital costs, or based on performance, standardization, life cycle costs, and other factors, or by selection through a competitive procurement process.
- ix. *Time Limits for Options on Rolling Stock Contracts.* Under 49 U.S.C. § 5325(e)(1)(A), City may enter into a multiyear Contract to acquire buses or replacement parts with options

not exceeding a total of five (5) years to buy additional buses or replacement parts. The FTA interprets the five (5) year period as covering City's "material requirements" for rolling stock and replacement needs from the first day the Contract becomes effective to its "material requirements" at the end of the fifth, as applicable. In the case of rolling stock, which frequently cannot be delivered expeditiously, the FTA recognizes that City's "material requirements" for rolling stock will necessarily precede its actual need to put that rolling stock to use in public transportation service. This means that the Contract may not have options for more rolling stock and replacement parts than City's material requirements for the applicable five-year period. This does not mean City must obtain delivery, acceptance, or even fabrication in five (5) years. Instead, it means that the FTA limits a Contract to purchasing no more than City's material requirements for rolling stock or replacement parts for five (5) years based on the effective date of the Contract. However, rolling stock options must be exercised within the original Contract term.

- x. *Buy America*. When procuring rolling stock, City must ensure that the cost of the components and subcomponents produced in the United States meets the current Buy America threshold requirement of more than 70% of the cost of all components of the rolling stock. Additionally, final assembly of the rolling stock must occur in the United States. See 49 U.S.C. § 5323(j)(2)(C).
- xi. *Pre-Award and Post Delivery Reviews for Rolling Stock*. The FTA requires that City's purchase of revenue passenger rolling stock undertake reviews of the rolling stock before award of the bid, during manufacture, and following delivery of the rolling stock. City must certify that the Contractor will comply with FTA's pre-award and post-delivery review requirements. See 49 U.S.C. § 5323(m) and FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR Part 663.

VII. Contract Cost and Price Analysis

A. Requirement

A cost or price analysis must be performed for every procurement action exceeding \$100,000, including Contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation. See 2 CFR § 200.323 and FTA C4220.1F, Chapter VI, Paragraph 6. FTA's "Pricing Guide for Grantees" provides guidance in performing the appropriate degree of cost or price analysis.

B. Independent Estimate

Any cost or price analysis must be based on an independent estimate, which should be developed before a solicitation is issued, but in no event after the receipt of bids or proposals. For Contract modifications, the independent cost estimate must be prepared without knowledge of the Contractor's proposed pricing.

C. Cost Analysis

A cost analysis must be performed when the Offeror is required to submit the elements of the estimated cost (i.e., labor hours, overhead, materials, etc.). A cost analysis will be necessary when adequate price competition is lacking, including sole source procurements, Contract modifications, change orders, and exercise of options, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or on the basis of prices set forth by law or regulation.

Adequate price competition may be determined to exist when the perception of competition exists, even if only (1) one bid or proposal is received; conversely, the receipt of multiple bids or proposals with widely differing prices may not constitute adequate price competition.

Profit is to be negotiated as a separate element of the price for each Contract in which there is no price competition and, in all cases, where a cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the Work to be performed, the risk borne by the Contractor, the Contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar Work.

Costs or prices based on estimated costs for Contracts will be allowable only to the extent that costs incurred, or cost estimates included in negotiated prices would be allowable under 2 CFR Part 200 Subpart E – Cost Principles.

The cost plus a percentage of cost and percentage of construction cost methods of contracting will not be used.

D. Price Analysis

A price analysis looks at the price as a whole without examination of its various components and is usually performed by comparing prices to those from other comparable procurements.

A price analysis may be used in all instances where a cost analysis is not required to determine the reasonableness of the proposed Contract price.

VIII. Bonding Requirements

A. Construction

City shall specify a bonding policy in compliance with FTA requirements for construction or facility improvement Contracts which adequately protects the City and FTA interests.

B. Non-Construction

For non-construction Contracts, bonding requirements are discouraged except where applicable law or regulations provides for such bonding or City determines that such a requirement is necessary as part of the risk management plan for a project.

IX. Payment Provisions

A. Advance Payments

The use of FTA funds for payments in advance of the incurrence of costs by the Contractor is generally prohibited, without prior written approval from the FTA. The FTA does permit advance payments from FTA funds for those purchases where advance payment is customary in the commercial marketplace such as public utility connections and services, subscriptions to publications, software licenses, construction mobilization costs, and transportation. FTA approval of such advance payments is required when the amount exceeds \$100,000. City should not make advance payments using other funds (including local match funds) except where it is customary in the industry or there are sound business reasons (e.g., to enable a more cost-effective pricing structure) for doing so; in the latter case, the file shall be documented to fully justify the advance payment.

B. Progress Payments

Progress payments are to be made only for costs incurred in the performance of the Contract. When progress payments are used, the City must obtain title to property or other adequate security for the amount of the progress payment. Progress payments for construction Contracts may be made on a percentage of completion basis; this method may not be used for non-construction Contracts.

X. **Payment Provisions**

A. Risk Management

City shall determine whether to use, or not to use, a liquidated damages provision for a specific procurement, as part of an overall risk management program. City may use reasonable liquidated damages and if City reasonably expects to suffer damages through delayed Contract performance, or if weight requirements are exceeded, and the extent or amount of such damages are uncertain and would be difficult to determine. A measurement other than a day or another period of time may be established if that measurement is appropriate, such as weight requirements in a rolling stock purchase.

B. Calculation

The amount of liquidated damages must be reasonably calculated to reflect anticipated damages the City might suffer should the standards not be met or as the result of an inadequacy or delay in Contract performance and must be specified in the solicitation and Contract.

C. Measurement

Liquidated damages may be imposed for the entire Contract or for a readily identifiable milestone or deliverable, and the measurement period may be other than a day, where appropriate.

D. Solicitation Requirements

If it is determined that a liquidated damages provision will be included, the solicitation shall identify, with specificity, the circumstances in which the liquidated damages will be imposed and the rate to be charged. The file shall document the derivation of the rate of assessment and ensure it is reasonable, proper, and not arbitrary or punitive.

XI. Contract Approval Requirements**A. City Council Approval**

No Contract for goods and services, including professional services, may be awarded without the advance written approval of the Porterville City Council if the aggregate or the sum of all phases is expected to exceed \$5,000.

B. Modifications

No fixed-price Contract may be increased without the advance written approval of the Porterville City Council.

XII. Contract Award Announcement

Announcement of Contract awards utilizing Federal funds will be made in accordance with FTA requirements. Award notifications will also be posted on City's webpage.

XIII. Sound and Complete Agreement

All Contracts shall include provisions adequate to form a sound and complete agreement. Critical elements resulting in a Contract that is a sound and complete agreement include:

- A. Delivery Dates.
- B. Labor rates that match between Contract line items and exhibit items.
- C. Liquidated damages that include a date certain for application and dollar damages stated.
- D. Option year quantities and pricing.
- E. Performance period for services (that do not conflict).
- F. Time period or mechanics for exercising options.
- G. A reasonable review to limit ambiguities between Contract terms and conditions and a contractual means to resolve the ambiguities.
- H. Payment provisions or progress payment provisions, including title to property.
- I. Basis for annual price adjustments.
- J. Coherent start dates throughout the document.
- K. Provisions for implementation or price adjustment for "unforeseen conditions" in fixed price Contracts.
- L. Clear, accurate, and complete Contract specifications or statements of work.

XIV. Sound and Complete Agreement

The FTA Master Agreement, 2 CFR § 200.327, and Appendix II to 2 CFR Part 200 identify specific required clauses in all FTA funded Contracts.

Not all clauses apply to every Contract. The applicability of clauses depends on the size and type of Contract. Contracts or purchase orders should be tailored and only the clauses applicable to the specific procurement should be included. Including clauses not applicable to the procurement may

restrict competition or result in higher Contract pricing than necessary. Contracts must include all applicable clauses, including, but not limited to, remedies for breach, termination, equal employment opportunity, Davis-Bacon Act, Contract Work Hours and Safety Standards Act, rights to inventions made under a Contract or agreement, Clean Air Act and Federal Water Pollution Control Act, debarment and suspension, Byrd Anti-Lobbying Amendment, procurement of recovered materials, prohibition on certain telecommunications and video surveillance services or equipment, and domestic preferences for procurement.

XV. Contracts Outside the Scope of this Policy

A. Other Acquisitions

This policy will not apply to transactions involving the purchase, sale, lease, or other transactions for real property; for joint development projects; for purchases from government regulated entities such as public utilities which are granted market exclusivity by the regulating agency; for purchases of professional subscriptions, memberships, seminars, and expenses in connection with industry meetings and conferences; for travel and living expenses on City business; and other similar expenditures incidental to the routine conduct of the City's business. Purchases on behalf of a member jurisdiction of the City, utilizing funds of that jurisdiction, are excluded from this policy. However, Contracts in support of such transactions (real estate consultants, for example) are subject to this policy.

B. Revenue Contracts

Contracts whose principal purpose is to generate revenue for the City are not subject to this policy. However, where feasible, a competitive process suitable to the type and scope of the activity involved and the availability of competition should be conducted. This policy may apply in some circumstances involving a revenue-producing activity (e.g., the employment of a Contractor to produce revenue).

XVI. Disadvantaged Business Enterprises

It is the policy of the City that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have an opportunity to participate in awards of its Contracts and Subcontracts. The City shall take positive actions to ensure utilization of DBEs through its DBE Program. A review of DBE subcontracting opportunities shall be conducted for each U.S. Department of Transportation (DOT) funded solicitation over \$25,000 and a percentage goal for DBE participation established where appropriate subcontracting opportunities exist.

Part B – Procedures

I. Applicability

A. Procurement Policy

These procedures implement the policies established in **Part A – Policy** of the Procurement Manual (“Policy”), as approved by the Porterville City Council. They apply to all Federal Transit Administration (FTA) funded contracts and purchases of the City, except as specifically excluded in the Policy. The City does business under the name Porterville Transit (PT).

B. Contracts Outside the Scope of this Policy

1. Other Acquisitions

This policy will not apply to transactions as defined in Section XV of Part A. However, the Transportation Department may be asked to aid such actions.

2. Revenue Contracts

A revenue Contract is one in which the City provides access to public transportation assets for the primary purpose of either producing revenue in connection with a public transportation related activity or creating business opportunities involving the use of City property.

Such Contracts are not subject to this policy. However, where feasible, a competitive process suitable to the type and scope of the activity involved and the availability of competition should be considered (i.e., where there are several potential competitors for a limited opportunity, such as advertising space associated with City assets). Nonetheless, where the nature of an opportunity allows reasonably unlimited access for all competitors, the opportunity should be made available to all such parties, without restriction.

II. Contracting Authority

A. The Contracting Officer

The the Porterville City Council is the City’s Contracting Officer.

B. Delegation of Contracting Authority

The City Council may delegate contracting authority in whole or in part to the City Manager, who may delegate the authority to other Directors of the City within the general scope of their responsibility. This authority may be re-delegated in whole or in part to other staff possessing sufficient knowledge, experience, and background in procurement policies and procedures, and in administration of Contracts for the scope of the delegation.

C. Legal Counsel

Legal Counsel is responsible for providing advice to the Porterville City Council and City staff on legal matters, and review and approval of Contracts prior to the Mayor's or delegated Director's execution. Outside legal counsel may only be involved in procurement issues with prior approval of the City Manager or his or her designee.

III. General Procurement Standards

A. Public Notice

1. Full and Open Competitive Procurements

Procurements expected to exceed \$5,000 require public notice, which is to be accomplished by posting on the City website for at least ten (10) days prior to receipt of offers. Additionally, notices may be published in general circulation newspaper(s) or other appropriate websites and offers may be solicited directly from potential Contractors.

2. Non-Competitive Procurements

The following non-competitive procurements exceeding \$5,000 are to be posted to the City website. The procurement file must include documented justification for the lack of competition.

- i. Sole Source
- ii. Single Source
- iii. Emergency

B. Competition

All procurement transactions are to be conducted in a manner intended to maximize full and open competition. In implementing this standard, City staff members are expected to be aggressive in identifying potential vendors for each procurement. At a minimum, each procurement expected to exceed the small purchase threshold shall be advertised in local, and, as appropriate, regional, national, and trade publications, and known vendors will be directly informed of the project and encouraged to respond to the solicitation. Additionally, each competitive procurement above the small purchase threshold shall be posted on the City website's procurement page for downloading. The advertisement and notice shall provide the solicitation number and title, the date of any pre-bid or pre-proposal conference, and the date and time for receipt of responses to the solicitation. Advertisements and notices shall be issued at the beginning of the solicitation period or as soon thereafter as practicable (e.g., to accommodate the advertising schedules of publications). For procurements below the small purchase threshold, formal advertising is not required, but may be used if appropriate.

C. Standards of Conduct

City maintains a written code of conduct as part of its Procurement and Contract Administration Manual and Conflict of Interest Policy. This Section, Part A Section II, and Part A Section V of the Policy, set forth the required standards of conduct relating to all procurement activities.

Additionally, Transportation personnel and other employees with responsibility for procurement-related activities, their partners and members of their immediate families are subject to the requirements of 2 CFR §§ 200.112 and 200.318, and FTA Circular 4220.1F.

C4220.1F requires that employees of transit agencies such as City who are involved in the award or administration of Contracts involving federal funds conform to written standards of conduct that provide:

1. No employee, officer, agent, or Council member, or his or her immediate family member, partner, or organization that employs or is about to employ any of the foregoing individuals may participate in the selection, award, or administration of a Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of those individuals previously listed has a financial or other interest in the firm selected for the award.
2. Officers, employees, agents, or Council members may neither solicit nor accept gifts, gratuities, favors, or anything of monetary value from Contractors, potential Contractors, or parties to Subcontracts; an FTA-funded agency such as City has set minimum rules for acceptance of gifts.
 - i. Acceptance of any gift, favor, or service from any individual(s) interested in any business relationship with City, which would cause a reasonable person to question the officer's or employee's impartiality in the matter, is considered to be a conflict of interest (except those donated for a specific activity or purpose sanctioned by City).
 - ii. Acceptance of any personal gift, favor, service, or item, regardless of value, from an individual(s) for the employee's own economic benefit or as a trade for any City services (i.e., advertising space, etc.) is considered to be a conflict of interest.
 - iii. Acceptance of gifts from any source so frequent as to raise an appearance of the use of the employee's position for private gain is considered to be a conflict of interest.

Among the actions prohibited are for a public employee having official responsibility for a procurement action, or a member of the employee's immediate family, or the employee's partner to be employed in a capacity involving personal and substantial participation in a procurement transaction, own or have more than a five percent (5%) interest by or in a bidder, Offeror, or Contractor; or to have a pecuniary interest arising from a procurement transaction; or is negotiating or has an arrangement concerning prospective employment with a bidder, Offeror, or Contractor.

During initial procurement research, mitigation measures will be implemented to eliminate real or potential conflict of interest. For example, when a conflict involving a City employee is

identified, the identified City employee will not participate in any stages of the procurement or contract administration and will be replaced by another non-conflicting employee.

No City employee or public official shall knowingly use confidential information for their personal gain or the gain of others.

Porterville Transit will adhere to the applicable State of California ethics and conflicts of interest laws and regulations in its applications of these requirements.

Upon discovery of an actual or potential conflict of interest in the selection, award, or administration of a FTA-supported contract, the employee shall refrain from or discontinue participation in the selection, award, or administration of said contract. The employee, may, at the same time, and either directly or through the City Manager or City Attorney, request from the appropriate federal or state regulatory authority an advisory opinion as to what further participation, if any, the employee may have. It will be at the sole discretion of the City Manager, based on any regulatory authority advisory opinion, to determine whether and to what extent the employee may be permitted to participate.

Levine Act. All solicitations shall include the following statement:

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract.

D. Efficient and Economic Purchasing

Procurement activity will be reviewed by the Director of Transportation from time to time to determine if certain classes of purchases should be consolidated or broken out to obtain more economic pricing. Where appropriate, analysis will also be made of lease versus purchase alternatives or any other appropriate methodology to determine the most economical approach.

E. Specifications

All solicitations shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such descriptions shall not, in competitive procurements, contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be acquired. Whenever practical, requirements will be described in terms of functions to be performed or level of performance required, including the range of acceptable characteristics or minimum acceptable standards. Detailed product specifications are to be avoided if possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or approved equal” description may be used as a means to define the performance; however, when this method is used, the specification must set forth the salient characteristics that the product must meet, and vendors will be allowed to offer “equal” products meeting the

salient characteristics. If only a “brand name” is specified, without the “or approved equal” provision, the procurement must be processed as a sole source, with the appropriate justifications completed and maintained as part of the official Contract record. Specifications for bid solicitations, whether by small purchase or formal procurement, shall be sufficiently detailed to ensure that bidders may submit pricing on an “apples to apples” basis. Specifications or scopes of services for negotiated procurements may be more general and accommodate the possibility of alternative solutions or products.

F. Value Engineering

Value engineering is a method of reviewing the specification for a construction and other capital project to identify opportunities for increased efficiency. Value engineering is a systematic and creative analysis to ensure that the project is designed and constructed to perform its essential functions in the most cost-effective manner. The process may include consideration of life cycle costing and intangible or indirect benefits such as sustainability. Value engineering may result in either an increase to, or a decrease in, the project price. City encourages Contractors to submit Value Engineering Change Proposals (VECPs) when they identify efficiencies or improvements which reduce the Contract amount without impairing essential functions or characteristics of the Work. The Contractor and City will share any savings, at a pre-determined split. City retains the right to reject a VECP without review, and without recourse by the Contractor, if the proposed change is unacceptable to City.

G. Records

The Transportation Department shall maintain records detailing the history of a procurement in a manner consistent with the size, complexity, and cost of the Contract, in accordance with City’s Records Retention Policy.

H. Use of Existing Contracts

1. General Services Administration and Virginia Purchasing Schedules

Both the U.S. General Services Administration (GSA) and the State of California maintain Contract schedules for various commodities and services. Some of these are established on a competitive basis, and some are simple listings of products available from vendors in the field. City may use State Contracts of this type in accordance with the governing law and regulations of the agency establishing them. At present, City is barred from using most GSA schedules, except to acquire information technology (IT) and to purchase products and services to facilitate recovery from a major disaster. **Any purchase from another agency’s Contract requires that the Contract be modified to include all FTA terms and conditions (Contract clauses and required vendor certifications).** Use of a federal or State supply schedule which is not the result of a competitive process does not meet the FTA requirement for competition. In such cases, City must seek proposals from a reasonable number of firms on the schedule and determine the firm offering the best value. Compliance with Buy America must be determined prior to issuing an order, and a waiver sought from the FTA if the product is non-compliant.

2. Exercising Options in Other Agency Contracts

The term “piggybacking” is often used to describe one transit agency’s use of another transit agency’s existing Contract when the awarding agency’s Contract did not originally envision its use by the piggybacking agency. A number of FTA requirements must be met before such a Contract may be used. The FTA requires that the existing Contract contain an assignability clause and all required FTA Contract clauses and certifications; these clauses cannot be added by City as part of its use of the existing Contract. All quantities acquired by assigned Contract rights must be within the original Contract quantities (including options) and acquired within the term of the existing Contract. City must determine that the agency with the Contract complied with all FTA requirements relating to competition and performance of a cost or price analysis. City must also perform its own cost or price analysis to determine that the prices it will pay are fair and reasonable. City’s Project Manager will obtain all appropriate documentation from the original awarding agency and are retained in the procurement file for that acquisition. Piggybacking should not be confused with a joint acquisition, where City is a named party in the original solicitation.

3. Types of Options

Generally, there are three (3) types of options which may be included in a solicitation:

- i. *Options for additional quantities.* Options for additional quantities may be utilized when City anticipates that quantities of the same goods or services beyond those specified may be required within the time period of the Contract, conditioned upon unsecured funding or potential future events. The additional quantities should be clearly specified and, to the extent reasonably feasible, the timeframe identified. Cost factors such as escalation or quantity discounts should be considered in evaluating the price reasonableness of such options.
- ii. *Options for additional time periods.* Options for additional time periods are often utilized in annual service Contracts, where City desires the ability to continue with a Contract beyond the base term of the Contract, conditioned upon satisfactory performance by the Contractor. The total of the option periods should not exceed a reasonable period for the services required, and options cannot be used to perpetuate a Contract with one (1) Contractor to the detriment of reasonable competition. Factors such as escalation and the economic value of prior experience should be considered in evaluating the price reasonableness of such options.
- iii. *Options for additional or alternative types of goods or services.* Options for additional or alternative types of goods or services may be used where City wishes items beyond its estimated capacity to fund the Contract (such as a higher quality of product) or where a future set of services may be needed depending upon the results of the initial Contract scope (such as in preliminary feasibility or design Contracts).

In developing options for a solicitation, the Project Manager and the technical participants must consider the benefits and drawbacks of a new solicitation for the optional items, the impact on competition, and the feasibility of obtaining reasonably accurate pricing.

I. Protests

1. Policy

City policy requires that all prospective Contractors be accorded fair and equal consideration in the solicitation and award of Contracts. To that end, any bidder or Offeror shall have the right to protest the award or decision to award a Contract and to have its allegations considered and addressed.

In accordance with Section 200.318(k) of Title 2, Code of Federal Regulations, the City alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the City of any contractual responsibilities under its Contracts. The FTA will not substitute its judgment for that of the City unless the matter is primarily a federal concern. Violations of law will be referred to the local, state, or Federal authority that has proper jurisdiction.

2. Purpose and Scope

This Section establishes procedures for administrative resolution of protests by the City arising in the acquisition process and to implement applicable FTA.

- i. The Director of Transportation is responsible for compliance with all provisions of the City's protest procedures. The Director of Transportation shall utilize all available resources in responding to such protest and shall obtain the advice and concurrence of Legal Counsel;
- ii. The FTA must be notified of all formal, written protests, when FTA funds are involved. The Director of Transportation must submit a copy of the original protest and the City's response to the FTA Regional Office; and
- iii. The City need not delay an award for the period allowed a bidder or Offeror to protest, but in the event of a timely protest, or the filing of a timely legal action, the City shall take no further action to award the Contract unless the Director of Transportation determines in writing that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

3. Definitions

- i. The term "days" refers to calendar days.

- ii. Other terms pertaining to protests shall be defined according to state law.

4. Submittal Procedures

A protest by a bidder or Offeror seeking to protest the award or decision to award a Contract must be timely received by the Director of Transportation by certified mail or other delivery method by a nationally recognized commercial carrier from which receipt can be verified. Electronic submissions will not be accepted unless an original signed copy of the protest is received by the Director within twenty-four (24) hours (not including weekends and holidays) after receipt of the electronic copy. The Director may, however, permit the electronic provision of supplemental information after the initial protest submittal. The protest, in order to be considered, shall include, at a minimum, the following:

- i. The name and address of the protesting party and its relationship to the procurement sufficient to establish that the protest is being filed by an interested party.
- ii. Identity of the contact person for the protestor, including name, title, address, telephone, fax, and email addresses. If the contact point is a third-party representing the protester, the same information must be provided, plus a statement defining the relationship between the protester and the third-party.
- iii. Identification of the procurement, including solicitation or Contract number.
- iv. A description of the nature of the protest, referencing the portion(s) of the solicitation or Contract involved.
- v. Identification of the provision(s) of any law, regulation, or other governance upon which the protest is based.
- vi. A complete discussion of the basis for the protest, including all supporting facts, documents, or data.
- vii. An explanation why the proposed award or the award is not (a) an honest exercise of discretion, but rather is arbitrary or capricious or (b) in accordance with the California Department of Transportation (Caltrans), applicable state law or regulation, or the terms and conditions of the Invitation for Bids or Request for Proposals.
- viii. Request for a ruling by the City.
- ix. A statement of the specific relief requested.
- x. Information establishing the timeliness of the protest.

- xi. A notarized affirmation by the protestor (if an individual) or by an owner or officer of the protestor (if not an individual) as to the truth and accuracy of the statements made in the protest submittal.

The protestor is solely responsible for the completeness and validity of the information provided. Any documents relevant to the protest should be attached to the written submission. Documents which are readily available on the Internet may be referenced to an appropriate link.

Protests shall be submitted in accordance with the requirements of this Section and any directions included in the solicitation and shall be addressed to the Director of Transportation. Unless otherwise specified in the solicitation, the written protest shall be accompanied by an electronic copy (CD or flash drive) in PDF format. In case of a variance in the content of the written and electronic submittals, the written version shall prevail.

The Director of Transportation may uphold or deny the protest solely upon the written submission, without requesting further submission(s) from the protestor. Thus, the protest submission should include all materials necessary to support the protester's position.

5. Time for Filing

i. Protest Regarding Contract Award or Decision to Award

- i. Any protest regarding the award or decision to award a Contract must be received no later than ten (10) days after the date of award or the announcement of the decision to award, whichever occurs first. Any protest filed after the date will not be considered by the City.
- ii. Public notice of the award or the announcement of the decision to award shall be given by the City in the manner prescribed in the terms or conditions of the Invitation for Bid or Request for Proposal. Any potential bidder or Offeror on a Contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such Contract shall submit the protest in the same manner no later than ten (10) days after posting or publication of the notice of such Contract.
- iii. The date of the Decision to Award will be the date of Contract approval by the Porterville City Council at a properly noticed meeting. The date of any Decision to Award will be posted on City's website within twenty-four (24) hours of the same. The date of the Award announcement will correspond with the date a Notice to Proceed is sent to the successful Offeror.
- iv. If the protest of any bidder or Offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction that are subject to inspection, then the time within which the protest

shall be submitted shall expire ten (10) days after those records are available for inspection by such bidder or Offeror, or at such later time as provided in this Section. No protest shall lie for a claim that the selected bidder or Offeror is not a responsible bidder or Offeror.

ii. *Untimely Protest*

Initial protest submissions received by the City after the time periods specified above shall be deemed by the Director of Transportation to be untimely and may be denied on the basis.

6. Review of Protests

The City need not delay award for the period allowed a bidder or Offeror to protest, but in the event of a timely protest, or the filing of a timely legal action, no further action to award the Contract shall be taken unless the Director of Transportation makes a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

- i. *Response Time.* The City shall issue a decision in writing within ten (10) days stating the reasons for the action taken.
- ii. *Release of Information.* The Director of Transportation shall redact from any submission under the protest process information which has been identified as proprietary, and which, in his/her judgment, is protected from disclosure under the California Freedom of Information Act, prior to furnishing such submission to any other party in response to a written request for that information submitted pursuant to the California Freedom of Information Act, unless the person furnishing the information consents, in writing, to distribution of the information to other interested parties.
- iii. *Notification to FTA.* The Director of Transportation must notify the FTA of any protest of a procurement involving federal funds and advise the FTA of the status and the resolution thereof in accordance with Circular 4220.1F, Chap. VII, Sec 1. a(2).

7. Response to Protests

The Director of Transportation will notify the protester upon timely receipt of a protest and may request additional information from the protestor. Additional or supplemental materials may only be submitted at the request of, or with permission of, the Director of Transportation. The Director of Transportation may, at his/her discretion, meet with the protestor or other interested parties to review the issue(s) raised in the protest.

Decision to Award and Award will be made public as specified above. Notice of Contract award will be transmitted to each bidder/proposer at the address contained in its bid/proposal form. Transmittal may be by electronic means or by hardcopy.

Upon receipt of a timely protest, the Director of Transportation shall notify all Offerors and any other known parties of the receipt and nature of the protest and request an extension of the validity of their offers, if appropriate. In the event of a timely protest, the City shall take no further action to award the Contract unless the Director of Transportation determine in writing that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

If prior to an award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The City shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a Contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided.

Where the award has been made but performance has not begun, the performance of the Contract may be enjoined. Where the award has been made and performance has begun, the City may declare the Contract void upon a finding that this action is in the best interest of the public. Where a Contract is declared void, the performing Contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

Where the City, an official designated by the City, or an appeals board determines, after a hearing held following reasonable notice to all bidders/proposers, that there is probable cause to believe that a decision to award was based on fraud or corruption or on an act in violation of local, state, or federal law, the City may enjoin the award of the Contract to a particular bidder.

8. Decisions by the City

Upon receipt and evaluation of all relevant information, including any pertinent law or regulations, the Director of Transportation shall prepare a decision. The decision will contain four (4) parts:

- I. SUMMARY – Briefly describes the protesting party, the solicitation involved, the issues(s) raised, and the decision.
- II. BACKGROUND – Describes in more detail the history of the solicitation and the procurement events leading to the protest, the date the protest was received, and the process by which it was evaluated.
- III. DISCUSSION – Identifies the issue or issues raised by the protestor, and the factors considered in reaching a decision, and the rationale for the decision.

- IV. DETERMINATION – States the decision and any remedy or subsequent action, e.g., cancellation of the procurement resulting from it.

Ordinarily, each issue raised in the protest will be discussed separately in Parts III and IV.

Decisions shall be signed and issued by the Director of Transportation. The full decision shall be issued to the protestor, Caltrans, and the FTA. The Director of Transportation shall provide notice of the outcome of the protest to all parties to whom the Director provided notice of the protest. Where appropriate, transmittal may be electronic, followed by hard copy. The protest document, the decision, and all other documentation related to the decision shall be public record except as otherwise provided by City's regulations and policies. Requesters other than the protester, Caltrans, and the FTA may seek the protest decision under applicable provisions of the California Freedom of Information Act.

Decisions of the Director of Transportation shall be the final and conclusive action of the City, except for such remedies as state or federal law or regulation may provide.

9. Protests Filed with Caltrans and/or FTA

The California Department of Transportation (Caltrans) and the FTA has developed an appeals process for reviewing protests of a recipient's procurement decisions. Prospective protesters who qualify as an "interested party" under the FTA's procedures should consult the protest procedures described in the current version of FTA Circular 4220.1, the Common Grant Rule, and other relevant regulations to assess their eligibility to appeal to the FTA, the appropriate time to appeal to the FTA, and whether their protest grounds are within the scope of FTA review.

The Director of Transportation is responsible for compliance with all provisions of FTA protest procedures where a protest involving a City acquisition is filed with FTA. The Director of Transportation shall utilize all available resources in responding to such protest and shall obtain the concurrence of Legal Counsel in all submissions to FTA.

If required by relevant FTA regulations, the Director of Transportation shall withhold the award pending resolution of a protest filed with the FTA unless the Director of Transportation determines that award is permitted under the FTA protest procedures.

A protest to Caltrans and/or the FTA does not toll the time limit for a protester to seek legal action.

10. Protest Record

The Project Manager shall establish a separate file in which a complete record of the protest shall be maintained. The file shall constitute a separate portion of the overall procurement file.

The procurement protest file shall include reasonable and adequate documentation of the protest and outcome of the protest. Protest file documentation should be proportional to the size and complexity of the protest.

The protest file should, at a minimum, include the following:

- i. The protest, including supporting documentation
- ii. Record of determination of protest timeliness
- iii. Record of internal distribution of protest
- iv. Record of notice to the FTA, if federal funds are involved
- v. Record of internal responses to protest
- vi. Record of legal review
- vii. Determination and findings, including supporting documentation
- viii. Protester response/appeal
- ix. Result of appeal
- x. Notice of cancellation of solicitation, if applicable

11. City Administration of Protests

- i. The Director of Transportation, or an assigned Project Manager, shall conduct the administrative processing of protests filed with the City or with the FTA. Assigned administrators shall: (a) assure distribution of protest submissions and responses to appropriate City personnel; (b) coordinate staff evaluation of the protest; and (c) comply with the time limits stated herein and maintain all documents related to the protest.
- ii. The Director of Transportation must request Legal Counsel to review and to give advice concerning any legal issue involved in protests.
- iii. Unless otherwise directed by the Director of Transportation, the Project Manager assigned to conduct the administrative processing of a protest shall be the only person authorized to discuss the administrative processing of the protest with persons outside the City. Any oral or written inquiry received within the City should be immediately referred to the Director of Transportation who will ensure the appropriate response.
- iv. The Director of Transportation shall obtain concurrence from Legal Counsel prior to release of any documents concerning the protest to any person outside the City.
- v. The Director of Transportation shall be responsible for overseeing the decision process and for the content of the decision. The Director shall ensure that all relevant parties within the City have been involved in the decision-making process and shall, as circumstances require, obtain the concurrence of the City Manager or other City personnel in a decision prior to its issuance.

12. Notice of Protest Policy

Each solicitation above the small purchase threshold as defined herein shall contain, as part of the instructions to bidder/Offerors, the following notice:

City policy and procedure for the administrative resolution of protests is set forth in Part B, Section III (I) of the Procurement and Contract Administration Manual. The Procurement and Contract Administration Manual contains strict rules for filing a timely protest, for responding to a notice that a protest has been filed, and other procedural matters. The Project Manager will furnish a copy of this Section upon request. The City has, in this Section, defined matters which may be protested, the form of protest, and the time limits for submitting protests. Pursuant to Section 200.318(k) of Title 2, Code of Federal Regulations, protesters may raise with the California Department of Transportation (Caltrans) and/or FTA matters that are primarily a Federal concern. Only under extraordinary circumstances will FTA exercise its discretion to consider a federal matter prior to exhaustion of all administrative remedies with the City.

J. Contract Period

1. Rolling Stock and Replacement Parts

The period of Contract performance for rolling stock and replacement parts shall not exceed five (5) years, inclusive of options, extensions, or renewals, as defined in 49 U.S.C. § 5325(e) and C4220.1F. The five-year rules do not mean that delivery, acceptance, or even fabrication must be obtained within those timeframes; however, an exercise of option to acquire buses, rail, or replacement parts later than five (5) years after the date of the original Contract is prohibited.

2. Other than Rolling Stock

The length of all other Contracts (such as property, services, leases, construction, revenue, and so forth) are not encumbered by federal requirements restricting the maximum periods of performance; however, the duration of the other Contracts must be reasonable, and shall be based upon sound business judgment, including consideration of issues such as the nature of the item being purchased, the need to afford the Contractor a reasonable opportunity to recapture any start-up costs, the need to afford competing vendors the opportunity to do business with the City, and the relative benefit to the City of a longer or shorter Contract term. All Contracts must specify a Contract period of performance, either in the form of delivery schedules for Contract deliverables such as commodities, or a specific end date for service Contracts.

K. Cost Principals

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Parts 200 and 1201) will be incorporated by reference in all Contracts where allowable costs must be determined for payment (e.g., all cost reimbursement Contracts), and for negotiating all fixed price Contracts and modifications where costs are estimated by the Contractor and then negotiated for purposes of establishing a Contract price.

L. Contract Clauses

To the greatest extent possible, City will employ appropriate standard Contract clauses for each type of procurement. Contract clauses are usually contained in a set of General Conditions, which are standard for all procurements of that type, and in a set of Special Provisions, which are customized to either add to, delete, or modify portions of the General Conditions. Each Contract shall include all federally mandated clauses, in accordance with Appendix II of 2 CFR 200, the matrix contained in C4220.1F, Appendix E, the FTA Master Agreement, in Appendix A to the FTA's Best Practices Procurement and Lessons Learned Manual.

V. Full and Open Competition

A. Restrictions on Competition

All procurement transactions over \$5,000 will be awarded competitively, without providing an unfair competitive advantage to any potential vendor. Some of the situations considered to be restrictive of competition include, but are not limited to:

1. Unreasonable requirements placed on firms in order for them to qualify to do business;
2. Unnecessary or excessive experience, excessive bonding, insurance, warranty, or similar requirements which affect an otherwise qualified firm's ability to compete. Such requirements must also be established in a manner consistent with protection of the City's interests;
3. Non-competitive pricing practices between firms or between affiliated companies;
4. Non-competitive awards to any person or firm on retainer Contracts;
5. Organizational conflicts of interest;
6. Specifying only a "brand name" product, without specifying that equivalent products will be accepted and providing salient characteristics or other descriptive information sufficient to allow bidders to identify and propose such equivalent products;
7. The use of specification requirements and evaluation criteria which unnecessarily favor an incumbent Contractor; and
8. Any arbitrary action in the procurement process.

In general, prequalification of suppliers is to be avoided, except in situations where the product or service involves an undefined market, or where market identification is necessary to effectively develop a marketable scope or specification.

B. Geographic Preferences

Procurement transactions utilizing Federal funds will be conducted in a manner that prohibits the use of in-state or local geographical preferences in the solicitation and evaluation of bid or proposals, except in those cases where applicable Federal statutes or regulations expressly mandate or permit geographic preference (i.e., Section 25019 of the Infrastructure Investment and Jobs Act of 2021, Pub. L. 117-58). This requirement does not exempt Contractors from state or local licensing laws. Geographic location may be a selection criterion in procurements for A&E services, provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the Contract.

VI. Procurement Planning

Project Managers should perform procurement planning and conduct market research for all procurements. The complexity, urgency, and dollar amount of the procurement should determine the extent of the planning required. The planning should integrate the efforts of all stakeholders responsible for the significant aspects of the procurement. The purpose of this planning is to ensure the Project Manager meets the needs in the most effective, economical, and timely manner.

A. Applicability

Procurement planning is required for every procurement action above the micro-purchase level. At a minimum, an independent cost estimate, budgeting, identification of potential vendors, and a date the product or services are needed is required. Procurement planning is a multi-departmental process involving, at a minimum, the initiating department, technology, safety, security, procurement, and finance. For purchases above the small purchase limit, other functions, such as risk management and the DBE, should be involved.

B. User Department Responsibilities

1. Procurement Background and Objectives

The planning process usually starts with the Transportation department identifying a need, and either identifying a funding source or initiating a budgeting process, including, if applicable, a grant application. The cost identified at this point tends to be an order of magnitude estimate. Items to be identified at this stage are as follows:

i. Statement of Need

- a. Introduce the plan by a brief statement of need.
- b. Summarize the technical and contractual history of the procurement.
- c. Discuss feasible procurement alternatives, the impact of prior procurements on those alternatives, and any related in-house efforts, including the feasibility of performing the Work internally.

- ii. *Applicable Conditions.* State all significant conditions affecting the acquisition such as requirements for compatibility with existing or future systems and programs and any known cost, schedule, and capability or performance constraints.
- iii. *Costs.* Set forth the established cost goals for the acquisition and rationale supporting them. At this time, the estimated cost will be a budget figure, not an “independent cost estimate (ICE).” The ICE would be developed after the final statement of work has been completed and approved.
- iv. *Capability or Performance.* Specify the required capabilities or performance characteristics of the supplies or performance standards of the services being acquired and state how they are related to the need.
- v. *Delivery or Performance-Period Requirements.* Describe the basis for establishing delivery or performance-period requirements. Explain and provide reasons for any urgency if it results in concurrency of development and production or constitutes justification for not providing for full and open competition.
- vi. *Trade-Offs.* Discuss the expected consequences of Trade-offs among the various costs, capability or performance, and schedule goals.
- vii. *Risks.* Discuss technical, cost, and schedule risks and describe what efforts are planned or underway to reduce risk and the consequences of failure to achieve goals. If concurrency of development and production is planned, discuss its effect on cost and schedule risks.
- viii. *Industry Early Participation.* If the user department elects to involve industry in the early planning stages of the procurement, make sure all interested parties are provided with an equal opportunity to participate. Some methods of early participation including using draft solicitations, pre-solicitation conferences and other means of stimulating industry involvement during design and development in recommending the most appropriate application and tailoring of the Contract requirements.

2. Plan of Action

Once the procurement background and objectives are identified, the user department should work with procurement to aid in creating a plan of action, to include the following:

- i. *Sources.* Indicate the prospective sources of supplies or services that can meet the need. (A good market survey should provide you with this information.)
- ii. *Competition.* Describe how competition will be sought, promoted, and sustained throughout the course of the procurement. If full and open competition is not contemplated, cite the justification and who has the authority to approve the justification. Describe how competition will be sought, promoted, and sustained for spares and repair parts.

- iii. **Identify Key Logistic Milestones.** Identify the key logistic milestones, such as technical data, delivery, schedule, and software technical codes. Identify any known barriers to full and open competition and the effect to overcome these barriers.

3. Project Manager Identification

Once funding is secured, the Transportation Department needs to identify a schedule, based on the initial date the product or service is required, and appoint a Project Manager.

C. Project Manager Responsibilities

1. Scope or Specification

The Project Manager will be responsible for preparing an appropriate scope or specification, submitting the procurement request, and entering a purchase requisition into the financial system.

2. Source-Selection Procedures

Determine the source selection procedures for the procurement; considerations should include the timing for submission and evaluation of proposals, and the relationship of evaluation factors to the attainment of the procurement objectives.

3. Procurement Considerations

Contract type selection, including options, or other special contracting methods, any special clauses, special solicitation provisions, or FTA directions received, and if sealed bidding or negotiation will be used.

4. Budget and Funding

Include any budget estimates, with explanations as to how they were derived and discuss the schedule for obtaining adequate funds, (i.e., FTA, state, local) and the time they are required.

5. Product or Service Description

The choice of product or service description type or specifications to be used in the procurement (i.e., Functional, Performance, or Design).

6. Management Information Required

Discuss, as appropriate, what management system will be used by the Project Manager to monitor the Contractor's efforts.

7. Test and Evaluation

To the extent applicable, describe the test program of the Contractor and the Project Manager. Describe the test program for each major phase of the system procurement (i.e., bus purchase and major construction Contracts).

8. Logistic Considerations

Describe the assumptions to determine Contractor or Project Manager support, both initially and over the life of the procurement, including consideration of the Contractor or Project Manager maintenance and servicing ability. Consider the reliability, maintainability, and quality assurance requirements, including any planned use of warranties. Describe the requirement for Contractor data and data rights, their estimated costs, and the use to be made of the data.

9. City-Furnished Property

Indicate any property to be furnished to Contractors, including material and facilities, and discuss any associated considerations, such as its availability or schedule for its acquisition.

10. City-Furnished Information

Discuss any City information, such as manuals, drawings, and test data, to be provided to prospective Offerors and Contractors. Indicate which information requires additional controls to monitor access and distribution.

11. Environmental and Energy Conservation Objectives

Discuss all applicable environmental and energy conservation objectives associated with the procurement. Discuss the applicability of an environmental assessment or environments impact statement, the proposed resolution of environmental issues, and any environmental related requirements to be included in solicitations and Contracts.

12. Contract Administration

Describe how the Contract will be administered. In Contracts for services, include how inspection and acceptance corresponding to the work statement's performance criteria will be enforced.

13. Milestones for the Procurement Cycle

Address the following steps and any other appropriate areas.

- i. *Procurement Plan Approval.* The procurement plan is generally concurred by all personnel that contributed to the building of the plan before approval by the Director of Transportation or other appropriate approving official.
- ii. *Statement of Work.* Discuss the statement of work preparation and the estimated date of its completion.
- iii. *Specifications.* The specification preparations for major procurements are generally accomplished by a consultant Contractor. Discuss when this Contract has/will be awarded and the time for completion. Address how organizational conflict of interest issues will be handled.
- iv. *Data Requirements.* Discuss the need for data and how it will be acquired.

- v. *Purchase Request.* Indicate the date the purchase request package will be provided to the Finance Department. This package should include assurances that funds are/will be available when needed. Also, an independent cost estimate (ICE) should be included with the purchase request and must be submitted before bids or proposals are received.
- vi. *Justification and Approval.* If other than full and open competition procedures will be used, an appropriate City official must sign the justification.
- vii. *Completion of the RFP/IFP.* Indicate the number of workdays required to prepare the solicitation package after receipt of all necessary information.
- viii. *Issuance of Public Notification.* The Finance Department issues public announcements on the City's website as far in advance as possible in its Upcoming Solicitations before the solicitation is released. The more interest City has in its requirements, the more beneficial it is.
- ix. *Issuance of the Solicitation.* The solicitation will establish the date when bids or proposals are due. Ensure sufficient time is allowed for bidders or Offerors to prepare their bid/proposal. Allow thirty (30) to forty-five (45) days for most construction projects. A pre-bid/preproposal conference should be held for large, complex, or construction projects. Leave sufficient time between pre-bid/pre-proposal conferences to allow the industry to adjust their bids/proposals before the due date.
- x. *Beginning and Completion of Negotiations.* Depending upon the number of responses to your RFP and the complexity of the negotiations, more than one (1) round of discussions may be required. After discussions are complete a due date for revised final proposals/BAFOs should be established. Take this into consideration when establishing milestones.
- xi. *Contract Preparation, Review, and City Council Approval.* Contract preparation, staff review, legal review, and City Council approval need to be addressed when establishing your milestones.
- xii. *Contract Award.* Once the Contract has been approved, the Contractor must be given time to provide insurance documents, bonds, etc. before the Notice to Proceed can be issued. Some requirements may necessitate a substantial mobilization period which also needs to be considered when establishing a milestone chart.
- xiii. *Stakeholders Signatures and the Approval Authority.* When the acquisition plan is completed, the Stakeholders should have their signatures on the acquisition plan along with that of the final approving authority including the date of their signature.

14. Independent Cost Estimate

The independent cost estimate (ICE) is the first step in determining cost/price reasonableness of a procurement and must be completed for every procurement action exceeding \$10,000. The Project

Manager will be responsible for developing or obtaining an ICE of the project, based on the scope and specifications as written. The ICE may be completed inhouse or by an external estimator independent of any Offerors. The ICE must be independent of, and received prior to, any bids/proposals in response to the solicitation. The ICE must include detailed information as to its development and/or source, detailing how it was derived and the basis of the estimate, and must include supporting documentation of the detailed costs. The ICE must be maintained in the official solicitation file.

15. Submission to Procurement

The Project Manager should submit the completed procurement request form, with the required supporting documentation, to the Transportation department. The Director of Transportation will appoint an appropriate Project Manager for the procurement, based upon the required level of skill and expertise needed, and anticipated workloads.

D. Procurement Considerations

The Project Manager is to analyze each planned acquisition in order to identify and evaluate potential organizational conflicts of interest as early in the acquisition process as possible, and avoid, neutralize, or mitigate potential conflicts before Contract award. The Project Manager, with assistance from the Director of Transportation, will develop a procurement plan to guide the solicitation process. The elements of a procurement plan should include:

1. Procurement Type (IFB, RFP, RFQ, etc.), including completion of the Method of Procurement Decision Matrix;
2. Contract Pricing (Firm Fixed Price, Fixed Unit Price, Cost Plus Fixed Fee, etc.);
3. Any requirement for bonding or liquidated damages;
4. Key dates, considering the need date, any startup period involved, City schedules, resource availability, issue date, advertisement requirements, pre-bid/proposal conference (if applicable), deadline for questions, due date, and tentative award date;
5. Involvement by other City staff, including the risk management department and DBE functions, as well as specialized expertise in other areas that may be required;
6. For an RFP, identification of evaluation criteria and sub-criteria, relative weights, and potential evaluation panel members;
7. Any preliminary steps that must be taken before a solicitation is used, such as preparation of design drawings. If these involve resources outside City, a separate procurement action may be required for them;
8. Identification of potential markets and vendors, utilizing all available resources, including the internet;

9. Identification of the need for advertising in national or specialized trade media, including their advertising lead times and deadlines, to ensure timely publication; and
10. Identification of any special requirements for a successful procurement, such as an industry review.

E. Solicitation Document

The Project Manager should develop the solicitation document, based upon the procurement plan, and post the solicitation to the City web page as an upcoming procurement.

F. Disadvantaged Business Enterprise and Risk Management Input

Upon receipt of the draft specification, the Project Manager will incorporate it into the base solicitation document and forward it to the designated Risk Management staff for determination of insurance requirements and to designated DBE Program staff for determination of a DBE goal. The draft should also be sent to the Director of Transportation for review. It may also be sent to other City staff as appropriate. The Project Manager will share responses from the Risk Management and DBE with the Director of Transportation, and they should jointly review the insurance requirements and DBE goal for appropriateness and any potential impact on competition.

G. Final Review

When consensus is reached upon all elements of the solicitation, the procurement schedule and dates should be given a final review and revised if necessary. The availability of an appropriate conference space for pre-bid or pre-proposal meetings, and for public bid openings should be confirmed and the rooms reserved. The procurement plan may be updated to reflect any revisions that occurred during the planning process.

H. Vendor's List

The Project Manager is responsible for maintaining a current vendor's list of potential vendors, including those pre-identified, those requesting the solicitation package, and those accessing the solicitation on the City web page.

I. Solicitation Issuance and Distribution

The Project Manager shall ensure that the solicitation is put in final form, in PDF format, posted to the City's web page, advertised in a timely fashion, and emailed (either the actual solicitation or a notice of its availability) to identified potential vendors. The Project Manager will transmit the solicitation package internally to the Director of Transportation and any other appropriate City staff.

J. Evaluation Panel

For an RFP, the Project Manager should notify Evaluation Panel members of their appointment and provide them with information regarding their responsibilities, the projected evaluation schedule, and

copies of the solicitation. Any amendments to the solicitation should be distributed internally to the same people.

K. Planning File Content

The procurement planning file shall include reasonable and adequate documentation of the procurement process. File documentation should be proportional to the size and complexity of the procurement. The procurement planning file should, at a minimum, include the following:

1. Procurement Request Form
2. Technical specification (Scope of Work)
3. Prospective vendors list
4. Independent Cost Estimate (if applicable)
5. Insurance requirements (if applicable)
6. DBE participation goal (if applicable)
7. Other pre-solicitation correspondence
8. Determination of solicitation type
9. Industry survey/vendor contacts (if applicable)
10. Determination of pricing structure
11. Solicitation/award schedule

VII. **Independent Cost Estimate**

Independent Cost Estimates (ICEs) are the City's best estimate of a contract's potential costs and are an important tool throughout the process of planning and awarding contracts.

An ICE should be developed without bias and typically without contractor input, and when done correctly, it is directly tied to comprehensive market research. The ICE supports efforts to ensure that the cost of meeting the City's requirements for the service being acquired is known. Format and contents of the ICE will vary in accordance with the complexity and value of the requirement. It is imperative to remember that the ICE is a procurement-sensitive document and should be handled as such.

The content of this Section will help explain the importance of the ICE and its purpose. It is not intended to cover every possible acquisition, but rather presents information regarding the minimum requirements for ICE documentation. It will also assist with understanding the elements of a cost estimate and the tools available for its development.

A. Background

The ICE is a cost estimate developed by a Project Manager, based on the requirements of the Scope of Work. An ICE is required for every new acquisition that exceeds \$10,000.

The purpose of the ICE is to develop an assessment of the probable cost of services or goods being acquired and to help determine the reasonableness of an offeror's proposed cost and the offeror's understanding of the work. Further detail is required for cost-reimbursement type contracts. This should include a cost breakdown of all cost factors required for a contractor to complete the work, including an estimate of technical staff labor categories, hours, and rates; direct material and supplies;

subcontracting; consultant services; travel, indirect rates; and fee. Prior acquisition history or similar acquisitions should provide the basis for the preparation of an ICE, as well as the data provided by thorough market research.

B. Principles

The ICE is used during all phases of a program to include Life Cycle Cost and Total Operating Cost of a Services Acquisition project, as well as more limited estimates related to a subset of a current contract or even for a contract option period within an overall period of performance.

It is:

1. Developed by the Project Manager without contractor influence;
2. An aid in achieving best value and shared contract risk;
3. Based on market research;
4. An analysis of reasonable and required resources to perform the contract;
5. The projected, anticipated, or probable cost/price of a proposed acquisition; and
6. A benchmark for establishing cost/price analysis.

The ICE is used to:

1. Project and reserve funds for the procurement as part of the acquisition planning process;
2. Determine if assumptions in a cost proposal are based on the same or similar assumptions;
3. Assist in decisions related to project viability, structure, and resource requirements;
4. Conduct an Analysis of Alternatives;
5. Inform design trade-off decisions;
6. Conduct in-process reviews of projects; and
7. Satisfy public law and oversight requirements.

The ICE is prepared:

1. For all new services acquisition above \$10,000;
2. Prior to Request for Proposal (RFP), Request for Quotation (RFQ), and Invitation for Bids (IFB) for new fixed-price contracts and cost-reimbursement contracts;
3. To cover the contract period of performance to include transition and multi-year periods;
4. When requested for some individual projects under an existing contract;
5. When requested by the City for any contract less than \$10,000; and
6. When there is a change to the Scope of Work that impacts the contract cost.

The ICE is typically not required when:

1. Modifying a contract to exercise priced options or to provide incremental funding; or when;
2. Placing relatively small dollar task/delivery orders under an indefinite-delivery contract for fixed-price services or supplies.

The estimate submitted with the procurement request shall include a basis for the estimate using current validated data, whether at the price level or at the cost element level. The estimator must provide an adequate narrative validating the source or the basis of the information comprising the

estimate and ensuring the estimate is repeatable. Cost element or price values alone are not adequate without a basis to support the estimated values.

In the narrative of the ICE, the five primary questions to be answered are:

1. How was the estimate made?
2. What assumptions were made?
3. What information/tools were used?
4. Where was the information obtained from?
5. How did previous estimates compare with prices paid?

Prior to being accepted, the ICE preparer should ensure that:

1. The ICE contains enough detail to assist the Project Manager in the evaluation of the reasonableness of offered prices during the Source Selection process, especially for relatively high-dollar-value, complex acquisitions;
2. The ICE provides sufficient narrative and analytical detail, to include reference material, to support its preparation; and
3. The ICE includes a certification that it was developed independently prior to seeking any formal proposals from contractors.

C. Application

1. Importance of a Quality ICE in Acquisitions

The ICE is the City's estimate of the resources and projected cost of the resources a contractor will incur in the performance of a contract. A sufficiently detailed and accurate ICE establishes a realistic budget. During source selection, it aids the Project Manager in evaluating the reasonableness of offered prices. When appropriate, the Project Manager will document differences between the ICE and final contract award value in the contract file.

2. Time Phasing of Costs

In addition to looking at acquisition costs aggregated in various ways, the Project Manager must also be able to determine when these costs will be incurred. It is important to allocate the costs to the fiscal years when funds will be required.

3. Total Ownership Costs/Life Cycle Cost in Acquisitions

As distinguished from the costs of an ICE for a particular contract requirement, Project Managers are encouraged to look at all the costs associated with an acquisition requirement.

Total Ownership Cost (TOC) in acquisitions is defined as the sum of financial resources needed to organize, train, support, sustain, manage, and operate the contract service requirement while meeting mission goals, policies, and standards of readiness, environmental compliance, safety, and quality of life concerns. Sometimes even what appears to be a simple acquisition may require

a level of organizational commitment, financial resources, labor, infrastructure, and other costs that are not reflected in the ICE. The TOC of an acquisition should be the same as its Life Cycle Cost (LCC), which includes all the elements, appropriations, and cost categories.

D. Performing an Independent Cost Estimate

An Independent Cost Estimate (ICE) must be completed before receipt of bids or proposals. The most common ICE methods are as follows:

1. Publicly Published Price Lists

Publicly published price lists are typically appropriate for goods. Price lists or catalogs are acceptable price sources for off-the-shelf items such as technology, and office supplies. Price lists are often available online or in printed advertisements. Prices posted on a store shelf are also acceptable.

2. Recently Invoiced Price

Recently invoiced pricing is typically appropriate for goods or services. If similar goods or services have been recently purchased, a recent invoice may help determine a fair and reasonable price. Recently may vary, according to circumstances. For instance, technology procurements over six (6) months old are not sufficiently relevant to determine a current fair and reasonable price range.

3. Outreach/Market Survey

Outreach and market surveys are typically appropriate for goods or services. Other agencies may be contacted to determine a fair and reasonable price, so long as the agency is of similar size and the purchase or project is of similar scope.

E. Market Research

Robust market research facilitates the development of a sound ICE by:

1. Identifying potential vendors and published labor rates;
2. Scoping market supply and demand and associated cost impacts;
3. Identifying how other potential cost drivers such as certification standards, geographic, seasonality, and other factors impact direct and indirect costs; and
4. Evaluating previous buys for relevancy and currency.

The [Market Research Report Guide for Improving the Tradecraft in the Acquisition of Services](#) provides useful information on preparation, considerations, and methods as well as optional report templates for market research.

Sources of Information

- Historical cost information such as previous prices and quantities purchased as part of prior contracts, current or previous documents, and the previous ICE. It is

important to ensure that the information is relevant and recent and that the sources of information are for similar services;

- Commercial pricing sources, catalogs, and market surveys;
- Comparable data for specific firms/industries;
- Project Manager;
- Requests for Information (RFIs);
- Industry Day; and
- General Services Administration (GSA).

It is important to note that not any one of the aforementioned sources of information will provide the Project Manager with everything that they need in order to develop a sound ICE; however, the Project Manager can get bits of information from each, as each has its own strengths and weaknesses.

F. Cost Estimation Methods

This section is not intended to address how it is done, but rather is a reference list for the developer of the ICE to recognize the terms and a quick reference guide.

An ICE can contain any combination of cost estimation methods and expert opinions. The four primary cost estimation methods used to develop cost estimates are:

1. Analogy (Top Down)

- i. Estimates are based on historical data of a similar item/system.
- ii. Adjusts the known cost by adding or subtracting elements of material, time, and economic or inflationary changes, as necessary.
- iii. Generally, less costly, and less time-consuming than other methods, but also generally less accurate.
- iv. Example: In the past when landscaping at location “A” was purchased, it was \$20,000 for 100,000 square feet; therefore, estimates are made based on similar acquisitions.

2. Parametric (Statistical)

- i. Relies on statistical analysis to establish a relationship between a technical characteristic and the cost of the system.
- ii. When there is a simple mathematical relationship between two (2) tasks/elements, it is known as “Factor” cost estimating. For example, initial setup is 10% of the operation and maintenance cost.
- iii. Measurable base units may include person-hours, trips, moves, units, and square feet.
- iv. Use in early planning stages of a contract service when specific tasks/elements are not yet known.
- v. Example: Painting: 500 square feet x \$15 per square foot = \$7,500.

3. Engineering (Bottom Up)

- i. Estimates are very detailed, separated into tasks/elements.
- ii. The costs of individual tasks and elements are estimated to the greatest level of specified detail.
- iii. The task/element costs are then summarized or “rolled up” to higher levels.
- iv. Cost and accuracy influenced by the size and complexity of the tasks/elements.
- v. Example: An enterprise-wide telephone system with switches, components, and handsets.

4. Actual Costs

- i. Typically associated with tasks/elements in progress or material items when taking the actual cost of previous production lots.
- ii. Adjusted for inflation, labor saving, production and technology changes, and other factors.

In the absence of one of the four primary cost estimates, the Project Manager may have to rely on the following cost estimation method:

Expert Opinion

- Relies on subject matter experts’ opinion of what something should cost.

- Typically used as a last-resort method

G. General Best Practices

1. Employ a team approach to include department members, finance, and other stakeholders as appropriate.
2. Understand the requirement.
3. Be sure to:
 - i. Engage early and often with other members of the project team.
 - ii. Take it one piece at a time; Do not get overwhelmed!
 - iii. Thoroughly document ICE methodologies, assumptions, sources, and calculations.
 - iv. Ensure estimate reflects the period of performance, inflated properly for multi-year ICE's.
 - v. Use multiple sources of market research – no just one.
 - vi. Include the standard cost element (e.g., direct labor, overhead), but also tailor to meet specific needs.
 - vii. Ensure that the estimate is updated, as appropriate.

VII. **Methods of Procurement**

A. General Standards

Every competitive solicitation expected to exceed \$5,000 shall adhere to the following standards:

1. The intent of advertising a solicitation is to make every reasonable effort to inform potential vendors of the business opportunity. Each such solicitation shall be published in local news media designed to reach the target vendor pool and shall be posted on the City's website at least ten (10) days prior to the due date. If the size or nature of the solicitation suggests that there is an appropriate vendor pool outside the City's service area, the solicitation shall be advertised in the appropriate regional, national, and trade media.
2. Where feasible, potential vendors should be identified before the solicitation is issued, drawing on prior solicitations for similar goods or services, experience of City personnel, and public sources such as trade journals, Contractor directories, and the internet. Such potential vendors should receive direct notification of the solicitation.

3. Every reasonable effort should be made to encourage the maximum number of responses. Prequalification or other methods of restricting responses shall not ordinarily be used unless required for security or public safety reasons or by law. If vendors are to be prequalified for a specific procurement, the following requirements apply:
 - i. The qualification standards must be limited to those essential for the procurement;
 - ii. Any prequalification list utilized is current;
 - iii. The prequalification process must include enough qualified sources to provide maximum full and open competition;
 - iv. Potential bidders or Offerors must be permitted to qualify during the solicitation period (from the issuance of the solicitation to its closing date); however, a particular solicitation need not be held open to accommodate a potential supplier that applies for approval before or during that solicitation, nor must prequalification evaluations of bidders, Offerors, or property presented for review during the solicitation period be expedited or shortened to conform to the solicitation period; and
 - v. Any prequalification testing, or testing of potential approved equal products must consider the following:
 - a. The frequency of solicitations for an item; if an item is solicited on a regular basis, the testing may allow the provider to participate in future solicitations; if the solicitation is unique or rare, more consideration should be given the allowing completion of the testing process for that procurement;
 - b. The length of time required to reasonably test the item to verify acceptability; and
 - c. The cost to City of conducting a testing process.
4. The solicitation document shall contain, at a minimum, the following:
 - i. Instructions on how the response is to be prepared and submitted;
 - ii. The deadline for submittals and other key dates in the process (such as the date and time of a pre-bid or pre-proposal conference);
 - iii. The basis upon which an award will be made;

- iv. A statement reserving to the City's the right to reject any and all offers and the right to award to other than the offer containing the lowest price;
 - v. A clear and comprehensive statement of the City's needs and the technical requirements to be met by the successful Offeror;
 - vi. A set of terms and conditions intended to be used for any resulting Contract; and
 - vii. Representations and certifications as required by law or regulation or deemed necessary by the City.
5. The solicitation period shall remain open for sufficient time to enable the preparation of quality submittals responsive to the City's needs. The minimum solicitation period for competitive procurements will normally be thirty (30) days, except in cases of urgency when a shorter time may be specified. In the event of a re-solicitation, a shorter period may also be appropriate if the changes to the solicitation are not substantial. Whenever a period shorter than thirty (30) days is considered necessary, every effort will be made to contact prospective bidders or Offerors to ensure they can submit bids or proposals in the desired response time.
6. Responses to any questions from prospective sources, or any amendments to the solicitation, shall be distributed to all parties known to have received the solicitation, and posted on the City website. Should the amendment substantially change the terms of the solicitation, the period for receipt of offers shall be extended to allow Offerors to revise their submittals accordingly.
7. If a question concerning a potential organizational conflict of interest arises, the Project Manager shall consider the impact of the conflict upon free and open competition and consider methods of mitigating the conflict. For example, if a conflict exists as the result of knowledge obtained by the Contractor under previous Contracts, it may be possible to publish that knowledge to all potential vendors. The solicitation document should make it the affirmative duty of the conflicted firm to identify the conflict and propose mitigation measures, as early in the solicitation process as possible. Potential sanctions for a firm not notifying the Project Manager of a potential conflict should include the rejection of an offer or termination of a Contract if the conflict is discovered after award. A conflict involving a Contractor which has assisted in the preparation of a specification or scope of services cannot be mitigated, and the Contractor must be prohibited from participating in the procurement. Any solicitation and resultant Contract whose scope includes the preparation of a design or specification for a follow-on procurement must include a notification to this effect.
8. After the receipt of responses to a solicitation, the Project Manager shall make a determination that:

- i. The apparently successful offer is responsive (i.e., complies with all material elements of the solicitation);
- ii. The Offeror is responsible (i.e., possesses the technical and financial resources to successfully perform the Contract, has a satisfactory record of past performance, compliance with public policy, and integrity); and
- iii. The Offeror is not excluded on the U.S. Government’s System for Award Management (SAM) or otherwise barred from public contracting by the U.S. Government or the State of California. The Project Manager shall also determine that the price(s) offered are fair and reasonable.

B. Micro-Purchases

Micro-purchases are those purchases up to, but not exceeding, \$10,000. Purchases below that threshold may be made without obtaining competitive quotations but shall provide for competition whenever practicable. Award may be made if it is determined that the price is fair and reasonable (based on research, experience, purchase history, or other information and documents), and that there are no significant differences in quality or price among available vendors. Typically, micro-purchases involve items sold “off-the-shelf” to the general public or a specific market. Documentation for a non-competitive micro-purchase need only include a notation that the price is fair and reasonable and the reason for the determination. The determination of price reasonableness will be recorded on a preprinted checklist. The documentation includes a statement that the price paid for items are determined to be fair and reasonable, based on the following:

- 1. Adequate competition (two or more quotes received, and award made to lowest)
- 2. Current price lists or off-the-shelf pricing
- 3. Catalog price
- 4. Prices found reasonable on recent previous purchases
- 5. Advertisements
- 6. Similar items in a related industry
- 7. Independent price estimate (attach documentation)
- 8. Other (cite basis)

Micro-purchases are exempt from Buy America requirements. There should be equitable distribution among qualified suppliers (subject to price reasonableness), and requirements may not be split to avoid a competitive solicitation process. The Davis-Bacon Act (40 U.S.C. § 3141 et seq.) applies to construction micro-purchases in excess of \$2,000.

C. Small Purchases

Small purchases are relatively simple and informal solicitations for services, supplies, or other property in which the aggregated dollar amount is more than \$10,000 but does not exceed the small purchase limits established by City's Procurement Policy and Procedures (currently \$10,000), state law, and/or the Federal Simplified Acquisition Threshold, whichever is lowest. If small purchase procedures are used, written price or rate quotations must be solicited from an adequate number of qualified sources, ordinarily not less than four (4). The number of sources will depend upon the availability of qualified sources, but the objective should ordinarily be to provide for competition wherever practicable and that competition be sought to the maximum feasible degree. If fewer than four (4) quotes are received, the file should be documented as to the reasons. Both the solicitation and quotes should be written in either electronic or hard copy form. Generally, the Contract will be in the form of a purchase order, although the nature of the procurement (e.g., for services) may require additional terms and conditions. Small purchase construction Contracts over \$2,000 in value are subject to the Davis-Bacon Act.

D. Competitive Sealed Bidding

1. Bids in excess of the small purchase limit are publicly solicited through a formal Invitation for Bids (IFB) with a fixed-price Contract (lump sum or unit price) being awarded to the lowest-priced responsive bid from a responsible bidder. A fixed-price Contract type does not preclude consideration of the use of price-varying provisions such as escalation or incentives/disincentives if suitable for the circumstances. The price reasonableness analysis shall consider whether bids are materially unbalanced.
2. Competitive sealed bidding is the preferred method of solicitation, and justification for any other method of procurement must be documented as part of the procurement record. This method is utilized when there is a complete, adequate, precise, and realistic description of the solicited items and award may be made on the basis of price and price-related factors alone, without discussions or negotiations with the responsive bidder, other than clarifications regarding issues of responsibility or matters not affecting price, schedule, or quality.
3. All bids will be publicly opened at the time and place prescribed in the IFB. Bidders will be afforded a suitable opportunity to examine all bids received after they are opened.
4. When specified in the bidding documents, factors such as discounts, transportation costs, value analysis, and life cycle costs must be considered in determining the low bid. Payment

discounts shall be requested or considered only when prior experience indicates that the City is able to avail itself of such discounts.

5. If the IFB includes pricing for any options or alternatives, the solicitation must define whether or not they will be considered in determining the low bid, and, in the event of multiple options, the basis for and order in which they will be accepted. In order to exercise Contract options after award, and also consider them as part of the original competitive process, pricing for the options must have been considered during the award of the base Contract.
6. Immediately following the receipt and opening of bids, the Project Manager will examine all bids timely received to determine if they are responsive. Responsiveness is determined at the time of bid opening and cannot involve any material or information received thereafter. A responsive bid is one that is timely received, complies with all requirements of the solicitation, and represents a clear and unequivocal offer to provide the good(s) or services specified at a stated price or prices. Exceptions to the specification or contractual terms, or ambiguous or conditional pricing, will render a bid non-responsive. However, if the terms of the solicitation permit, the Project Manager may waive minor informalities, defined as matters not affecting the price, schedule, or quality of the bid.
7. The Project Manager, in consultation with other departments involved in the procurement, will then determine if the lowest responsive bid was submitted by a responsible bidder. This evaluation considers whether the bidder has, in all aspects, the ability to successfully perform the Contract, including the necessary technical and financial resources; the prior experience and integrity; and capability of providing the specified insurance, bonding, and DBE participation. Price reasonableness is also evaluated in the process. The Project Manager will review Treasury Circular 560 to determine if the surety is acceptable and verify the quality rating and licensing of the insurance provider. The Project Manager will also obtain approval from City's Risk Manager to ensure that the bidder's insurance meets the insurance requirements identified in the IFB. The Project Manager will also review the most current version of the SAM published by the U.S. Government. If this evaluation raises concerns regarding the bidder's capability in any of these areas, the bidder should be given a reasonable opportunity to show why it should not be found non-responsible, which may include a qualification hearing with the bidder. In the event a bidder is determined non-responsible, it shall be notified, and the responsibility of the next-lowest responsive bidder evaluated.
8. In the event of a tie, where two (2) bidders are determined to be the lowest responsive and responsible bidders, and when the Contract can only be awarded to one (1) bidder, the Project Manager will perform a coin toss to determine the successful bidder. The coin toss will be witnessed by one (1) or more parties.
9. In the event that a single responsive bid is received from a responsible bidder, the City may negotiate with the bidder to ensure that a fair and reasonable price is obtained. If the

responsive bid from the lowest responsible bidder exceeds available funds, the City may negotiate with the apparent low bidder to obtain a Contract price within available funds, provided that the City has established, in writing, conditions and procedures for such negotiations prior to issuance of the IFB and summarized them therein. The City may not, as a part of the negotiation process, modify or alter the scope and specification defined in the IFB in a manner that might have attracted additional bidders if incorporated in the solicitation.

10. A bidder for a construction Contract may withdraw its bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the bid sought to be withdrawn.
11. If a bid contains both clerical and judgment mistakes, a bidder may withdraw its bid from consideration if the bid price would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the bid sought to be withdrawn.
12. The bidder shall give notice in writing of its claim or right to withdraw its bid within two (2) business days after bid opening and shall submit original work papers with such notice.
13. Verification of the mistake(s) will be completed, and City will notify the bidder in writing within five (5) business days of its decision regarding the bidder's request to withdraw its bid. If City denies the withdrawal of a bid, the notice will state the reasons for its decision and award the Contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.
14. Any or all bids may be rejected if there is a sound, documented business reason.

E. Two-Step Sealed Bidding

1. Two-step sealed bidding is a procurement method involving the submittal of unpriced technical proposals in the first step, and a sealed bid submittal in the second step. The two-step method is generally used when it is not practical to prepare a definitive purchase or Contract description that is suitable for award on price alone. The Two-Step process is appropriate when all of the following conditions exist:

- i. Available specifications or purchase descriptions are not definite or complete or may be too restrictive without technical evaluation and any necessary discussion of the technical aspects of the requirement to ensure mutual understanding between each source and the City;
 - ii. Definite criteria exist for evaluating technical proposals;
 - iii. More than one (1) technically qualified source is expected to be available, and more than one (1) technical solution is considered possible;
 - iv. Sufficient time will be available for use of the two-step method; and
 - v. A firm-fixed-price Contract or a fixed-price Contract with economic price adjustment will be used.
2. The first step requires Offerors to submit technical proposals for evaluation, generally under the procedures for competitively negotiated procurements. In addition to the normal requirements for an IFB, the solicitation requires that:
- i. Unpriced technical offers are requested;
 - ii. The procurement is a two-step sealed bid procurement and that priced bids will be considered in the second step and only from those bidders whose unpriced technical offers are found to be acceptable in the first step;
 - iii. Criteria to be used in evaluating the unpriced technical offers;
 - iv. Potential to conduct oral or written discussions regarding the technical offers, to the extent determined to be necessary;
 - v. Statement that bidders should submit proposals that are acceptable without additional explanation or information and that City may make a final determination regarding the acceptability of the proposals based solely on the basis of the proposals submitted and may proceed with the second step without requesting further information from bidders;
 - vi. Bidders may designate those portions of the technical offers which contain trade secrets or other proprietary data which are to remain confidential; and
 - vii. The item being procured will be furnished generally in accordance with the bidder's technical offer as found to be technically acceptable and will meet the requirements of the solicitation.

3. Any amendments issued prior to the receipt of the technical offers are completed as with a “normal” IFB; however, amendments issued following the receipt of the technical offers are issued only to those bidders who submitted technical offers.
4. Unpriced technical offers are not publicly opened, unless required by state or local law and are typically opened in front of two (2) or more authorized City employees as witnesses. Offers will not be disclosed to unauthorized persons.
5. Proposals are evaluated for technical merit including, if appropriate, discussions with Offerors and requests for revised proposals. The objective of the process is to negotiate one (1) or more technical solutions acceptable to the City. As part of this process, the Project Manager will conduct a responsibility review of each Offeror and resolve any concerns in this area. At the end of this step, the providers of acceptable technical solutions will have been identified, and the proposed solutions negotiated to provide a definition of each which meets the requirements for a sealed-bid specification, although in this case, the specification for each will be different, reflecting the bidder’s technical approach. Any bidder whose technical proposal is determined to be unacceptable to City will be notified of that fact and will not be afforded the opportunity to submit supplemental information to amend its proposal.
6. Based upon the results of Step One, the technical specifications (minimum technical requirements) in Step Two may be revised; however, it may not conflict with the final unpriced proposals. Each Offeror whose technical proposal as negotiated has been found acceptable is invited to submit a sealed bid to provide the goods or services defined in its negotiated technical proposal. The award is based upon the lowest responsive price from a responsible Offeror.

F. Competitive Negotiation (Sealed Proposals)

1. The competitive The competitive negotiation procurement process is conducted through a formal Request for Proposals (RFP). This method of procurement is generally utilized when conditions are not appropriate for the use of sealed bids. This method may be used for acquisition of supplies or services only if the Project Manager determines, in advance, that competitive sealed bidding is not practicable and documents the file accordingly. Architectural and Engineering and related services are procured through a variation of the RFP process, as described below.
2. The competitive negotiation method of procurement is appropriate when the Project Manager determines that the following conditions exist:
 - i. A complete, adequate, and realistic specification or purchase description is not available;

- ii. Two (2) or more responsible Offerors are willing and able to compete effectively for the award;
 - iii. The selection of the successful Offeror requires consideration of factors other than price; and
 - iv. Discussions with Offerors are anticipated to be needed.
- 3. Either a fixed price or cost reimbursable type Contract may be awarded under this process.
- 4. Each RFP will include a description of the factors, other than price, by which proposals will be evaluated. Evaluation factors and sub-factors will be listed in order of their relative importance. For RFPs other than small purchases, technical and pricing proposals are to be submitted in separate volumes.
- 5. The Director of Transportation, in consultation with the Project Manager, will appoint a minimum of three (3) City employees who have knowledge of the procurement's subject matter/technology to participate in the Technical Evaluation Panel (TEP). To the extent feasible, the panel members shall represent different departments within City, and shall not directly report to the same individual. The presence of individuals and their direct supervisor on the same panel is to be avoided to the greatest extent possible. Due to the confidential nature of the evaluation process, and in order to ensure that evaluations are conducted in a fair and impartial manner without bias, impropriety, or appearance of impropriety, no one other than City employees and/or Contractors hired by City will be permitted to serve on a TEP in any capacity. This prohibition against third-party TEP participation includes, but is not limited to City Council Members or political appointees, any person appointed to an outside public agency, and/or any person employed by or otherwise compensated directly or indirectly by an outside public agency.
- 6. Each panel member will be required to disclose any potential conflict of interest and may be excluded by the Director of Procurement on that basis. The evaluation process will be confidential, and each participant is required to sign a confidentiality agreement prior to distribution of the proposals. The Project Manager will chair the TEP but will not vote, except in the event of an unbreakable deadlock. The evaluation process is flexible, depending upon the complexity of the procurement, the number and quality of proposals, and the dollar values involved. The process described below is for a complex, high-value procurement with a substantial number of proposers, to be awarded on a "best value" basis.
- 7. The Project Manager will determine the method to be used to score technical proposals. The most common methods are adjectival ratings and numerical points. Adjectival ratings typically include "Substantially Exceeds Expectations," "Exceeds Expectations," "Acceptable," "Marginal," and "Unacceptable." Numerical scores are typically from 5 to 1, with five (5) representing the highest possible rating. The evaluation criteria identified in the RFP are

evaluated and scored separately. Each score must be supported by a written narrative defining the strengths and weaknesses of that aspect of the proposal. Scoring is to be done on the basis of each individual proposal, and not on a comparative basis. TEP members will not have access to pricing proposals (except for small purchases), to ensure that the judgment is made solely on a technical basis. The initial evaluation and scoring should be completed independently, without discussion with other TEP members and prior to the first TEP meeting.

8. The TEP will review the technical evaluation factors and their relative importance as included in the RFP. In the event of any concerns, the RFP may be amended accordingly. Price will be assigned a weight as an evaluation factor and incorporated into the total evaluation scoring by the Project Manager. DBE participation will not be assigned a weight as an evaluation factor but will be considered as separate factors along with the weighted technical and price factors for award of the Contract.
9. The RFP shall advise proposers whether the award will be made on the basis of “best value” or “technically acceptable, lowest price.” When the Scope of Work or product specification is not precise and allows for a range of quality or performance characteristics in the proposals, the RFP will advise proposers that the award will be made on the basis of the best overall value, defined as the best combination of price and technical performance, not necessarily the lowest price or the highest technical rating. When the Scope of Work or product specification is sufficiently precise, award may be made to the technically acceptable proposal offering the lowest price.
10. The TEP will first evaluate technical proposals in accordance with the technical evaluation factors in the RFP and score the proposals in accordance with the scoring method chosen. Scoring will include a description of the strengths and weaknesses of each proposal identified for each factor.
11. The TEP will meet and review the scoring, and prepare an initial report of the technical strengths, weaknesses, performance risks (if any), and ambiguities in the proposals, and identify any questions or clarifications desired from the proposers.
12. Concurrently with the technical evaluation, the Project Manager will evaluate the price proposals, with assistance from other City departments as appropriate, and prepare a spreadsheet of the prices for the items and services being procured, showing the comparative prices being proposed by line item if applicable.
13. At the end of the evaluation process, the TEP will re-score the proposals, using the same evaluation criteria, and scoring. Based upon the results of the scoring, the panel may:
 - i. Eliminate some of the remaining proposals and conduct further discussions with the rest;

- ii. Determine that all firms are still in the competitive range but that additional discussions are necessary; or
 - iii. Determine that further discussions will not significantly affect the outcome of this procurement.
- 14. The TEP will, in consultation with the Project Manager, identify those proposers whose technical scores, in combination with the proposed price, gives them a reasonable chance of obtaining the award, eliminating those firms whose proposals are either technically deficient or unreasonably priced. These firms will be notified by the Project Manager that they are no longer under consideration. Any firm so rejected cannot be further considered for award. The number of remaining firms can vary depending upon the competitiveness of the proposals; while a group of three (3) to five (5) proposals is considered ideal, care should be taken not to eliminate any proposal otherwise qualified for the sake of an arbitrary number.
- 15. The remaining firms are considered to be in the “competitive range.” The TEP will determine the need and methods of further exploring the quality and pricing on the proposals. The intent of this process is to ensure that each firm’s proposal is revised to conform, to the greatest extent possible, to the needs of the City in the solicitation. These methods may include written questions and answers, and discussions either by telephone or in person. Site visits may also be conducted, if appropriate. Questions and discussions need not be identical for each proposer but should be geared to address the perceived weaknesses of each. In this process, however, care must be taken to avoid giving one proposer information from another proposal, which might give the proposer a competitive advantage.
- 16. If the procurement is based on “best value,” as part of this process, price negotiations may be conducted with firms in the competitive range. In negotiating prices, the Project Manager will lead the discussions, supported by members of the TEP as well as any other resources necessary. Price negotiations cannot be separated from revisions to the technical scope and proposals; as the discussion process refines the scope and each proposer’s approach, the price, and other elements such as schedule and DBE participation may be affected.
- 17. Because the object of negotiations is to reach an agreement, concessions and/or compromises may be appropriate. Concessions should not be treated as giveaways. These are points to be earned by both parties and relinquishment will be made after thorough consideration. It is particularly important that the negotiator takes stock of the strong and weak issues to be presented; and the important and irrelevant, and the major and minor points to concede. “Issues” as used herein, means to recognize how types, quantities, and costs of material, labor, overhead, and other factors were developed and to attempt to reconcile the proposal elements with the prospective Contract requirements.
- 18. The negotiator should recognize that concessions do not necessarily mean City’s or Contractor’s integrity, or intelligence, is being challenged. To the contrary, neither party’s

position is infallible. If possible, give the Contractor a way out (preferably your way). Here is where the total price approach will permit the Contractor to concede to a crucial point without loss of dignity.

19. If award is being considered without conducting negotiations, the Contract file must document that all costs and profit have been analyzed and the price is considered fair and reasonable.
20. When the TEP reaches a determination that further discussions are not likely to significantly affect the outcome of the procurement, the Project Manager will request each remaining proposer to submit a Best and Final Offer (BAFO), incorporating all revisions developed during the evaluation process. BAFOs may involve a complete resubmittal of both the technical and pricing proposals, suitably revised, or resubmittal of certain sections. When the intent is to incorporate the BAFO into the final Contract, a complete resubmittal should be required. BAFOs must be submitted on an equal basis, giving each proposer the same amount of time to prepare, and with a common date and time for receipt. Failure to submit a BAFO by the time identified shall render a proposal non-responsive unless it is the only BAFO submitted.
21. Following receipt of the BAFOs, the TEP will conduct a final scoring and determine the firm to be recommended for award, ensuring that the BAFO is in all respects acceptable. In rare instances, the TEP may ask the Project Manager to request revisions to the BAFO. The TEP will prepare a final evaluation report that:
 - i. Describes the technical strengths, weaknesses, and risks (if any) of the proposals in accordance with the technical evaluation criteria;
 - ii. Evaluates the proposals' estimated costs for reasonableness (for cost type Contracts); or prices offered (for fixed price Contracts), and
 - iii. Recommends the "best value" offer (that proposal which offers the best combination of technical merit/performance and pricing.).
22. The TEP will submit its report to the Project Manager, who shall either accept it or return it to the TEP whether it is considered inadequate or not in accordance with the processes and outcome of the solicitation.
23. For negotiated procurements awarded on a "technically acceptable, lowest price" basis, the technical evaluation only identifies those firms whose technical proposals, after discussions, meet the requirements of the solicitation. The award is made to the firm whose technically acceptable proposal is offered at the lowest price.

24. The Project Manager will prepare a summary of the solicitation process, including a record of the negotiation process. This document, together with a copy of all proposals and related documentation, is to be kept in the official Contract file.

G. Architectural and Engineering and Other Professional Services

1. City will use qualification-based competitive proposal procedures based on the Brooks Act, 40 U.S.C. Ch. 11, and 49 U.S.C. § 5325(b), when contracting for architectural and engineering (A&E) related services as defined in the Brooks Act and FTA C4220.1F, or its successor.
2. The Brooks Act requires that:
 - i. An Offeror's technical qualifications be evaluated;
 - ii. Price be excluded as an evaluation factor;
 - iii. A pricing proposal be requested from, and negotiations be conducted with, only the most technically qualified Offeror; and
 - iv. Failing agreement on price, the proposal must be rejected, and negotiations conducted with the next most qualified Offeror, until a Contract award can be made to the most qualified Offeror whose price is fair and reasonable; if the pool of qualified Offerors is exhausted without an agreement, the solicitation must be canceled.
3. The Brooks Act “qualifications-based” procurement method can only be used for the procurement of A&E services in relation to an intended construction project, which is defined to include program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, and related services, where any amount of Federal funds is utilized. This method of procurement cannot be used to obtain other types of services even though a firm that provides A&E services is also a potential source to perform other types of services.
4. When no Federal funds are involved in funding a procurement for professional services the City will comply with the requirements of the State of California, which defines a process similar to the Brooks Act to be used for all professional service procurements.

H. Non-Competitive Procurements

- VII. Non-competitive competitive, or sole source procurements are accomplished through solicitation and acceptance of a proposal from only one (1) source. A Contract amendment or change order that is not within the scope of the original Contract is considered a sole source procurement that must comply with this Section. Guidance as to what is “within the scope”

of a Contract may be found in the FTA BPPM, Section 5.1 – Contract Changes. “Tag-ons” are defined by the FTA as additions to the Scope of Work or deliverable items that were not included in the original Contract competition, and which must be treated as sole source additions to the Contract. Tag-ons are not to be treated as changes within the scope of the Contract. Notification of non-competitive procurements exceeding the small purchase threshold will be published on the City website.

- VIII. Procurement by non-competitive proposals may be used when only one (1) source is practicably available, and the award of a Contract is infeasible under competitive small purchase procedures, sealed bids, or proposals and at least one of the circumstances identified in Section VI (D), Non-Competitive Proposals (Part A – Policy) applies.
- IX. Receipt of a single responsive and responsible bid or proposal is not, by itself, conclusive evidence that competition was inadequate. The Project Manager must determine if there was a perception of competition which would affect the bid or proposal. Under these circumstances, award is not considered a sole source. The Project Manager, however, must investigate the reason no other bids or proposals were received; verify that the specification was not unduly restrictive, and that the solicitation cannot be modified in a manner that would result in greater competition; and document the file accordingly.
- X. The Contract file must include a sole source justification, with a final determination signed by the Porterville City Council explaining the reasons for the award on a non-competitive basis. This determination must include a full description of the circumstances, including documentation of efforts to obtain competition, where appropriate.
- XI. The City may establish and maintain a listing of sole source items not requiring justification for each purchase, providing (i) that written verification is obtained from the supplier or other authoritative source not less frequently than annually; and (ii) such list is published in a manner readily available to industry suppliers not less frequently than annually, with an invitation for prospective suppliers of competing items to notify the City of their availability.
- XII. For each sole source award above the small purchase limit, the City shall, pursuant to State of California law, issue a written notice stating that only one (1) source was determined to be practicably available, identifying that which is being procured, the Contractor selected, and the date on which the Contract was or will be awarded. This notice will be posted in a designated public area (City’s website) or may be published in a newspaper of general circulation on the day the public body awards or announces its decision to award the Contract, whichever occurs first. Public notice may also be published on the City’s central electronic procurement website and other appropriate websites.
- XIII. Unless price reasonableness can be determined, a cost analysis must be performed for each sole source Contract award exceeding \$10,000. Sole source solicitations for materials and equipment should contain a solicitation clause and a contractual requirement that the

Contractor certify that the prices offered are no higher than those charged other customers for items of similar quality and quantity.

I. Emergency Procurements

1. The Porterville City Council may authorize the award of Contracts or Contract modifications exceeding the threshold for approval in emergency situations.
2. The existence of an emergency condition creates an immediate need for supplies, services, or construction which cannot be met through normal procurement methods, and the lack of which would seriously threaten either the health or safety of any person, the preservation or protection of property, or the continuation of necessary City functions. For example:
 - i. When emergency action is required to prevent loss of life, damage to property, a threat to public safety or the environment, or the disruption of transit service or other essential functions of the City.
 - ii. Where an emergency has been declared by local, state, or national officials affecting the City's service area, directly or indirectly, or a request for waiver of regulatory requirements has been entered on FTA's Emergency Docket.
 - iii. In cases where a delay in approving a Contract Modification will cause the City to incur substantial additional costs (by delaying a Contractor, for example) or potential liabilities.
3. In such cases, the individual identifying the emergency shall notify the City Manager and the City Council, with a copy to the Director of Transportation, as soon as possible. The Director of Transportation shall notify the City Manager whether there is any active Contract under which the Work might be performed, or whether the City has had previous satisfactory experience with one (1) or more Contractors capable of performing the Work. At the direction of the City Council, the Director of Transportation, in consultation with the Project Manager for the emergency, shall issue a Notice to Proceed to the appropriate Contractor on a not-to-exceed price basis, and will solicit quotes, proposals, or bids to complete the Work at the earliest feasible time.
 - i. Public Notification. The Project Manager is not required to publicize the solicitation of a procurement made on an emergency basis.
 - ii. Source Selection Method. The procedure used will be selected to ensure that the required goods, service, or construction are procured in time to meet the emergency. Any procurement conducted will provide for full and open competition. The Project Manager will attempt to solicit bids or proposals from as many potential Contractors as possible under the emergency condition.

- iii. Request for Proposals. The Project Manager may use either a written or a verbal request to solicit proposals for an emergency procurement. Written requests will be clear and concise, and only contain the data and information necessary for providing a proposal.
 - iv. Negotiation Procedures. The Project Manager will comply with the applicable negotiation procedures contained herein.
 - v. Contract Requirements. The Project Manager will ensure that each emergency procurement Contract contains the required clauses and representations and certifications, in accordance with the requirements of these procedures.
 - vi. Record of Procurement. The Project Manager will ensure that proper records of emergency procurements are maintained.
4. Any action under this Section will be supported by written documentation identifying the reasons for the action and the measures taken and will be subject to confirmation by the City Council. Wherever possible, at least two (2) bids will be solicited when emergencies preclude more extensive competition.

J. Options

1. An option is a unilateral right in a Contract by which, for a specified time, City may elect to purchase additional or alternative equipment, supplies, or services called for by the solicitation and/or Contract or may elect to extend the term of the Contract. The use of options must be limited to quantities of goods or services that are reasonably anticipated to be required by the City during the term of the Contract; options may not be included solely with the intent of assigning them to another entity in the future; however, Contracts may include a provision allowing assignment to other agencies in the event of a change in the City's anticipated requirements, in accordance with FTA regulations and guidance.
2. The option quantities or periods must be defined in the solicitation; contained in the offer upon which a Contract is awarded; and evaluated as part of the initial award process (i.e., the options must be evaluated in combination with bid prices for the base quantity to determine the low bidder). When an option has not been evaluated to determine the low bidder for award of the Contract, exercise of the option will be considered a sole source procurement and must be justified as such.
3. The exercise of an option must be in accordance with the terms and conditions of the option as stated in the initial Contract, and an option may not be exercised unless it is determined and documented that the option price is better than prices available in the market or that the

option is the more advantageous offer at the time the option is exercised, cost and other factors considered.

4. If sequential options (e.g., a series of one-year extensions) exist, the failure to timely and properly exercise any option will void all subsequent options.
5. The City may not exercise an option in Contracts of other public agencies (“piggybacking”) unless it has determined that the option price is better than prices available in the market, or that when it intends to exercise the option, the option is more advantageous, in accordance with FTA regulations and guidance. This process requires the following to be maintained in the official Contract file:
 - i. A documented determination that the Contract prices remain fair and reasonable at the time the piggybacking takes place.
 - ii. A documented verification that the Contract containing the option was procured in accordance with all FTA requirements, including obtaining copies of the relevant documents from the procuring agency.
6. A separate Contract or purchase order should be entered into between the vendor and the City.
7. Where purchases are made from state or local purchasing schedules or Contracts which do not include all FTA requirements, the necessary Contract terms and representations and certifications may be added by agreement of the parties. Likewise, any Contract terms may be modified to reflect Virginia law or the City’s requirements. State of California requirements. However, the Contract may not be modified to substantively change the product or services being acquired.

K. Time and Material Contracts

A Time and Material Contract, or change order, is one in which a clear scope cannot be defined, due to unknown conditions or circumstances affecting the Work. Typically, this will involve an emergency situation. Since such Contracts provide no incentive for the Contractor to work efficiently or in a cost-effective manner, their use is restricted to situations in which no other type of Contract is suitable. Before entering into such a Contract, the Project Manager must prepare a written justification/documented determination that no other type of Contract is feasible. Such Contracts will specify a not-to-exceed ceiling price (a limitation of funding) that the Contractor will not exceed except at its own risk, to control cost liability. The Project Manager must also verify that the Contractor’s accounting system is adequate to properly segregate and bill costs. The Project Manager is required to provide thorough oversight to verify the amount of Work performed and materials used. The official Contract file must also include documented price negotiations, which is to formalize the negotiated price, by change order to the time and material

award. Every effort should be made to limit the scope of a Time and Materials Contract or change order until another type of Contract or change order can be established.

L. Cost Reimbursement Contracts

There are two (2) types of cost-reimbursement Contracts: Cost-Plus Fixed Fee and Cost-Plus Percentage of Costs. The second of these is prohibited by Federal regulation.

Prior to the use of a cost-type Contract, the Project Manager will make a determination that the Contractor's accounting system is adequate to properly segregate and bill costs, and also adequate to allocate indirect costs in accordance with generally accepted accounting principles. In no event should fixed indirect cost rates that are not subject to audit and adjustment be used in a cost-type Contract. Provisional indirect billing rates may be used but must be subject to later audit and adjustment.

1. A Cost-Plus Fixed Fee Contract provides that the Contractor will be reimbursed for its labor and material costs and for its direct expenses, plus a fixed fee for profit that is paid regardless of any overrun or underrun of the total costs established at time of Contract award. The intent is to provide the Contractor with an incentive to work as efficiently as possible in order that the fee will represent a higher percentage of its costs. This type of Contract may also provide for other types of fees as incentives for improved performance.
2. Cost Plus Percentage of Cost Contracts are structured with payment provisions based on the incurrence and payment of actual costs, such as direct labor, with a fixed markup on the actual costs incurred for profit, indirect costs, or both, and are prohibited by Federal statute and will not be used.

M. Construction Contracts for Publicly Funded Buildings

All construction Contracts, defined as Contracts for building, altering, repairing, improving, or demolishing any structure, building, or highway, and any draining, dredging, excavation, grading, or similar work upon real property must be obtained by sealed bidding.

N. Design-Build

Design-build refers to a procurement for design and construction simultaneously with Contract award to a single Contractor, which may be a joint venture that will be responsible for both the project's design and construction. Additional elements, such as financing or maintaining the project may also be included. Pursuant to FTA requirements, a design-build Contract will be procured in accordance with the procedures for design or construction, whichever has the greatest portion of the overall project value. Design build projects must also comply with State of California requirements.

O. Rolling Stock

1. Open Market

City may only issue solicitations for its current and reasonably expected rolling stock needs. Under no circumstances will City add quantities or options to party rolling stock Contracts solely for the purpose of permitting assignment to another party at a later date.

City may enter into a multi-year Contract to procure revenue rolling stock with a period of performance not exceeding five (5) years for bus procurements inclusive of options, extensions, or renewals. The option(s) must be exercised no later than five (5) years after the date of the original Contract.

2. State Cooperative Purchasing Contracts

Under Section 3019 of the FAST Act, City may purchase rolling stock and related equipment from a State cooperative procurement Contract. A “cooperative procurement Contract” means a Contract entered into between a state government or eligible nonprofit entities and one (1) or more vendors under which the vendors agree to provide an option to purchase rolling stock and related equipment to multiple participants. The Contract term for a cooperative procurement Contract may be for an initial term of not more than two (2) years and may include three (3) optional extensions of one (1) year each. The lead procurement agency or lead nonprofit entity in such a procurement may charge participants in the Contract no more than one percent (1%) of the total value of the Contract.

Under prior law, the FTA referred to these types of State Contracts as “State purchasing schedules” and, as such, were only available to California cities. Under the FAST Act, City may purchase rolling stock and related equipment from any State’s cooperative procurement Contract or schedule.

State cooperative purchasing Contracts or state schedules are subject to federal requirements, including, but not limited to, full and open competition, no geographic preferences, Buy America, and bus testing, and must include all FTA required clauses and certifications with its purchase orders issued under the State Contract. Pursuant to Section 3019 of the FAST Act, CITY may purchase from another State’s schedule.

3. Capital Lease

Federal funds may be used to lease instead of buying rolling stock, and leases are considered third-party Contracts. Notably, Buy America requirements apply to capital leases. The FAST Act made several changes to Federal transit law as it relates to capital leases; City must reach out to the FTA regional office for assistance if contemplating a capital lease of rolling stock.

4. Joint Procurement

A joint procurement does not permit non-parties to participate in the Contract except through the assignment of options. Joint procurements offer the advantage of obtaining goods and services that better meet the needs of each participating recipient than those goods and services likely to be available through an assignment of another recipient’s Contract rights.

Joint procurements must be tailored to the specific quantities that participants anticipate needing and may not inflate the maximum quantity of vehicles so that others may “piggyback” on the

Contract later. At a minimum, the maximum quantity available under the Contract should bear a reasonable relationship to City's number of peak service vehicles.

The parties to a joint procurement can agree to share responsibility for different portions of the process, e.g., one party may prepare the technical specification, and another prepares and conducts the solicitation process. As stated in the FTA C4220.1F, "Participation in a joint procurement, however, does not relieve any participating recipient from the requirements and responsibilities it would have if it were procuring the property or services itself, and does not relinquish responsibility for the actions of other participants merely because the primary administrative responsibility for a particular action resides in an entity other than in itself. All elements of the procurement should be subject to the review and approval of all participants. Each participant should have the right to take part in the evaluation and selection process."

Notwithstanding the single Contract award nature of a joint procurement, purchasers in a joint procurement may award individual Contracts for their needs as long as those Contracts reflect the terms and conditions in the joint procurement competitive solicitation and the proposal that was submitted by the winning Contractor. One approach that has been used for joint bus procurements is for the lead agency to award the basic Contract with pricing, specifications, terms, and conditions, etc., and then to have the participating agencies issue individual purchase orders against the basic Contract as funding becomes available to the agencies during the life of the Contract. The purchase orders would reflect the basic Contract unit prices and reference the basic Contract for other terms and conditions.

5. Exercise of Options

City may use its own Contract options with the following limitations:

- i. Consistency with the Underlying Contract.
- ii. Price.
- iii. Awards Treated as Sole Source Procurements.

6. Acquisition Through Assigned Contract Rights/Piggybacking

It may be useful to acquire Contract options through assignment by another recipient. This practice is commonly referred to as "piggybacking." City may use the contractual rights through assignment after determining:

- i. That the original Contract price remains fair and reasonable;
- ii. That the original Contract provisions comply with all applicable Federal requirements; and
- iii. That the assigning recipient originally procured quantities necessary for their needs (i.e., they did not procure unreasonably large quantities).

Prior to proceeding with the assignment, City must review the original Contract to ensure that the quantities the assigning recipient acquired, together with the quantities that City is seeking, does not exceed the amounts available under the assigning recipient's Contract. It is not necessary for City to perform a second price analysis if one was performed for the original Contract; however, City must determine whether the Contract price or prices that were established under the original agreement are still fair and reasonable. Additionally, City is responsible for ensuring that the Contractor complies with FTA's Buy America requirements for the assigned quantities.

7. Special Contract Provisions for Rolling Stock

City will comply with the requirements of FTA C4220.1F, Chapter IV, Section 2.e., Rolling Stock – Special Requirements when procuring rolling stock. Special requirements include compliance with the following:

- i. Accessibility
- ii. Minimum useful life
- iii. Spare ratios
- iv. Air-pollution and fuel economy
- v. Pre-award Review and Post Delivery Review, to ensure compliance with Buy America Act requirements
- vi. Transit Vehicle Manufacturer Compliance with DBE requirements
- vii. Purchaser's Requirements certifications
- viii. Federal Motor Vehicle Safety Standards (FMVSS) certifications
- ix. On-Site Inspectors Report

P. Information Technology

IT refers to all items referenced in the aforementioned definition of Information Technology to include, but not limited to, the following:

- 1. Computers
- 2. Computer hardware and accessories
- 3. Software
- 4. Digital equipment/media

5. Telecommunications devices used to retrieve, store, digitize, or transmit information

All IT procurements are to be requisitioned, approved, and maintained by the Technology Department. All procurements that contain any IT components must be reviewed by the Technology Department.

Q. Safety

The Risk Manager performs reviews of procurement specifications, design for facilities, equipment, or systems, which may affect the safety of employees and customers of the City system. The review is performed to assure the incorporation of all safety requirements, specifications, codes/standards and design reviews into Contract specifications and designs, and to access compliance with safety requirements through the testing and/or inspection of the facility, equipment, or systems. All procurements that contain safety or security related requirements must be reviewed by the Risk Manager or designee.

R. Security

Staff assigned to Security will perform security reviews of procurement specifications, design for facilities, equipment, or systems, which may affect the security of employees and customers of the City system. The review is performed to assure the incorporation of all necessary requirements, specifications, codes/standards, and design reviews into Contract specifications and designs, and to access compliance with requirements through the testing and/or inspection of the facility, equipment, or systems. All procurements that contain security related requirements must be reviewed by the respective Security Manager or designee.

VIII. Bonding Requirements

A. Construction

The City shall require bid, performance, and payment bonds in compliance with the following:

1. Requirements for construction-related procurements as defined in 2 CFR § 200.326 if federal funds are involved, or
2. California State Law if no federal funds are involved.

FTA requires, for all construction Contracts in excess of the federal Simplified Acquisition Threshold (currently \$250,000), that the Contractor provide a bid bond equal to five percent (5%) of the bid amount; a performance bond for 100% of the Contract price; and a payment bond for 100% of the Contract price.

B. Non-Construction

For non-construction Contracts, bonding requirements are discouraged except where applicable law or regulation provides for such bonding, or the City determines that such a requirement is necessary as part of the overall risk management plan for a project. The types and amounts of bonds should be determined by agreement among the Project Manager and the Risk Manager. In making such a

determination, consideration should be given to the additional project costs to be expected, and the potential effect of limiting the vendor pool.

To the extent permitted by applicable law and regulation, the City may permit substitution of a letter of credit, cashier's check, or other form of irrevocable security in lieu of a bond.

No bond may be required unless the requirement is specifically identified in the solicitation document.

A claimant who has a direct contractual relationship with a Contractor and has performed labor or furnished material in accordance with the Contract documents but has not been paid in full before ninety (90) days after performing the Work may bring an action on the payment bond to recover any amount due him for labor or material.

A claimant who has a direct contractual relationship with a Subcontractor but has no contractual relationship with the Contractor may bring an action on the Contractor's payment bond only if he has given written notice to the Contractor within ninety (90) days from the day the claimant.

IX. Payment Provisions

A. Advance Payments

The use of FTA funds for payments in advance of the incurrence of costs by the Contractor is generally prohibited, without prior written approval from FTA. The FTA does permit advance payments from FTA funds for those purchases where advance payment is customary in the commercial marketplace such as public utility connections and services, subscriptions to publications, software licenses, construction mobilization costs and transportation, and rents. FTA approval of such advance payments is required when the amount exceeds \$100,000. The City should not make advance payments using other funds (including local match funds) except where it is customary in the industry or there are sound business reasons (e.g., to enable a more cost-effective pricing structure) for doing so; in the latter case, the file shall be documented to fully justify the advance payment. In making this determination, consideration should be given to factors such as the additional cost of requiring a vendor to fund the purchase of costly equipment and materials for a custom-built piece of equipment, and the potential for restricting competition.

B. Progress Payments

Progress payments are to be made only for costs incurred and value received in the performance of the Contract. "Value received" requires that the City must obtain title or other adequate security interest in the items paid for in the progress payment, through a bill of sale, a documented security interest sufficient to establish ownership and exclude the items from any bankruptcy or other seizure of assets. In the case of studies or design Contracts, this requirement may be satisfied by receipt and acceptance of a preliminary or final document. A Contract involving progress payments must specify that all documents, designs, working papers and other materials for which a progress payment is made, complete or incomplete, become the property of CITY. Progress payments for construction Contracts may be made on a percentage of completion basis; however, this method may not be used for non-construction Contracts.

X. Liquidated Damages**A. Risk Management**

The City shall determine whether to use, or not to use, a liquidated damages provision for a specific procurement, as part of an overall risk management program. The primary consideration in this determination is whether or not the City will incur a calculable economic loss should the Work not be timely completed.

B. Calculation

The amount of liquidated damages must be reasonably calculated to reflect anticipated economic damages that the City might suffer should the standards not be met or as the result of an inadequacy or delay in Contract performance. Such damages must be of a type that would not be readily calculated in advance of the solicitation, or which cannot be addressed by other reasonable risk management measures. In determining the amount of liquidated damages, consideration must be given to the potential cost impact on the procurement, and on the potential for limiting competition.

C. Measurement

Liquidated damages may be imposed for an entire Contract or for a readily identifiable milestone or deliverable, and the measurement period may be other than a day, where appropriate.

D. Solicitation Requirements

If it is determined that a liquidated damages provision will be included, the solicitation will identify, with specificity, the circumstances in which the liquidated damages will be imposed and the rate to be charged. The file shall document the derivation of the rate of assessment and ensure it is reasonable, proper, and not arbitrary or punitive.

E. Disposition of Recovered Amounts

All liquidated damages recovered under an FTA funded Contract will be credited to the project unless the FTA agrees otherwise. Liquidated damages on a non-FTA funded project may be applied as the City may determine it to be in its best interests.

XI. Receipt and Evaluation of Bids and Proposals**A. Sealed Bids**

Sealed bids must be received prior to the exact time specified in the IFB. Late bids are not acceptable and should be returned to the bidder unopened. Prior to the time set for receipt of bids, the Project manager should check the mailroom and storeroom to ensure that no bids have been delivered there and should be at the place designated for receipt of bids (usually the building lobby), not less than five (5) minutes prior to the deadline. The envelope of each bid received should be stamped with the date and time of receipt, to verify timeliness. Bids shall be publicly opened, and the bid prices read. Each bid should be recorded in writing, including the name of the bidder and the bid price. Bid opening results shall be maintained in the official solicitation/Contract file. Bids are public documents and

bidders have the right to examine the bids of other parties after the bid opening. This should be done in a controlled environment, and not in the place of bid opening.

B. Competitive Proposals

Proposals must be received prior to the exact time specified in the RFP, and the Project Manager should follow the same procedure as for sealed bids prior to the deadline for receipt. However, proposals are not publicly opened. A list of proposals shall be made, including the name of the proposer and the number of copies received. Proposals shall be maintained in the official solicitation file.

C. Responsiveness Review

Both bids and proposals are subject to requirements of responsiveness. This review is conducted by the Project Manager. Usually, the requirement of responsiveness for a bid is more complex than for a proposal. This is because a bid is “locked in” at the time of receipt, and proposals are subject to discussions and negotiations. As a result, many items required with a sealed bid need not be submitted with a proposal. Responsiveness looks at the submittal as of the time it was received, and an Offeror cannot later correct a deficiency. Any defect in an area of responsiveness requires the rejection of the bid or proposal. As a result, the Project Manager should ensure that only items essential to the award be specified as matters of responsibility. The submittal of product samples, for example, is usually better treated as a matter of responsibility. The most usual matters of responsiveness include timeliness of receipt, proper signatures for a commitment by the Offeror to provide the items solicited, required DBE submittals, and where required, bid bonds. Proper completion of the pricing form is a matter of responsiveness for sealed bids; any exception to the terms and conditions of an IFB renders a bid non-responsive.

D. Responsibility Review

A Contractor’s responsibility involves an evaluation of its ability to perform the specified Work, in all respects. This evaluation considers the following:

1. Technical Capacity. Have the necessary organization, experience, accounting and operational controls, and technical skills or the ability to obtain them in order to perform the project successfully within the allocated time. This evaluation looks at the Contractor’s staffing, management systems, equipment, and ability to accurately track costs and submit proper invoices. Possession of any required licenses should also be verified.
2. Financial Resources. Have the necessary capital to finance the Contract performance. This evaluation looks at the Contractor’s financial statements, banking relationships, and financial and credit history. Prior financial difficulties or even bankruptcies do not necessarily render a Contractor non-responsible, but to require a deeper look at its current financial situation.
3. Past Performance. A record of satisfactory performance on prior Contracts of a similar size and nature. References should be checked, and owners on Contracts not listed as references contacted if available. Any prior default or other failure to complete a Contract should be

investigated. Any prior material default of a previous Contract with CITY may result in the elimination of the Offeror from further consideration.

4. Integrity and Ethics. Compliance with applicable laws and regulations, including affirmative action and DBE requirements, and other public policies. Any debarment or suspension at the federal or state level should be investigated; CITY will not award a Contract to a firm currently debarred or suspended by the federal government or the State of California. The file for every procurement above \$25,000 will include documentation that the awardee is not listed on the U.S. Government's SAM as of a date not more than two (2) weeks prior to the award recommendation decision.

The responsibility review for an RFP is usually part of the proposal evaluation process. The review of a sealed bid usually requires involvement by other CITY functions, often including the Project Manager, Risk Management, DBE, and Finance. Responsibility must be determined affirmatively; if there is a reasonable doubt, the Contractor should be found non-responsible. Responsibility involves subjective judgment and the evaluation of past events; therefore, the Contractor should be afforded an opportunity to refute any potential non-responsibility issues or to explain corrective actions it has taken. The final determination of responsibility is made by the Project Manager

E. File Content

The solicitation (RFPs/IFBs) file will include reasonable and adequate documentation of the procurement. File documentation should be proportional to the size and complexity of the procurement. See the Procurement Checklist (Appendix B) for a listing of required file contents.

XII. Contract Cost and Price Analysis

A. Requirement

The City must perform a cost or price analysis in connection with every procurement action in excess of \$10,000, including Contract modifications. The method and degree of analysis is dependent on the facts and circumstances of the procurement, but as a starting point, an Independent Cost Estimate must be developed prior to receiving bids or proposals.

B. Independent Cost Estimate

Any cost or price analysis must be based on an independent cost estimate, which should be developed before a solicitation is issued, but in no event after the receipt of bids or proposals. For Contract modifications, the independent estimate must be prepared without knowledge of the Contractor's proposed pricing.

C. Cost Analysis

A cost analysis must be performed when the Offeror is required to submit the elements of the estimated cost (i.e., labor hours, overhead, materials, etc.). The FTA Pricing Guide for Grantees also

discusses the steps that must be taken to perform a cost analysis and provides guidance as to when to use the cost versus price analysis method.

1. A cost analysis will be necessary when adequate price competition is lacking, including sole source procurements, Contract modifications, and change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or on the basis of prices set by law or regulation. Where change orders involve items for which unit prices are included in the Contract, a cost analysis is not required.
2. Profit is to be negotiated as a separate element of the price for each Contract in which there is no price competition and, in all cases, where a cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the Work to be performed, the risk borne by the Contractor, the Contractor's investment, the amount of subcontracting, and industry profit rates in the surrounding geographical area for similar work.
3. Costs or prices based on estimated costs for Contracts will be allowable only to the extent that costs incurred, or cost estimates included in negotiated prices are consistent with Federal cost principles.

D. Price Analysis

The FTA Pricing Guide for FTA Grantees is a valuable tool for the performance of price analysis to determine the reasonableness and the realism of prices offered by vendors, Contractors, etc. The Guide describes six (6) price analysis techniques that may be utilized depending on the circumstances of the particular procurement. The accepted forms of price analysis techniques are described below.

1. Adequate Price Competition

In order to have adequate price competition, the following conditions must be present:

- i. At least two (2) responsible Offerors respond to a solicitation;
- ii. Each Offeror is able to satisfy the requirements of the solicitation;
- iii. The Offerors independently contend for the Contract that is to be awarded to the responsive and responsible Offeror submitting the lowest evaluated price; and
- iv. Each Offeror must submit priced offers responsive to the express requirements of the solicitation.

If the four (4) conditions above are met, price competition is adequate unless one of the following is present:

- i. The solicitation was made under conditions that unreasonably deny one or more known and qualified offers an opportunity to compete;
- ii. The low competitor has such an advantage over other competitors that it is practically immune to the stimulus of competition; or The lowest final price is not reasonable, and this finding can be supported by facts.

2. Prices Set by Law or Regulation are Fair and Reasonable

A copy of the rate schedules set by the applicable law or regulation should be acquired. Once these schedules are obtained, they must be verified that the schedules apply to the situation and that it reflects the correct price.

3. Established Catalog Prices

The idea behind catalog prices is that a commercial demand exists, and suppliers have been developed to meet that demand. The goal is to ensure that the City is getting at least the same price as other buyers in the market for these items and ensure that the catalog is not simply an internal pricing document. A copy of the document, or at least the page on which the price appears, should be requested. Established catalog prices require the following conditions to be present:

- i. Established catalog prices exist.;
- ii. The items are commercial in nature;
- iii. They are sold in substantial quantities; and
- iv. They are sold to the general public.

4. Established Market Prices

Established market prices are based on the same principle as catalog prices except there is no catalog. A market price is a current price established in the usual or ordinary course of business between buyers and sellers free to bargain. These prices must be verified by buyers and sellers who are independent of the Offeror. If the names of other commercial buyers and sellers are unknown, it may obtain this information from the Offeror.

5. Comparison to Previous Purchases

Changes in quantity, quality, delivery schedules, the economy, and inclusion of nonrecurring costs such as design, capital equipment, etc. can cause price variations. Each differing situation must be analyzed and ensured that the previous price was fair and reasonable. This determination will be based upon a physical review of the documentation contained in the previous files.

6. Comparison to a Valid Independent Cost Estimate

The facts, assumptions, and judgments used by the estimator must be verified. The estimator should provide the method and data used in developing the independent cost estimate. For example: Did prices come from current catalogs or industry standards? The Project Manager should feel comfortable with the estimate before relying on it as a basis for determining a price to be fair and reasonable.

7. Value Analysis

This method requires the Project Manager to look at the item and the function it performs so the worth can be determined. The decision of price reasonableness remains with the Project Manager; however, parties requiring value-added activity should be consulted for their expertise, and they should participate in making the decision.

XIII. Contract Approval Requirements

A. City Council Approval

All Contracts for goods or professional and non-professional services in excess of \$5,000 must be approved by the City Council. The City may, where circumstances are appropriate, make such authorization in advance of a procurement, provided that a maximum dollar value is specified.

B. Other

Micro-purchases, up to \$5,000, are generally awarded via system generated purchase orders, and shall be awarded in accordance with procurement policy and procedures. Departmental and budget approvals for micro-purchases are electronic through the financial software system. After completion of the system approvals, purchase orders shall be signed by the Buyer prior to issuance.

C. Execution

1. All Contracts, Contract modifications, and other documents binding or committing the City in relation to a contractual action (binding documents) shall be signed by the Contractor prior to execution by City, unless specifically approved by the City Council.
2. All Contracts, modifications, change orders, termination notices, claim settlements, and other binding documents relating to a Contract other than notices to proceed be signed by the Mayor, after such preliminary approvals as he or she may direct.
3. Signatures on all documents shall be manual, in ink.

XIV. Contract Award Announcements

Announcement of Contract awards will be made as stated in the solicitation. Awards utilizing Federal funds will be made in accordance with FTA requirements and award notifications will also be posted to City's webpage.

XV. Sound and Complete Agreement

All Contracts require approval in accordance with Section XII, Contract Approval Requirements.

All Contracts will include provisions to define a sound and complete agreement, appropriate to the type and complexity of the project, as described in Part A, Section XIII, Sound and Complete Agreement. At a minimum, these include a well-defined statement of work or specification, delivery schedule, a defined Contract term, a clear statement of the price and payment terms, and all applicable clauses required by federal, state, or local laws and regulations. Contracts will not incorporate options, except to the extent that options for additional or alternative goods or services are incorporated in the Contract award, and clauses stating the City's right to exercise options for additional terms, including any pricing or other definitions of each such option. Contracts will be prepared by the City staff, and reviewed and approved by City Council prior to issuance, ensuring that the standard terms and conditions applicable to the type of Contract and any other terms specified were incorporated as a result of a bid package or negotiated as part of an RFP process. City will not accept vendor Contract forms, except under unusual conditions and with the prior approval of the Director of Procurement.

XVI. Contract Provisions

All Contracts above the small purchase limit shall include all applicable clauses required by federal, state, or local laws and regulations. Such clauses shall include a disputes clause, and the right of the City to terminate the Contract for breach or default of the Contractor, and to terminate the Contract for the convenience of the City, without liability. Not all clauses apply to every Contract. The applicability of clauses depends on the size and type of Contract. Contracts or purchase orders should be tailored and only the clauses applicable to the specific procurement should be included. Including clauses not applicable to the procurement may restrict competition or result in higher Contract pricing than necessary. Contracts must include all applicable clauses.

XVII. Disadvantaged Business Enterprise

In accordance with the City's Disadvantaged Business Enterprise Policy, and to the extent authorized by applicable federal laws, regulations, or requirements, DBE firms will have an opportunity to participate in awards of Contracts and Subcontracts. The DBE officer will be involved in the planning of solicitations over \$25,000, in terms of both goal setting and outreach to the DBE community. The Project Manager will assist the DBE officer in identifying opportunities for DBE participation, and in potential DBE firms.

XVIII. Contract Administration Functions

The contract administration process is vital to the integrity of the procurement system, which requires that goods and services be provided, invoiced, and paid in the manner prescribed in the Contract. Contract administration ensures that the Contractor performs in accordance with the terms, conditions, and specifications of the Contract. The Contract solicitation phase begins at planning and is concluded at award. The administration phase of the procurement process begins at the award and

is concluded at the completion of the warranty period for the equipment, goods, and services procured. The Project Manager maintains primary contractual responsibility, as part of the procurement function, with the assistance of the Director of Transportation, and as necessary, other departments. Based on the size and complexity of the Contract, routine meetings and correspondence between the Director of Transportation and the Project Manager is essential to the success of the project.

A. Contract Solicitation

Contract solicitation is the pre-award administration of the procurement action to ensure compliance with FTA guidelines and CITY procurement policy.

B. Solicitation File Documentation

The documentation contained in the solicitation file will be maintained by the Project Manager. The purpose is to record the pre-award actions taken and to document the decisions made, and the rationale for, matters which may arise from or result in controversy or dispute. The Transportation Department maintains the official solicitation file, including all official documents relating to the administration of the solicitation process, evaluation of bids and proposals, as well as appropriate internal documentation and analyses supporting the formal correspondence and official documents.

For the procurement of rolling stock, it will comply with 49 U.S.C. § 5325 (Contract Requirements), 49 U.S.C. § 5323(j) (Buy America Requirements), 49 U.S.C. § 5323(m) (Pre- Award and Post Delivery Requirements), 49 U.S.C. § 5318(e) (Bus Testing Requirements, 49 U.S.C. § 5323(u) (Limitation on Certain Rolling Stock Procurements), and their impending regulations.

C. Contract Administration

Contract administration is the post-award administration of the Contract to ensure compliance with the terms of the Contract by both the Contractor and the City.

D. Contract Administration File Documentation

The documentation contained in the Contract file will be maintained by, or on behalf of the Project Manager. The purpose is to record the post-award actions taken by the contracting parties in relation to the requirements of the Contract and to document the decisions made, and the rationale for, matters which may arise from or result in controversy or dispute.

Each department involved in the performance of a Contract will maintain departmental files relating to the Contract, reflecting its involvement with the administration of the Contract. For matters relating to Contract administration, the Transportation Department will maintain the official file including all official correspondence and documents relating to the administration of the Contract, as well as appropriate internal documentation supporting the formal correspondence and official documents.

Any Contract involving the expenditure of public funds will be subject to review/audit during and after performance to ensure that, at the very broadest level, the City and its funding agencies obtained appropriate value for funds expended. At the Contract administration level, the Contract file (standing

alone and without need of interpretation or augmentation by the Project Manager or others) must demonstrate that the City and the Contractor have complied with the terms of the Contract (i.e., bonds have been submitted, contractual issues requiring the approval of the Project Manager have been submitted and approved, requests for payment have been submitted, reviewed, approved, and processed, etc.), and that contractual and administrative issues in dispute have been addressed and settled in accordance with good administrative practice and sound business judgment. All files will be retained in accordance with the City's Record Retention Policy. All files will be sent to for scanning and retention in the electronic archive system after the Contract has been signed. All documents, including e-mail correspondence relating to the procurement must be included in the file. As new records are created during the life of the Contract, they will be added to the scanned records.

E. Contract Administration File Contents

The Contract file will include reasonable and adequate documentation of administration of the Contract. The Contract file should tell the story of the Contract from award through completion of the warranty period. File documentation should be proportional to the size and complexity of the procurement. For all Contracts, the Project Manager will ensure that the Contract administration file includes all appropriate documentation.

F. Contract Administration Functions

Each type of Contract will have different Contract administration actions and the documentation required to support that administration will differ as well. Supply Contracts have different specific administrative actions than construction Contracts do, just as fixed price Contracts are administered differently than cost-reimbursement Contracts.

The Project Manager is designated during the planning phase of the procurement. The Contract Administrator is City's contractual point of contact with the Contractor and is identified in the Contractor's Notice of Award. The Buyer, City's designated point of contact for small purchases, is designated in the body of the purchase order.

The Project Manager is assigned technical responsibility for completion of the Contract and is the Contractor's point of contact on all technical matters. Project Managers must be cautioned to keep the Director of Transportation informed of any problems or potential problems regarding a Contract or purchase order, to ensure that action is taken to correct problems before they become critical. The Project Manager should provide copies to the Director of Transportation of technical administration files, and relevant correspondence during the performance of the Work.

Upon closeout of a Contract in excess of the small purchase limit, the Project Manager should conduct an evaluation of the Contractor's performance. The evaluation should be reviewed with the Contractor and revised if appropriate. The final evaluation should be retained in the Contract file for future reference.

XIX. Contract Modifications (Change Orders)

A Contract modification, also called (especially in construction Contracts) a change order (CO), is broadly defined as any alteration which changes a Contract document after it has been executed by

the parties. It may or may not involve changes to the Contract price or schedule, although those are the two (2) most frequent elements of a CO; changes to the Contract terms, names of the parties, or the specification or scope of services requires a CO. There are two (2) general types of CO:

- A. Changes within the general scope of the Contract; and
- B. Cardinal changes, which essentially add something to the Contract not in the contemplation of the parties at time of execution, or which changes the scope of the Contract so as to create a Contract, and performance requirements, significantly different than those originally agreed upon.

An example of the difference would be a Contract to build a garage: adding a window would be within the general scope of the Contract, while adding a house would not. A cardinal change can also be created by a series of incremental COs that have the cumulative effect of changing the scope beyond the original intent of the parties.

Prior to issuing a Contract modification, the Project Manager should document that the change is necessary, and that the modification as issued will attain City's objectives. The Project Manager must verify the funding, through documentation, that an approved purchase requisition exists. If the proposed modification will affect the Contract's insurance or DBE requirements, the change in requirements should be addressed in the request for change proposal. If the change includes steel, iron, manufactured products, or construction materials, a Buy America and Build America, Buy America Act certification is required.

Change orders may be initiated by either City or the Contractor. In either case, the formal process begins with a request by City for the Contractor to submit a proposal identifying both the scope and cost of the proposed change. The request should be detailed enough for the Contractor to submit a firm fixed price, or hourly rates on a not-to-exceed basis if the original Contract was on a reimbursable-cost basis. If the proposed change will affect the Contract's insurance requirements, the change should be addressed in the request for a change proposal. Occasionally in construction, the precise scope of the work cannot be reasonably determined until the work is undertaken; in those cases, the change order may be issued on the basis of payment for time and materials, including a markup for overhead and profit. This pricing formula, however, should be used only when absolutely necessary, and the scope should only extend to the point where a firm price can be established.

A Contract modification requires a cost or price analysis if expected to exceed \$10,000. The method or degree of analysis is dependent on the facts surrounding the particular procurement action, but as a starting point, concurrently with the submittal of the change request to the Contractor, City is required to prepare an independent cost estimate. The independent cost estimate is to be completed by a designated independent party, with technical expertise. To the greatest extent possible, both the estimate and the Contractor's pricing should be based upon unit prices previously established in the Contract.

The Contractor's proposal should be reviewed and approved utilizing the same evaluation process as was used in determining Contractor responsiveness and responsibility in the original Contract award. Responsiveness would address primarily whether the change proposal adequately addresses the

requested scope; responsibility issues would include price reasonableness (a cost or price analysis is required for every Contract action, including change orders), schedule impacts; impact on the DBE goal, and the qualifications of the personnel or subcontractors proposed to perform the Work.

If the change is outside the scope of the Contract, it is considered a sole source procurement, and must be justified as such. The Project Manager, in consultation with the Director of Transportation, must investigate whether other sources for the changed work are reasonably available, and document the file accordingly.

The same process should be followed for in-scope changes if the Contractor's price cannot be determined to be fair and reasonable. Change orders are subject to negotiation, which should be undertaken jointly by the Project Manager and the Director of Transportation.

Contract modifications are subject to the approval standards set forth in the policies and procedures, including City Council approval.

In some instances, particularly during a construction project, following the above approval process may cause unreasonable and costly delays to the project. Under these circumstances, the Project Manager, upon authorization by the Director of Transportation, may direct the Contractor to proceed with the change, pending completion of the formal change order process. Such direction must be limited as to time and cost, and the formal change order quickly initiated and processed. No such direction, or any time and materials change order, shall be issued without a defined cap on the amount the Contractor may spend prior to the issuance of a formal change order. Additionally, any Work performed by the Contractor without the express direction of the City Council, is performed at the risk of the Contractor.

The Project Manager shall maintain a separate file for change orders as part of the procurement record, containing the documentation described in this Section.

XX. Contract Closeout

It is generally the responsibility of the Project Manager to establish that the Work under a Contract has been completed and the Contract is ready for closeout. The City Council is responsible for ensuring completion of the Contract closeout process, prior to release of retainage and final payment, including completion of the closeout checklist.

When the Project Manager determines that the Work is complete, the Project Manager should notify the Director of Transportation by memorandum. The Director of Transportation should then issue the Contract Closeout Checklist to the Project Manager to begin the closeout process. The Project Manager should forward the completed checklist documenting that the Contract is complete, and all required deliverables have been inspected and accepted.

A. Contractor Performance Evaluation Report

The Project Manager, in conjunction with the Director of Transportation, should complete a Contractor Performance Evaluation, to document the Contractor's performance for future source selection decisions. Input from the DBE officer, the risk management office, and end users of the product or service should be included in the report. The Contractor may be furnished with the report

and given an opportunity to submit comments, rebutting statements, or additional information. The Contractor's comments should be retained in the report file.

B. Proof of Insurance Coverage

For all Contracts requiring the Contractor to maintain insurance for its products or services (e.g., professional liability or product liability insurance) beyond the end of the Contract term, the Project Manager should obtain proof of insurance from the Contractor as part of the closeout process. This documentation should be submitted to the Risk Management department for approval prior to the release of retainage and final payment to the Contractor.

C. Release of Bonds

When all Work is completed and accepted, and all subcontractors paid, City must release the Contractor's bond surety from any further obligations on behalf of the Contractor. This is usually completed on a form called "Consent of Surety" provided by the surety, which must be reviewed by both the Project Manager and the City Council; if any questions arise regarding the appropriateness or wording of the release, legal counsel should be consulted.

D. Contractor's General Release

The general release is important to obtain prior to final payment because it assures City that there will be no further claims from the Contractor once the final payment has been made. As part of the Contract closeout process, the Project Manager must send the Contractor a closeout letter that includes the Contractor's "general release." The release should say that for the payment of a sum certain, which is the final Contract amount agreed to by both parties, the Contractor releases the City from any and all claims of every kind arising directly or indirectly out of the Contract. The release should also contain a certification that the Contractor has paid its subcontractors and suppliers for all their labor, materials, services, etc. furnished under the Contract.

E. Warranty

The Contract specifications may require that individual warranties or guarantees be furnished for various installed equipment or systems. For each completed Contract requiring warranties, the Project Manager should ensure that the warranty is received prior to release of retainage and final payment. A register should be created in the Contract file, identifying:

1. Each individual item of equipment and system for which a warranty or guarantee is specified (roofing, doors, sealants, etc.);
2. The pertinent section in the Contract specification;
3. The name of the company providing the warranty;
4. The expiration date of the warranty; and
5. Contact information for the providing company.

F. Close-Out Audits

In Contracts paid on a cost-plus basis, a close-out audit may be required to verify provisional overhead rates used for payments during the course of the Contract. In addition, City, its auditors, or the FTA may require an audit to verify the appropriateness of amounts paid to the Contractor.

Audits must be conducted by auditors who are independent from the third-party Contractor. City may have such audits conducted by its own personnel or may retain an independent accounting firm procured through a competitive process.

City may also request that a federal agency such as the Defense Contract Audit Agency (DCAA) conduct the audit; however, such audits are dependent upon the availability of staff time; however, the Federal Government maintains a continuing audit function at some Contractor locations, and these auditors are more likely to be available for such audits.

Requests for Federal audit assistance should be directed to the FTA. Any negotiations resulting from such audits must be documented in the Contract file and reported to the FTA.

Upon closeout of the Contract, all files will be sent to the Transportation Department for scanning and retention in the electronic archive system. All documents, including e-mail correspondence relating to the Contract, must be included in the file. Any new records created following Contract closeout (e.g., documents concerning warranty issues) will be added to the scanned records.



CITY COUNCIL AGENDA – JUNE 18, 2024

SUBJECT: Request for Approval of a 90-Day Zero-Fare Program for Public Transportation Services Transition

SOURCE: Public Works

COMMENT: Starting July 1, 2024, the City of Porterville will assume responsibility for the administration of its public transportation services. The purpose of this staff report is to request the Council's approval for implementing a 90-day zero-fare program for fixed route and ADA paratransit services, effective from July 1, 2024, to September 29, 2024. The administration of Porterville's public transportation services is undergoing a significant change and this program is designed to assist staff during this transition period. This process involves multiple logistical, operational, and administrative changes that require focused attention and resources from staff. During this transition, it is crucial to ensure a smooth and efficient restart of services to minimize disruptions for our residents.

Implementing a 90-day zero-fare program offers several benefits during this critical transition period:

1. **Operational Focus**: Allowing a zero-fare period will enable staff to concentrate on operational and administrative tasks without the added complexity of fare collection and management.

2. **Customer Relations**: A zero-fare period can help mitigate potential service disruptions, fostering goodwill and understanding among passengers during the transition.

3. **Ridership Analysis**: This period will provide an opportunity to collect data on ridership patterns without fare barriers, offering valuable insights for future service planning and improvements.

4. **Public Awareness**: Launching a zero-fare program can serve as a public relations tool to inform residents about the changes in public transportation services and encourage usage.

5. **Access to Vital Services**: A zero-fare transit system improves residents' access to vital community services, including food, medical appointments, and employment opportunities, thereby enhancing the overall quality of life for our residents.

6. **Cost Efficiency**: Eliminating fare collection can reduce costs related to fare

management, including investment in technological hardware, staffing resources, and longer dwell time.

The financial impact of the proposed 90-day zero-fare program is estimated to be \$100,000, based on current fare revenue data. The loss in revenue will be supplemented by Local Transportation Funds (LTF), ensuring that the program does not negatively impact the overall budget for public transportation services.

Implementing a zero-fare program for 90 days during the transition of public transportation services administration is a strategic approach to support staff, ensure operational efficiency, and maintain positive customer relations. Additionally, it will improve residents' access to vital community services, thereby enhancing their quality of life.

RECOMMENDATION: That the City Council:

1. Approve the 90-day zero-fare program for fixed route and ADA paratransit services, effective July 1, 2024, and ending September 29, 2024;
2. Authorize staff to make necessary adjustments and communicate the program details to the public; and
3. Direct staff to monitor the program's impact and provide a report to the City Council upon completion of the 90-day period.

ATTACHMENTS:

1. Public Communication Plan_90-Day Zero-Fare Program
2. Ridership Data Collection Plan_90-Day Zero-Fare Program

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Patrice Hildreth, City Manager

Public Communication Plan for the 90-Day Zero-Fare Program

Objective: To effectively inform the residents of Porterville about the 90-day zero-fare program for fixed route and ADA paratransit services, which will run from July 1, 2024, to September 29, 2024, ensuring widespread awareness and encouraging maximum utilization.

Key Messages:

1. Program Announcement:

- Starting July 1, 2024, fixed route and ADA paratransit will be zero-fare for 90 days.
- The zero-fare program aims to assist in the transition of public transportation services administration, improve access to vital services, and enhance quality of life.

2. Benefits:

- No cost for riding public transit.
- Better access to community services, medical appointments, employment opportunities, and essential needs.
- Supports operational efficiency.

Target Audience:

- Porterville residents
- Local businesses
- Community organizations
- Media outlets

Communication Channels:

1. Press Release:

- Issue a press release to local newspapers, TV stations, and online news platforms.
- Highlight the start and end dates, benefits, and scope of the program.

2. City Website and Social Media:

- Post detailed information on the official Porterville City website.
- Use social media platforms (Facebook, Twitter, Instagram) for regular updates, reminders, and engagement.

- Create a dedicated hashtag (e.g., #PortervilleZeroFare) for easy tracking and interaction.

3. Flyers and Posters:

- Distribute flyers and posters in high-traffic areas, including transit stops, community centers, libraries, and local businesses.
- Ensure materials are available in multiple languages to reach non-English speaking residents.

4. Email Newsletters:

- Include information in the city's email newsletter to subscribers.
- Partner with community organizations to include information in their newsletters.

5. Community Meetings and Events:

- Announce the program at city council meetings, community forums, and local events.
- Set up information booths at community events to distribute materials and answer questions.

6. Onboard Announcements:

- Use public address systems on buses to inform riders about the zero-fare program.
- Distribute informational brochures on buses.

Implementation Timeline:

- **June 1 - June 15:** Develop and approve communication materials.
- **June 16 - June 30:** Distribute materials and issue press releases.
- **July 1 - September 29:** Maintain regular updates and engagement through social media, onboard announcements, and community events.
- **September 30 - October 15:** Gather feedback and evaluate the program's communication effectiveness.

Evaluation:

- Monitor engagement metrics on social media and the city website.
- Collect feedback from residents through surveys and community meetings.

- Analyze ridership data to assess the program's impact.

By implementing this comprehensive communication plan, we aim to ensure that all Porterville residents are well-informed about the 90-day zero-fare program and can take full advantage of the benefits it offers.

Ridership Data Collection Plan for the 90-Day Zero-Fare Program

Objective: To collect and analyze ridership data during the 90-day zero-fare program from July 1, 2024, to September 29, 2024, to evaluate the program's impact and inform future transportation planning.

Data Collection Methods:

1. Manual Counts:

- Deploy staff to conduct manual passenger counts at key transit stops and on buses and ADA paratransit vehicles.
- Schedule manual counts at different times and days to capture a representative sample.

2. Electronic Fare Collection System:

- Use data from electronic fare collection systems to track boardings, even if no fare is collected.
- Ensure the system logs entry times and locations for detailed analysis.

3. Surveys:

- Conduct onboard and online surveys to gather demographic information and travel patterns.
- Include questions on trip purpose, frequency of use, and satisfaction with services.

4. Mobile Application Data:

- Leverage data from any existing transit mobile apps to track trip origins, destinations, and travel times.
- Encourage riders to use the app for trip planning and feedback.

5. GPS and AVL Data:

- Use GPS and Automatic Vehicle Location (AVL) systems to monitor bus movements and passenger loads.
- Analyze data to identify peak usage times and high-demand routes.

Implementation Timeline:

- **June 19 - June 30:**
 - Train staff for manual counting.

- Develop and distribute surveys.
- Finalize data collection protocols.
- Ensure all systems are ready for the program start.
- **July 1 - September 29:**
 - Collect data using all methods.
 - Conduct periodic checks to ensure data accuracy.
- **September 30 - October 15:**
 - Compile and analyze data.
 - Prepare a comprehensive report on ridership patterns and program impact.

Data Analysis:

- Compare ridership data with pre-program levels to assess changes.
- Analyze data by route, time of day, and passenger demographics.
- Identify trends and areas for service improvement.

Reporting:

- Submit a final report with detailed findings and recommendations by October 31, 2024.

Conclusion: This ridership data collection plan will provide valuable insights into the effectiveness of the zero-fare program and help guide future transportation policies and improvements.



CITY COUNCIL AGENDA – JUNE 18, 2024

SUBJECT: Authorization for Out-of-State Travel For FEMA Operations Section Chief Class

SOURCE: Fire

COMMENT: The FEMA L-958 All-Hazard Operations Section Chief course is designed to enhance the capabilities of emergency responders by providing advanced training in managing operational aspects of all-hazard incidents. This training is crucial for maintaining the high standards of emergency response and management within the Fire Department. Battalion Chief Chris Pisani has been identified as an ideal candidate for this training due to his leadership role and experience in handling complex emergency situations. Attendance at this course will provide him with valuable skills and knowledge that will benefit our department's overall preparedness and operational efficiency.

Furthermore, the Porterville Fire Department participates in the local Tulare County Type 3 All Hazard Incident Management Team (AHIMT). The team is comprised of many local public safety agency personnel and is activated in large-scale incidents such as the recent floods, wildland fires in our mountain communities, and other disasters. It is a vital component in disaster management and recovery. The team has identified the need for qualified Operations Section Chiefs, and two (2) other local agency members will attend the class as well.

The FEMA L-958 course is an essential training opportunity that will strengthen the department's response capabilities. Battalion Chief Pisani's participation will provide him with enhanced skills and knowledge that he can share with other members of the department, thus improving our overall emergency response strategy.

High-level All-Hazard Incident Management classes can be challenging to find, and traveling out of state is not uncommon. Staff recommends sending Battalion Chief Chris Pisani to L-958 All Hazard Operations Section Chief hosted by the Nevada Division of Emergency Management in Carson City, Nevada, from June 25 to 28, 2024. The cost for the training, including travel expenses, is not to exceed \$500. Funding is available in the Fire Department's annual budget.

RECOMMENDATION: That the City Council authorize out-of-state travel for Battalion Chief Chris Pisani to attend the FEMA L-958 All-Hazard Operations Section Chief course in Carson City, Nevada, from June 25th to June 28th, 2024, with travel expenses not to exceed \$500.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Shannon Skiles, Deputy Fire Chief

Final Approver: Jason Ridenour, Deputy City Manager



CITY COUNCIL AGENDA – JUNE 18, 2024

SUBJECT: State Senate Bill 1205 Annual Fire Department Inspection Reporting

SOURCE: Fire

COMMENT: California Senate Bill 1205 (SB 1205) was signed into law on September 27, 2018, after the fatal Ghost Ship Fire in December 2016 brought national attention to California and put a spotlight on fire safety laws as well as the performance of fire inspections. SB 1205 added Section 13146.4 to the California Health and Safety Code. This new law required that an annual report on specific state-mandated inspections be submitted to the governing body of each jurisdiction having authority for inspections. The law also requires the report to be delivered when the administering authority discusses its annual budget, or at another time, as determined by the administering authority. Receipt of the report must be acknowledged in a resolution or similar formal document.

California Health and Safety Code Sections 13146.2 and 13146.3 require all fire departments that provide fire protection services to perform annual inspections of every building used as a hotel, motel, lodging house, apartment house, and public or private school, respectively, for compliance with building and fire safety standards. The California Health and Safety Code Sections 13146.2 and 13146.3 do not require fire departments to report or demonstrate compliance as the new law SB 1205 does. Although there are no penalties identified in the law, adoption of this Resolution establishes the City's compliance with California Health and Safety Code Sections 13146.4 for reporting and 13146.2 and 13146.3 for completing the required inspections, which identify the State-mandated inspections above and as further described.

Public and private schools are generally classified as Educational Group E occupancies, which are schools used by more than six individuals at any one time, for educational purposes through the 12th grade and certain child daycare facilities. Within the City of Porterville, during the 2023 calendar year, there were thirty-seven (37) identified Group E occupancies, with multiple buildings, structures, and facilities. During calendar year 2023, the Porterville Fire Department inspected thirty-seven (37) Group E occupancies, buildings, structures, and facilities. This represents a compliance rate of one hundred percent (100%) for the State mandate to inspect all Group E facilities annually.

Hotels, motels, and apartments (three units or more), are generally classified as Residential Group R occupancies. The residential facilities have various subclassifications and may contain residents or clients on a transient or non-transient basis that have a range of needs, such as custodial care, mobility

impairments, cognitive disabilities, and more. The residents may also be non-ambulatory or bedridden. Within the City of Porterville, during the 2023 calendar year, there were fifty-nine (59) Group R occupancies identified in the program. The Department continues to make adjustments within the program to ensure we have properly classified structures and their use. We have removed some that were misidentified, and continue to find and identify additional Group R occupancies in the city that are subsequently inspected and entered into the Department's records management system. The Department anticipates this number to fluctuate with a trend that will increase with annexations and new development coming online. During the 2023 calendar year the Department inspected fifty-five (55) Group R occupancies, including all buildings, structures, and facilities in the program. This is a compliance rate of ninety-three percent (93.22%) for the State mandate to inspect all hotels, motels, and apartments annually.

It should be noted that there are some outstanding inspections in these categories due to violation corrections that may have parts on backorder due to supply chain issues, or scheduling delays with contractors. Prevention staff is working with responsible parties to ensure these violations are cleared as soon as possible.

With the sudden onset of Covid-19 and the need to isolate Fire Department personnel from unnecessary exposure, and to realign the Department with the recommendations made through the Serious Accident Review Team (SART) report, the Department engine companies ceased conducting fire inspections. This has resulted in the Fire Marshal working to implement inspections to meet State mandates as well as keep up with requests and complaints. To achieve a one hundred percent (100%) compliance rate for state-mandated occupancy inspections requires a focused and dedicated effort that leaves little capacity to inspect other occupancies. Currently, there are over 1,400 occupancies within the city that could be inspected. Of those, over 100 are State-mandated inspections (not all State-mandated inspections are required to be reported to the City Council). The Prevention Division will continue to evaluate the inspection needs to meet the requirements in Section 13146.5 of the California Health and Safety Code and to keep up with the demands due to growth of annexations and new construction as well as increased compliance and the ability to capture additional mandated occupancies.

The Fire Chief recommends that the City Council adopt the draft Resolution acknowledging receipt of the Porterville Fire Department's annual inspections report and recognizing the Department's level of compliance with California Health and Safety Code Sections 13146.2 and 13146.3. The first report, provided to the Council at its meeting on June, 20, 2022, was completed following the fiscal year model for FY 2021-2022, to coincide with the budget adoption process. This report, and future reports, will be provided at the time of the budget as referred to in the code. They will be based on the previous calendar year. As the Health and Safety Code allows, should the Council desire, they can provide direction for the annual report to continue to be presented at the budget time, or at another time of the Council's choosing.

RECOMMENDATION: That the City Council consider adoption of the draft Resolution acknowledging receipt of the Fire Chief's annual report regarding the Porterville Fire Department's inspection of specific buildings and occupancies pursuant to Section 13146.2 and 13146.3 of the California Health and Safety Code.

ATTACHMENTS:

1. Senate Bill No. 1205
2. SB 1205 - 2023 Fire Inspections
3. SB1205 2024 Resolution

Appropriated/Funded:

Review By:

Department Director:
Shannon Skiles, Deputy Fire Chief

Final Approver: Jason Ridenour, Deputy City Manager

Senate Bill No. 1205

CHAPTER 854

An act to add Section 13146.4 to the Health and Safety Code, relating to fire protection.

[Approved by Governor September 27, 2018. Filed with
Secretary of State September 27, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

SB 1205, Hill. Fire protection services: inspections: compliance reporting.

Existing law requires the chief of any city or county fire department or district providing fire protection services and his or her authorized representatives to inspect every building used as a public or private school within his or her jurisdiction, for the purpose of enforcing specified building standards, not less than once each year, as provided. Existing law requires every city or county fire department or district providing fire protection services that is required to enforce specified building standards to annually inspect certain structures, including hotels, motels, lodging houses, and apartment houses, for compliance with building standards, as provided.

This bill would require every city or county fire department, city and county fire department, or district required to perform the above-described inspections to report annually to its administering authority, as defined, on the department's or district's compliance with the above-described inspection requirements, as provided. The bill would require the administering authority to acknowledge receipt of the report in a resolution or a similar formal document. To the extent this bill would expand the responsibility of a local agency, the bill would create a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

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

SECTION 1. Section 13146.4 is added to the Health and Safety Code, to read:

13146.4. (a) Every city or county fire department, city and county fire department, or district required to perform an annual inspection pursuant

to Sections 13146.2 and 13146.3 shall report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3.

(b) The report made pursuant to subdivision (a) shall occur when the administering authority discusses its annual budget, or at another time determined by the administering authority.

(c) The administering authority shall acknowledge receipt of the report made pursuant to subdivision (a) in a resolution or a similar formal document.

(d) For purposes of this section, “administering authority” means a city council, county board of supervisors, or district board, as the case may be.

SEC. 2. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

Porterville Fire Department

Inspection Type: All Inspection Types

Start Date: 01/01/2023 | End Date: 12/31/2023

Category/Subcategory	Annual	Reinspection	Total Count (All Selected)
Assembly Group A / A-2 Food and Drink	4	13	17
Assembly Group A / A-3 Worship and Recreation	4	7	11
Assembly Group A / A-5 Outdoor Sporting Events	0	2	2
Assembly Group A / Business Group B	0	2	2
Assembly Group A / S-2 Storage of Non-Combustible materials	1	1	2
Business Group B / Business Group B	34	46	80
Educational Group E / Daycare with more than 5 children age 2.5 or older Group E	5	7	12
Educational Group E / Elementary School	22	27	48
Educational Group E / High School	6	12	18
Educational Group E / Middle School	4	2	6
Imported / Imported	1	1	2
Institutional Group I / I-2 Medical - Hospital and Nursing homes	3	0	3
Institutional Group I / I-3 Jails / Detention Centers	0	0	0
Mercantile Group M / Business Group B	2	0	2
Mercantile Group M / Mercantile Group M	11	16	27
Residential Group R / R-1 Hotels / Motels	6	0	6
Residential Group R / R-2 Apartments	47	11	58
Residential Group R / R-4 Assisted Living (more than 5 but less than 16 (excluding staff)	2	0	2
Storage Group S / S-1 Moderate-hazard (Car Garages)	0	1	1
Total	151	148	299

*State Mandated Occupancies required for annual reporting pursuant to SB1205

**Additional State Mandated Inspections (every 2 years)

RESOLUTION NO. - 2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ACKNOWLEDGING RECEIPT OF THE FIRE CHIEF'S ANNUAL REPORT
REGARDING THE PORTERVILLE FIRE DEPARTMENT'S INSPECTION OF
SPECIFIC BUILDINGS AND OCCUPANCIES PURSUANT TO SECTIONS 13146.2
AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE**

WHEREAS, California Health & Safety Code Section 13146.4 became effective on January 1, 2019 and requires that an annual report of fire inspections conducted by the Fire Department be presented to the City Council for acknowledgement; and

WHEREAS, California Health & Safety Code Sections 13146.2 and 13146.3 require all fire departments, including the Porterville Fire Department, that provide fire protection services, to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards, as provided; and

WHEREAS, California Health & Safety Code Section 13146.2 requires all fire departments, including the Porterville Fire Department, that provide fire protection services, to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3; and

WHEREAS, the City Council of the City of Porterville intends this Resolution to fulfill the requirements of California Health & Safety Code regarding acknowledgment of the Porterville Fire Department's compliance with California Health & Safety Code Sections 13146.2 and 13146.3.

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. REPORT RECEIVED:

That the City Council of the City of Porterville acknowledges receipt of the Fire Department's annual inspections report for Calendar Year 2023 and recognizes the measure of compliance achieved by the Porterville Fire Department with California Health & Safety Code Sections 13146.2 and 13146.3 in the area encompassed by the City of Porterville, as follows:

A. EDUCATIONAL GROUP E OCCUPANCIES:

Educational Group E occupancies are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade. Within the City of Porterville, there were 37 Group E occupancies, buildings, structures and/or facilities identified.

During 2023, the Porterville Fire Department completed 37 annual inspections of Group E occupancies, buildings, structures and/or facilities. This reflects a compliance rate of 100% for this reporting period.

B. RESIDENTIAL GROUP R OCCUPANCIES:

Residential Group R occupancies, for the purposes of this resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etc. as well as other residential occupancies (including several residential care facilities). These residential care facilities have numerous sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non- ambulatory or bedridden. Within the City of Porterville, there were 59 Group R (and their associated sub- categories) occupancies of this nature.

During 2023, the Porterville Fire Department completed 55 annual inspections of Group R occupancies, buildings, structures and/or facilities. This reflects a compliance rate of 93.22% for this reporting period.

PASSED, APPROVED AND ADOPTED this 18th day of June, 2024

Martha A. Flores, Mayor

ATTEST:

Patrice Hildreth, City Clerk

By _____
Jason Ridenour, Chief Deputy City Clerk



CITY COUNCIL AGENDA – JUNE 18, 2024

SUBJECT: Ratification of New Classification and Approval of Job Description for Encampment Maintenance Worker Full and Part-Time Positions

SOURCE: Parks and Leisure Services

COMMENT: The City Council recently adopted Ordinance No. 1905, regulating unsafe camping. This is in conjunction with the Council's approved plan for increased encampment abatement efforts. The City plans to use a unified approach spanning over multiple city departments in order to carry out these efforts. Parks and Leisure Services' role will be to clean up encampments after notification has been made to the project site. To carry out these efforts, there is a need to hire at least one full-time encampment maintenance worker and four part-time encampment maintenance workers.

The establishment of new positions requires approval of the position, budget, and job description. The Encampment Maintenance Worker Full and Part-time positions were included in the proposed Fiscal Year 2024-2025 budget which the City Council reviewed on June 4, 2024, with funding from the General Fund. The Full-Time Encampment Maintenance Worker is proposed at a salary range of 171 (\$3,610-\$4,405). The Part-Time Encampment Maintenance Workers have a proposed hourly rate of \$17.00. The related job descriptions are attached to this report for consideration.

The Encampment Maintenance Worker's role is to provide clean-up, transportation, disposal of bio-hazardous and non-hazardous waste, and other services as necessary to properly clean and clear the encampment site. The individuals will also remove and dispose of vegetation in order to gain access to encampment sites and raise trees and shrubbery to allow better visibility of sites post-encampment removal. The Encampment Maintenance Worker will operate a tractor, flail mower, backhoe, and other equipment or vehicles. The Part-Time Encampment Maintenance Workers will have similar duties as the full-time position, but will not serve in a supervisory capacity. City staff will provide a six-month status update to the Council on the encampment abatement program.

RECOMMENDATION: That the City Council:

1. Affirm the establishment of the classification of Full-Time Encampment Maintenance Worker at a salary range of 171 (\$3,610-\$4,405) to be funded from the General Fund;
2. Affirm the establishment of the classification of Part-Time Encampment Maintenance Worker at \$17.00 per hour; and
3. Approve the proposed Job Descriptions for Full and Part-Time

Encampment Maintenance Workers.

- ATTACHMENTS:
1. Proposed Full-time Encampment Maintenance Worker
 2. Proposed Part-time Encampment Maintenance Worker

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Patrice Hildreth, City Manager

Full Time ENCAMPMENT MAINTENANCE WORKER

DEFINITION

The Encampment Maintenance Worker under general supervision, leads the work of a small crew in encampment abatement efforts; performs related duties as required, which may include but not be limited to, weed abatement and park maintenance duties.

REPRESENTATIVE DUTIES

The duties listed below are examples of the work typically performed by the employee of this class. Not all assigned duties may be listed. Marginal duties are those which are nonessential job functions for this class.

1. Provide clean-up, transportation, and disposal of bio-hazardous and non-hazardous waste and other services as necessary to properly clean and clear the site; ensure all necessary safety procedures are followed; as well as transportation of personal property items to the Corporation Yard.
2. Remove and dispose of vegetation in order to gain access to encampment sites and raise trees and shrubbery to allow better visibility of sites post-encampment removal.
3. Work with law enforcement to ensure camps are clear of occupants prior to commencing.
4. Operates tractor, flail mower, backhoe, and other equipment or vehicles; performs routine equipment maintenance.
5. Photograph the encampment site before and after the cleanup to document the condition of the site.
6. May assist in special projects such as tree removal projects, weed abatement, applying herbicides and pesticides, and other physical arrangements.
7. Performs other duties as assigned.

EMPLOYMENT STANDARDS

Education and/or Experience

Two years of experience similar to encampment related abatement that included removal and disposal of debris and shrubbery; using heavy equipment; or any combination of training and experience that provides the desired knowledge and abilities.

Knowledge of:

Operation and maintenance of equipment and tools used in encampment abatement; application of herbicides; cleanup techniques.

Ability to:

Learn and apply encampment abatement techniques and methods; operate equipment and power tools; make minor repairs to equipment; follow verbal instructions; establish and maintain cooperative working relationships; understand and follow verbal and written directions; work safely and efficiently.

Special Requirements

Possession of a valid California Driver's License.

Physical Demands

Strenuous physical work. Physical demands include frequent lifting of objects over 50 lbs. often combined with bending, twisting, working above ground and/or on irregular surfaces.

WORKING CONDITIONS

Continuous exposure to unpleasant elements such as dust, fumes, odors, dampness, high noise levels, or outside weather conditions. Job sites may be in heavy foliage, steep embankments, by rivers or creeks, and other locations requiring alertness to the environment and pre-planning to prevent injury or illness.

Date Adopted:



PART-TIME ENCAMPMENT MAINTENANCE WORKER

SALARY: \$17.00 per hour

DEFINITION: Under general supervision, performs related duties as required, which may include but not be limited to, weed abatement and park maintenance duties.

REPRESENTATIVE DUTIES

Duties may include:

1. Provide clean-up, transportation, and disposal of bio-hazardous and non-hazardous waste and other services as necessary to properly clean and clear the site; ensure all necessary safety procedures are followed; as well as transportation of personal property items to the Corporation Yard.
2. Remove and dispose of vegetation in order to gain access to encampment sites and raise trees and shrubbery to allow better visibility of sites post-encampment removal.
3. Work with law enforcement to ensure camps are clear of occupants prior to commencing.
4. Operates small equipment; performs routine equipment maintenance.
5. Photograph the encampment site before and after the cleanup to document the condition of the site.
6. May assist in special projects such as tree removal projects, weed abatement, applying herbicides and pesticides, and other physical arrangements.
7. Performs other duties assigned.

QUALIFICATIONS GUIDELINE:

Knowledge: Operation and maintenance of equipment and tools used in encampment abatement; application of herbicides; cleanup techniques.

Experience: One year of experience similar to encampment related abatement that included removal and disposal of debris and shrubbery; using small equipment; or any combination of training and experience that provides the desired knowledge and abilities.

Ability to: Learn and apply encampment abatement techniques and methods; operate equipment and power tools; make minor repairs to equipment; follow verbal instructions; establish and maintain cooperative working relationships; understand and follow verbal and written directions; work safely and efficiently.

SPECIAL REQUIREMENTS: Possession of a valid California Driver's License.

PHYSICAL DEMANDS: Strenuous physical work. Physical demands include frequent lifting of objects over 50 lbs. often combined with bending, twisting, working above ground and/or on irregular surfaces.

WORKING CONDITIONS: Continuous exposure to unpleasant elements such as dust, fumes, odors, dampness, high noise levels, or outside weather conditions. Job sites may be in heavy foliage, steep

embankments, by rivers or creeks, and other locations requiring alertness to the environment and pre-planning to prevent injury or illness.

SPECIAL CONDITION: Prior to appointment candidates must pass a background check, drug/alcohol screen, and physical.



CITY COUNCIL AGENDA – JUNE 18, 2024

SUBJECT: Approval of Community Civic Event - Parenting Network - Summer Picnic - June 21, 2024

SOURCE: Finance

COMMENT: The Parenting Network is requesting approval to hold the "Summer Picnic" event on Friday, June 21, 2024, from 12:00 PM to 2:00 PM, at Zalud Park. The Step-Up event will consist of food and games.

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. All requirements and restrictions are contained on the attached copy of the Application and Agreement, Exhibit A, and Exhibit B.

RECOMMENDATION: That the City Council approve the Community Civic Event application from the Parenting Network to hold the “Summer Picnic” event on Friday, June 21, 2024, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A, and Exhibit B.

ATTACHMENTS: 1. Application and Agreement, Map, Exhibit A, Exhibit B, 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? E-mail address? Website?
Application date: 6.4.24 Event date: 6/21/24
Event time: 12pm - 2pm
Name of Event: Summer Picnic

Sponsoring organization: Parenting Network Phone # 559.793.2527
Address: 770 N. Main St
Authorized representative: Elor Martinez Phone # 559.793.2527
Address: Paul Prado
Event chairperson: Elor Martinez Phone # 559.793.2527

Location of event Zalma Park
(Location map must be attached)

Description of event: Games, Food

Purpose of event: "StepUp" event

Non-profit organization status: 501(c)3 77-0188710
(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)

ee 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 to the permit. Claims-made policies are not acceptable.

ee 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.

ee 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.

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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.

ee 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.

Parenting Network
(Name of Organization)

(Signature)

(Date)

6-4-24

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: 1st Summer Picnic

Sponsoring organization: Parenting Network

Location: Zalad Park Event date: 6/21/24 Event time: 12pm-2pm

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.**

[illegible]

***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 enclosed 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.

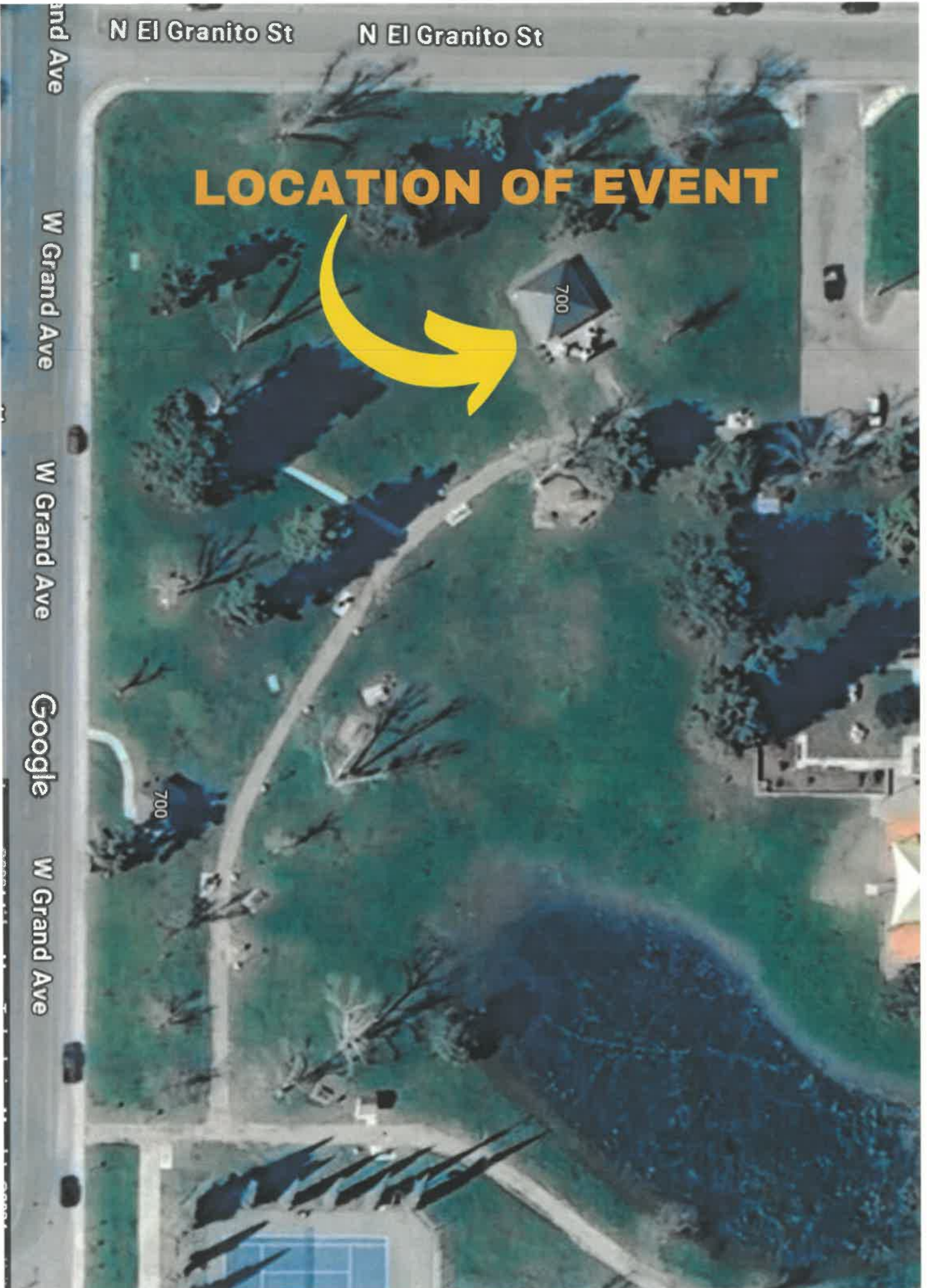
REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Event date: 6/21/24 Hours: 12pm - 2pm

Closed			
Street Name	From which Street	To which Street	Activity

<u>Sidewalks</u>	<u>From which sidewalk</u>	<u>To which sidewalk</u>	<u>Activity</u>
------------------	----------------------------	--------------------------	-----------------

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



N El Granito St

N El Granito St

LOCATION OF EVENT

700

700

and Ave

W Grand Ave

W Grand Ave

Google

W Grand Ave

Requirements for Community Civic Event

Parenting Network

Summer Picnic

June 21, 2024

City Engineer: <i>D. Cervantez</i>	No comments.
Community Development Director: <i>C. Calderon</i>	No comments.
Public Works Director: <i>M. Knight</i>	No comments.
Fire Marshal: <i>C. Dignam</i>	No comments.
Parks and Leisure Services Director: <i>D. Moore</i>	Vehicles to park in designated parking areas only.
Police Lieutenant: <i>A. Acevedo</i>	Please see Exhibit B.
Administrative Service Director: <i>Y. Andrade</i>	Liability Coverage is sufficient based on the information provided on the event application.
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: Parenting Network
Event: Summer Picnic
Event Chairman: Flor Martinez
Location: Zalud Park, Porterville CA
Date of Event: June 21, 2024 (12:00 p.m.- 2:00 p.m.)

RISK MANAGEMENT: Conditions of Approval

That Parenting Network 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**

**Summer Picnic
June 21, 2024, 12pm-2pm
Zalud Park**

Proposed Conditions/Requirements for Event:

- At conclusion of event, event organizers shall ensure the park is promptly cleared of any equipment, booths, or waste.
- Event organizers should contact the Patrol Watch Commander (Lieutenant Gurule, Lieutenant Hatch, or Lieutenant Ortiz) to discuss any potential policing needs. They can be reached at (559) 782-7400.
- An Outside Amplifier Permit has been approved and granted; however, event organizers shall not allow sound amplification to be so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.

Mark Azevedo, Lieutenant
Porterville Police Department

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



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

- 1 Name and home address of the applicant: Parenting Network
770 N. Main St.
- 2 Address where amplification equipment is to be used: Zalud Park
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Eric Martinez
770 N. Main St
- 4 Type of event for which amplification equipment will be used: BBQ
- 5 Dates and hours of operation of amplification equipment: 12pm-2pm 06/21/2024
- 6 A general description of the sound amplifying equipment to be used: Speaker for music

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.

Signature of Applicant

06.24.24
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 Azevedo, Lieutenant
City of Porterville, Chief of Police/Designee

06/06/24
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2023

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 SEARCY INSURANCE CENTER, INC 15152 OAK RANCH DRIVE VISALIA, CA 93292	CONTACT NAME: JOHNNY SEARCY PHONE (A/C, No, Ext): 800-736-3904 E-MAIL ADDRESS: SEARCY.INSURANCE@GMAIL.COM FAX (A/C, No): 559-334-3442
INSURED PARENTING NETWORK, INC. 330 NORTH JOHNSON ST VISALIA, CA 93291	INSURER(S) AFFORDING COVERAGE INSURER A: PHILADELPHIA INDEMNITY INS. CO. NAIC #: 18058 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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:	X	PHPK2597611	10/16/2023	10/16/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CITY OF PORTERVILLE IS NAMED AS ADDITIONAL INSURED PER ATTACHED ADDITIONAL INSURED ENDORSEMENT

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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POLICY NUMBER:
PHPK2597611

COMMERCIAL GENERAL LIABILITY

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 Person or Organization:

City of Porterville, its officers, agents, officials, employees and volunteers, individually and collectively.

Subrogation is waived as regards the Additional Insured. 30 day Notice of Cancellation will be given the Additional Insured.

Insurance is Primary and Non-Contributory.

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.



STEP UP
BE PART OF THE SOLUTION



SUMMER

Picnic

@ Zalud Park

GAMES | FREE EVENT | FOOD

**June 21
12pm-2pm
FRIDAY**

700 N EL GRANITO ST PORTERVILLE CA 93257

RSVP: 559-793-2527





CITY COUNCIL AGENDA – JUNE 18, 2024

SUBJECT: Approval of Community Civic Event - Parenting Network - Grilling with Dads
- June 29, 2024

SOURCE: Finance

COMMENT: The Parenting Network is requesting approval to hold the "Grilling with Dads" event on Saturday, June 29, 2024, from 10:00 AM to 1:00 PM, at Zalud Park. The event will consist of a BBQ, food, games, and other activities. The purpose of the event is to celebrate dads.

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. All requirements and restrictions are contained on the attached copy of the Application and Agreement, Exhibit A, and Exhibit B.

RECOMMENDATION: That the City Council approve the Community Civic Event application from the Parenting Network to hold the "Grilling with Dads" event on Saturday, June 29, 2024, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A, and Exhibit B.

ATTACHMENTS: 1. Application and Agreement, Map, Exhibit A, Exhibit B, 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? E-mail address? Website?
Application date: 6/4/2024 Event date: 6/29/24
Event time: 10am - 1pm
Name of Event: Grilling with Dads

Sponsoring organization: Parenting Network Phone # 559.793.2527
Address: 770 N. MAIN ST. Porterville CA
Authorized representative: Paul Prado Phone # 559.793.2527
Address: Fior Martinez
Event chairperson: Fior Martinez Phone # 559.793.2527

Location of event Zalud Park
(Location map must be attached)

Description of event: A BBQ, some games, food, and activities

Purpose of event: Celebrate dads

Non-profit organization status: 501(c)3 77-0188710
(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/gov/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)*

ee 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.

ee Authorized Representative Initials

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ee 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.

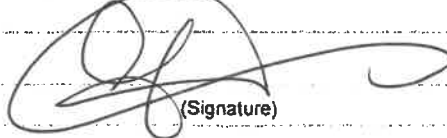
ee Authorized Representative Initials

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.

ee 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.

Parenting Network
(Name of Organization)


(Signature)

6/4/24
(Date)

TO BE HELD ON PUBLIC PROPERTY

Name of event: Grillins with Dads

Sponsoring organization: Parenting Network

Location: Zalind Park

Event date: 6/29 Event time: 10am-1pm

[illegible]

3 of 4

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

Event date: 6/29/24 Hours: 10am-1pm

Closed			
<u>Street Name</u>	<u>From which Street</u>	<u>To which Street</u>	<u>Activity</u>
	- None -		

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

N El Granito St

N El Granito St

LOCATION OF EVENT



700

700

and Ave

W Grand Ave

W Grand Ave

Google

W Grand Ave

Requirements for Community Civic Event

Parenting Network

Gilling with Dad

June 29, 2024

City Engineer: <i>D. Cervantez</i>	No comments.
Community Development Director: <i>C. Calderon</i>	No comments.
Public Works Director: <i>M. Knight</i>	No comments.
Fire Marshal: <i>C. Dignam</i>	No comments.
Parks and Leisure Services Director: <i>D. Moore</i>	Vehicles to park in designated parking areas only.
Police Lieutenant: <i>A. Acevedo</i>	Please see Exhibit B.
Administrative Service Director: <i>Y. Andrade</i>	Liability Coverage is sufficient based on the information provided on the event application.
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: Parenting Network
Event: Gilling with Dad
Event Chairman: Flor Martinez
Location: Zalud Park, Porterville CA
Date of Event: June 29, 2024 (10:00 a.m.- 1:00 p.m.)

RISK MANAGEMENT: Conditions of Approval

That Parenting Network 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**

**Grilling with Dads
August 2, 2024, 10am-1pm
Zalud Park**

Proposed Conditions/Requirements for Event:

- At conclusion of event, event organizers shall ensure the park is promptly cleared of any equipment, booths, or waste.
- Event organizers should contact the Patrol Watch Commander (Lieutenant Gurule, Lieutenant Hatch, or Lieutenant Ortiz) to discuss any potential policing needs. They can be reached at (559) 782-7400.
- An Outside Amplifier Permit has been approved and granted; however, event organizers shall not allow sound amplification to be so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.

Mark Azevedo, Lieutenant
Porterville Police Department

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



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

- 1 Name and home address of the applicant: Parenting Network
770 N. Main St.
- 2 Address where amplification equipment is to be used: Zalud Park
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Fior Martinez
770 N. Main St
- 4 Type of event for which amplification equipment will be used: BBO
- 5 Dates and hours of operation of amplification equipment: 10am - 1pm 06/29/24
- 6 A general description of the sound amplifying equipment to be used: Speaker for music

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.

Signature of Applicant

64.24
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 Azevedo, Lieutenant
City of Porterville, Chief of Police/Designee

06/06/24

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/16/2023

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 SEARCY INSURANCE CENTER, INC 15152 OAK RANCH DRIVE VISALIA, CA 93292	CONTACT NAME: JOHNNY SEARCY	
	PHONE (A/C, No, Ext): 800-736-3904 FAX (A/C, No): 559-334-3442	
	E-MAIL ADDRESS: SEARCY.INSURANCE@GMAIL.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: PHILADELPHIA INDEMNITY INS. CO.	18058
INSURED PARENTING NETWORK, INC. 330 NORTH JOHNSON ST VISALIA, CA 93291	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		PHPK2597611	10/16/2023	10/16/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☐ N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CITY OF PORTERVILLE IS NAMED AS ADDITIONAL INSURED PER ATTACHED ADDITIONAL INSURED ENDORSEMENT

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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POLICY NUMBER:
PHPK2597611

COMMERCIAL GENERAL LIABILITY

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 Person or Organization:

City of Porterville, its officers, agents, officials, employees and volunteers, individually and collectively.

Subrogation is waived as regards the Additional Insured. 30 day Notice of Cancellation will be given the Additional Insured.

Insurance is Primary and Non-Contributory.

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

PROJECT FATHERHOOD

presents

GRILLING
with
GRAD



ZALUD PARK

JUNE 29 | 10AM-1PM

GAMES

PRIZES

FREE



OFFICE OF
CHILD ABUSE
PREVENTION
California Department of Social Services

grow strong families





CITY COUNCIL AGENDA – JUNE 18, 2024

SUBJECT: Approval of Community Civic Event - Porterville Kiwanis Club - Watermelon Festival - July 28, 2024

SOURCE: Finance

COMMENT: The Porterville Kiwanis Club is requesting approval to hold the "Watermelon Festival" event on Sunday, July 28, 2024, from 10:00 AM to 7:00 PM, at Veterans Park. The event is a club fundraiser and will include local food vendors/trucks, nonprofits, craft vendors, and other activities. An outside amplifier permit has been approved from 9:00 AM to 7:00 PM. The sponsor is requesting the use of Veterans Park from 9:00 AM to 8:00 PM for set-up before and cleanup after the event.

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 submitted by the Porterville Kiwanis Club to hold the "Watermelon Festival" event on July 28, 2024, at Veterans Park, subject to restrictions and requirements contained in the Application and Agreement, Exhibit A, Exhibit B, and Exhibit C.

ATTACHMENTS: 1. Application and Agreement, Map, Exhibit A, Exhibit B, Exhibit C, and Outside Amplifier Permit

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? E-mail address? Website?
Application date: 5/15/24 Event date: 7/28/24
Name of Event: Watermelon Festival Event time: 10AM-7PM
Set up time: 9AM-8PM

Sponsoring organization: PORTERVILLE KIWANIS CLUB Phone # 559-789-1943
Address: P.O. BOX 1704, POR CA 93257

Authorized representative: BERT MARTINEZ YARBROUGH Phone # 559-359-7870
Address: 552 E DATE AVE #B, POR. CA 93257

Event chairperson: JAIME GOMEZ Phone # 559-789-1943
25433 AVE 78, TERRA BELLA, CA 93270

Location of event VETERANS PARK, 1501 W HENDERSON, PORTERVILLE, CA #1 #2 #4
(Location map must be attached)

Description of event: COMMUNITY EVENT

Purpose of event: CLUB FUNDRAISER

Non-profit organization status: ACTIVE
(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/gov/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 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)

[Signature] 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.**

[Signature] 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.

[Signature] 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.

[Signature] 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.

[Signature] 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.

<i>Porterville Kiwanis Club</i>	<i>[Signature]</i>	5-15-24
(Name of Organization)	(Signature)	(Date)

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

Location: VETERANS PARK, 1501 W HENDERSON Event date: 7/28/24 Event time: 9:00 AM-7:00PM

[illegible]

3 of 4

7-28-24

5-15-24
Drey

	VENDOR LIST	NON-	BUS LIC.	
		PROFIT		
1	POR KIWANIS CLUB	36-1327510	3008	
2	PORTERVILLE CRISIS	94-2632960		
3	AB CROCHET			
4	ALEJANDRA DÉCOR			
5	DESERT SUN CREATION			
6	MOOMO SCENTS			
7	BADBADTZ_MARU			
8	EMINENCE			
9	L.J. KREATIONS			
10	TULARE KINGS HISPANIC			
11	ASIA KITCHEN			
12	ESPINOZA TACOS			
13	THE HUNGRY HOG			
14	G. BURGERS			
15	ADELICIOUS			
16	IANDTOJOLITOS			
17	SNACKOLOGY-N-MORE			
18	BOBA-FIXX			
19	MARIAS HOTDOGS			
20	CHIMBOZ BBQ			
21	DOGGIE DELICIOUS			
22	MOM OF TWO HEATHENS			
23	ECO VALLEY 559			
24	INSURED BY ROSIE			
25	LAVIDA YELLOW			
26	REYES NURSERY			
27				
28				
29				
30				
31				
32				

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: WATERMELON FESTIVAL

Sponsoring organization: PORTERVILLE KIWANIS CLUB

Event date: JULY 28, 2024 Hours: 9:00AM-7:00PM

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

<u>Street Name</u>	<u>From which Street</u>	<u>To which Street</u>	<u>Activity</u>
CITY PARK			

Sidewalks

From which sidewalk

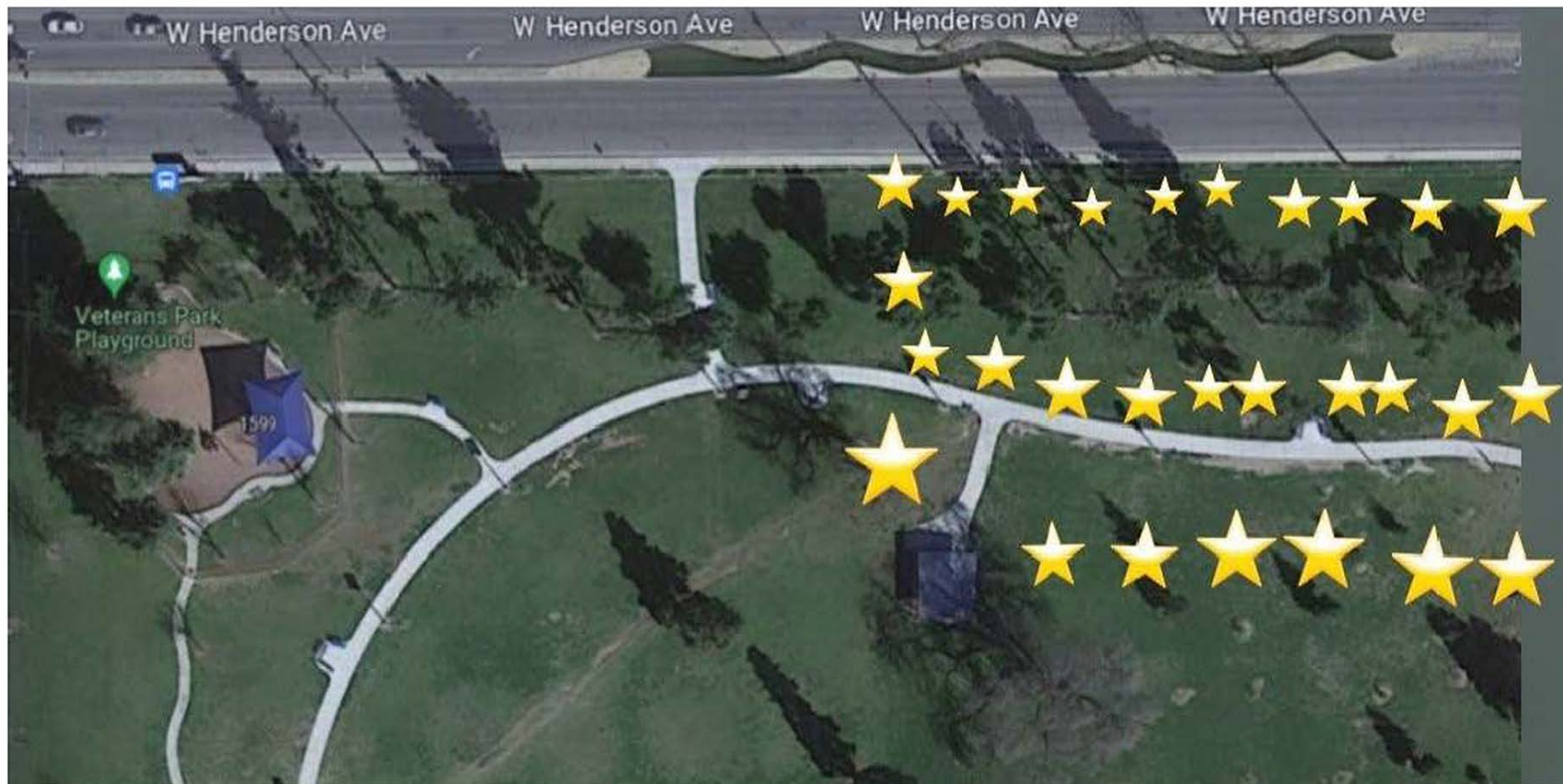
To which sidewalk

Activity

Parking lots and spaces

Location

Activity



Requirements for Community Civic Event
Porterville Kiwanis Club
Watermelon Festival
July 28, 2024

City Engineer: <i>D. Cervantez</i>	No comments.
Community Development Director: <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: Porterville Kiwanis Club
Event: Watermelon Festival
Event Chairman: Jamie Gomez
Location: Veterans Park, Porterville Ca
Date of Event: July 28, 2024 (9:00 a.m-7:00 p.m.)

RISK MANAGEMENT: Conditions of Approval

That the Porterville Kiwanis 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**

**Watermelon Festival
July 28, 2024, 9:00 am to 7:00 pm
Veteran's Park**

Proposed Conditions/Requirements for Event:

- At conclusion of event, event organizers shall ensure the park is promptly cleared of any equipment, booths, or waste
- Event organizers should contact the Patrol Watch Commander (Lieutenant Gurule, Lieutenant Hatch, or Lieutenant Ortiz) to discuss any potential policing needs. They can be reached at (559) 782-7410 or (559) 782-7417.
- Food vendors 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 and granted; however, event organizers shall not allow sound amplification to be so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.

Mark Azevedo, Lieutenant
Porterville Police Department

Exhibit B



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.



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

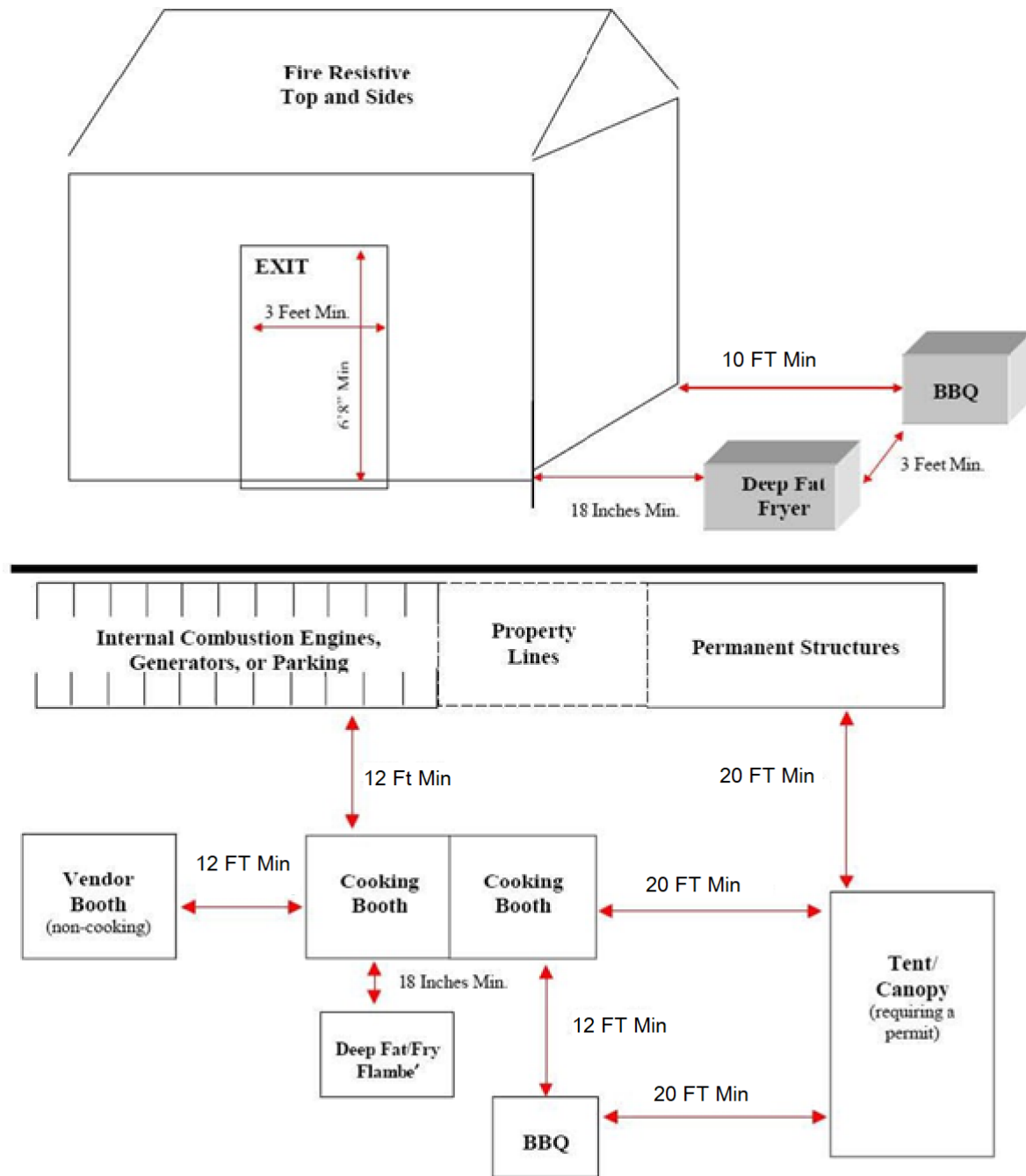
1. A visible and accessible, 2A:10BC fire extinguisher with a current (within the last 12 months) State Fire Marshall tag must be provided within 20' of travel in all cooking areas.
2. A visible and accessible Class K portable fire extinguisher with a current (within the last 12 months) State Fire Marshall 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.

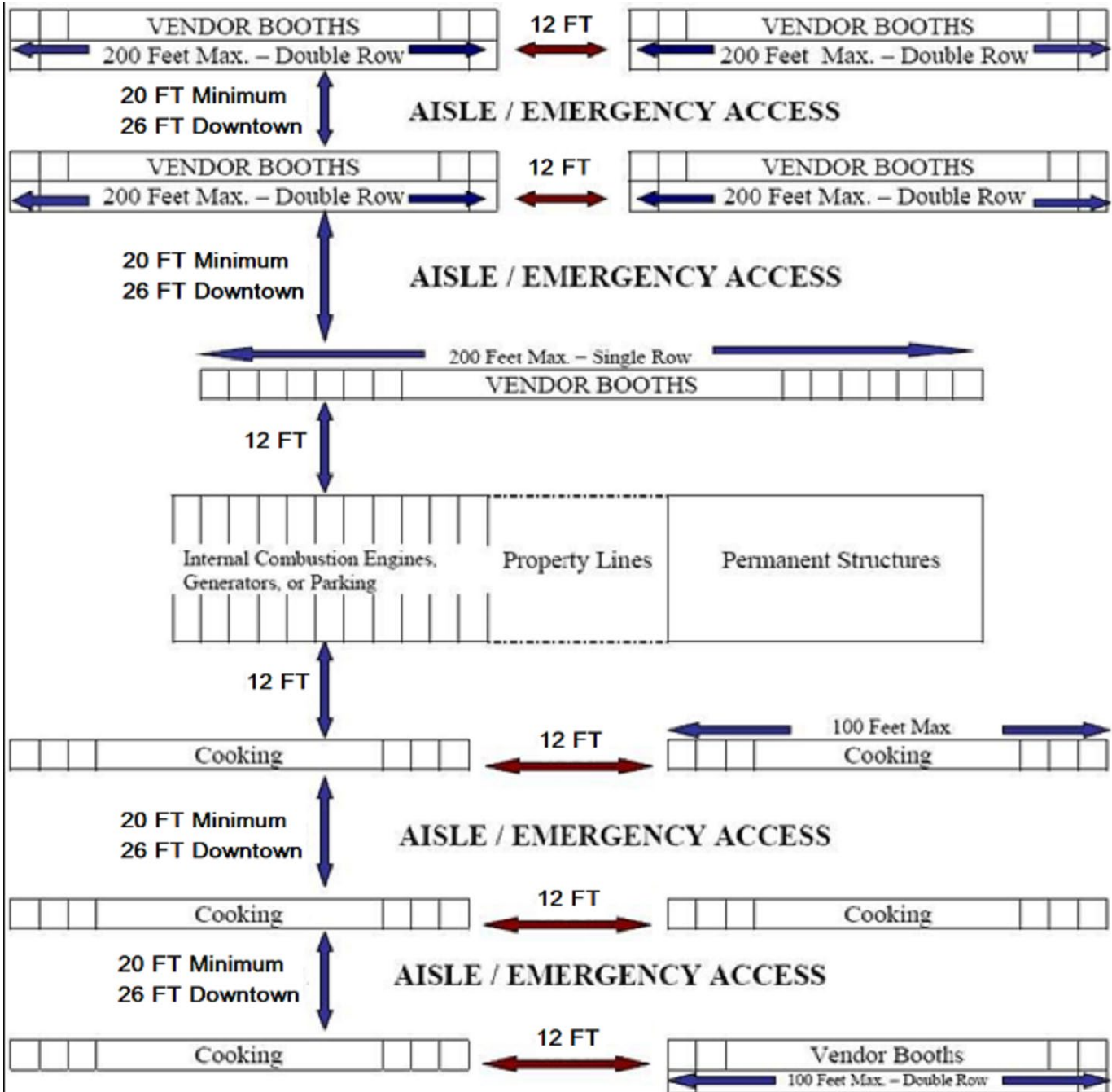
Signature _____ Date _____





PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION



**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: BERT MARTINEZ YARBROUGH, PORTERVILLE KIWANIS
P.O. BOX 1704, PORTERVILLE, CA 93257
- 2 Address where amplification equipment is to be used: VETERANS PARK, 1501 W HENDERSON, POR CA 93257
- 3 Names and addresses of all persons who will use or operate the amplification equipment: JAIME GOMEZ, 25433 AVE TERRA BELLA, CA 93270
- 4 Type of event for which amplification equipment will be used: SPEAKER/MIC
- 5 Dates and hours of operation of amplification equipment: 7/28/24 9:00AM -7PM
- 6 A general description of the sound amplifying equipment to be used: MUSIC/ANNOUNCEMENTS

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.

Bert Martinez Yarbrough
Signature of Applicant

5-15-24
Date

BERT MARTINEZ YARBROUGH, PORTERVILLE KIWANIS CLUB REPRESENTATIVE

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 Azevedo, Lieutenant
City of Porterville, Chief of Police/Designee

05/20/2024
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2024

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 Hylant - Indianapolis 10401 North Meridian St, Ste 200 Indianapolis IN 46290	CONTACT NAME: Lisa Christenson PHONE: (A/C No. Ext.) 317-817-5172 E-MAIL: kiwaniscert@hylant.com ADDRESS: kiwaniscert@hylant.com	FAX (A/C No.): 317-817-5151
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Lexington Insurance Company		19437
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1536974250

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 ☒ Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		013136005	11/1/2023	11/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 Liquor Liability \$1,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			013136005	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB OED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Self-Insured Retention			013136005	11/1/2023	11/1/2024	All Claims \$150,000

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

The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included).

July 28th, 2024, or any future date(s) during the policy term.

Watermelon Festival - Kiwanis Fundraiser

Located @ Veterans Park - 1501 W. Henderson Ave., Porterville, CA

Kiwanis Club of Porterville

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

Judy K. Wilson

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ENDORSEMENT

This endorsement, effective 12:01 AM 11/01/2023

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

City of Porterville
291 N. Main Street
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:

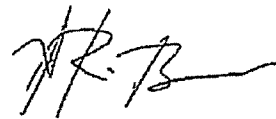
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

All other terms and conditions of the policy remain the same.



Authorized Representative



JUMPINF-01

KPINLAC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/13/2024

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 American Tri-Star Insurance Services Inc. 16162 BEACH BLVD STE 100 Huntington Beach, CA 92647	CONTACT NAME: Josh Quintero	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: josh@amtsi.com	
INSURED Jumpland Inflatable's 2250 W Aurora Ave Porterville, CA 93257	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Kinsale Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC # 38920	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	0100283532-0	2/12/2024	2/12/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nh) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
30 DAY CANCELLATION NOTICE APPLIES.

CERTIFICATE HOLDER IS ALSO ADDITIONALLY INSURED.

CERTIFICATE HOLDER

CANCELLATION

The City Of Porterville
15 E Thurman Ave Suite A
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

Josh Quintero

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT - SCHEDULED

Attached To and Forming Part of Policy 0100283532-0	Effective Date of Endorsement 05/22/2024 12:01AM at the Named Insured address shown on the Declarations	Named Insured Jumpland Inflatables
Additional Premium: \$275		Return Premium:

Policy Change Number: 1

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

SCHEDULE
The City Of Porterville, 15 E Thurman Ave, Suite A, Porterville, CA 93257

A. **SECTION II - WHO IS AN INSURED** is amended to include as an Additional Insured the person or organization shown in the above Schedule you are required to include as an Additional Insured on this Policy by written contract in effect during the policy period and executed prior to the "occurrence" of the "bodily injury", "property damage" or "personal and advertising injury", but only for the vicarious liability imposed on the Additional Insured provided that such liability is caused by the sole negligent conduct of the Named Insured and is proximately caused by "your work" for the Additional Insured.

However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
 2. Will not be broader than that which you are required by the written contract to provide for such Additional Insured.
- B. The insurance provided to the Additional Insured under this endorsement is limited as follows:
1. This coverage does not apply to "bodily injury" or "property damage":
 - a. Arising out of the sole negligence of the Additional Insured or any employees of the Additional Insured;
 - b. To any employee of the Named Insured or to any obligation of the Additional Insured to indemnify another because of damages arising out of such injury.
 2. Where there is no duty to defend the Named Insured, there is no duty to defend the Additional Insured. Where there is no duty to indemnify the Named Insured, there is no duty to indemnify the Additional Insured.
 3. A person's or organization's status as an Additional Insured under this endorsement ends when "your work" for that Additional Insured is completed.
- C. With respect to the insurance afforded to the Additional Insured, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the written contract; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

D. Duties of the Additional Insured in the event of "occurrence", claim or "suit":

1. The Additional Insured must promptly give notice of an "occurrence", a claim which is made or a "suit", to any other insurer which has insurance for a loss to which this insurance may apply.
2. The Additional Insured must promptly tender the defense of any claim made or "suit" to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

ATTN: BERT MARTINEZ YARBROUGH / BILL
YARBROUGH
PORTERVILLE KIWANIS - MULTI ANNUAL
PO BOX 1704
PORTERVILLE, CA 93258

TULARE CO. ENVIRONMENTAL HEALTH
5957 S MOONEY BLVD
VISALIA, CA 93277



REGULATED FACILITY: PORTERVILLE KIWANIS - MULTI ANNUAL
COUNTYWIDE
TULARE COUNTY, CA 93257

Facility #: FA1356010
Account #: AR1358225
District: 005

OWNER NAME: PORTERVILLE KIWANIS

Valid From 12/1/2023 to 12/1/2024

PT0022106 1691 - TEMP FOOD EVENT ORGANIZER - MULTIPLE EVENTS

A handwritten signature in black ink, appearing to be "Z. Q.", is written over a horizontal line.

Environmental Health Specialist

2/15/2024

Date Signed

This permit is issued with the condition that the facility remains in compliance with the California Retail Food Code, and all other laws and ordinances. Serious or repeat violations will result in an action to revoke this permit.

Please notify Environmental Health of any changes in ownership, business activity, business name, or billing address. Failure to notify Environmental Health may result in permit denial, revocation, and/or business closure. Permits become void on change of ownership. New owners must apply and pay for new Permit(s) prior to beginning operation.

PERMITS TO OPERATE AND ANNUAL FEE PAYMENTS ARE NOT TRANSFERABLE

5-15-24



City of Porterville Parks & Leisure Services

15 E Thurman Suite A
291 North Main Street
Porterville, CA 93257

559-791-7695
parks_leisure@ci.porterville.ca.us
<http://www.ci.porterville.ca.us/>

Registration/Payment Receipt 69045874

05/10/2024 12:51 PM

Account Information

Porterville Kiwanis
Bertha Yarbrough
552 E Date Ave
P.O. Box 1704
Porterville, CA 93257
155-935-9787

Payment

Cash \$187.00

Received By

Tonya Childree at Centennial Plaza

Item	Amount Paid
Veterans Park Pavilion 1 Jul 28, 2024 10:00 AM-10:00 PM - Resident Rental Fee: \$60/Block	\$60.00
Bounce House Permit Fee	\$27.00
Veterans Park Pavilion 2 Jul 28, 2024 10:00 AM-10:00 PM - Resident Rental Fee: \$60/Block	\$60.00
Veterans Park Picnic Area 4 Jul 28, 2024 10:00 AM-10:00 PM - Resident Rental Fee: \$40/Block	\$40.00
Subtotal	\$187.00
Total Payment	\$187.00

Prompt(s)

Are you having a bounce house at your party? If so, a bounce house permit must be purchased. By checking this box the permit fee will automatically be added to your cart. Outlets may NOT be used for bounce houses.. A list of authorized bounce house companies is available for you to print or you may pick up a list at the Parks & Leisure Office during normal business hours. Yes

Please indicate an estimated number of people you are expecting to attend this function.
Community Event

Select type of event Community Event (Requires City Council Approval)

Facility Notes

Veterans Park Pavilion 1

Parks, Pavilions

No alcoholic beverages are allowed in the parks without a permit issued by Parks and Leisure Services and the Police Department. **Those who want alcohol must apply at least seven (7) days prior to the event at the Parks & Leisure Services Offices (15 E Thurman Ave. Ste A). No Exceptions.** Alcohol beverage permit - \$2.00 per person. Permits only issued to those who rent pavilions or special areas. Alcohol tags are to be picked up at the Parks & Leisure office the Friday before your party.

Rental time includes set-up, take-down and clean-up. **Park hours:** 10:00 a.m. - 10:00 p.m.

Restroom hours: November – February 10:00 a.m. – 4:00 p.m.; March – October 10:00 a.m. – 8:00 p.m.

If you choose to add a bounce house to your reservation, there is an additional \$27 permit fee. Bounce house companies must have an insurance policy naming the City as additional insured for at least One Million Dollars (\$1,000,000) on file. Outlets may not be used for bounce houses. Please see the attached form for a authorized list of companies.

Amplified equipment must receive approval from the Police Department; **The application must be submitted in person seven (7) days prior to the event. No exceptions.** In the event you are in the park using amplified equipment without a permit, you may be charged a penalty.

Flammable decorations including scenery shall be fire resistant or flame proofed in accordance with the requirements of the City Fire Department. No device which produces flames, sparks, smoke or explosions shall be used in any facility without the approval of the Fire Department.

Vehicles are to be parked in designated parking areas only. Vehicles must remain off the grass at all times. Vehicles parking outside of the designated parking areas may be cited. No person shall operate a motor vehicle in a city park without a permit per Municipal Code 17-10.13. A permit may be requested as stated in the code 5 days in advance for loading/unloading purposes only.

Three dollar (\$3) administrative fee per transaction for any change. All changes must be made seven (7) business days in advance.

Electrical outlets at facilities are subject to service interruptions and are not guaranteed. Many outlets have a GFI or reset button. Outlets may not be used for bounce houses.

*Thank you for submitting a facility request. Every effort will be made to reserve the desired facility on the date requested. Fees paid preempt the ability of other members of the public from utilizing that facility on the date requested.

Unfortunately, vandalism occurs or other unforeseen difficulties arise, and most facility uses occur after normal maintenance crew and office hours. When there is an after-hour problem, call **782-7400** so that proper personnel can be dispatched as needed.

Police Department Approval: _____

Leisure Services Staff: _____

Veterans Park Pavilion 2

Parks, Pavilions

No alcoholic beverages are allowed in the parks without a permit issued by Parks and Leisure Services and the Police Department. **Those who want alcohol must apply at least seven (7) days prior to the event at the Parks & Leisure Services Offices (15 E Thurman Ave, Ste A). No Exceptions.** Alcohol beverage permit - \$2.00 per person. Permits only issued to those who rent pavilions or special areas. Alcohol tags are to be picked up at the Parks & Leisure office the Friday before your party.

Rental time includes set-up, take-down and clean-up. **Park hours:** 10:00 a.m. – 10:00 p.m.

Restroom hours: November – February 10:00 a.m. – 4:00 p.m.; March – October 10:00 a.m. – 8:00 p.m.

If you choose to add a bounce house to your reservation, there is an additional \$27 permit fee. Bounce house companies must have an insurance policy naming the City as additional insured for at least One Million Dollars (\$1,000,000) on file. Outlets may not be used for bounce houses. Please see the attached form for a authorized list of companies.

Amplified equipment must receive approval from the Police Department; **The application must be submitted in person seven (7) days prior to the event. No exceptions.** In the event you are in the park using amplified equipment without a permit, you may be charged a penalty.

Flammable decorations including scenery shall be fire resistant or flame proofed in accordance with the requirements of the City Fire Department. No device which produces flames, sparks, smoke or explosions shall be used in any facility without the approval of the Fire Department.

Vehicles are to be parked in designated parking areas only. Vehicles must

remain off the grass at all times. Vehicles parking outside of the designated parking areas may be cited. No person shall operate a motor vehicle in a city park without a permit per Municipal Code 17-10.13. A permit may be requested as stated in the code 5 days in advance for loading/unloading purposes only.

Three dollar (\$3) administrative fee per transaction for any change. All changes must be made seven (7) business days in advance.

Electrical outlets at facilities are subject to service interruptions and are not guaranteed. Many outlets have a GFI or reset button. Outlets may not be used for bounce houses.

*Thank you for submitting a facility request. Every effort will be made to reserve the desired facility on the date requested. Fees paid preempt the ability of other members of the public from utilizing that facility on the date requested.

Unfortunately, vandalism occurs or other unforeseen difficulties arise, and most facility uses occur after normal maintenance crew and office hours. When there is an after-hour problem, call **782-7400** so that proper personnel can be dispatched as needed.

Police Department Approval: _____

Leisure Services Staff: _____

Veterans Park Picnic Area 4

Parks, Pavilions

No alcoholic beverages are allowed in the parks without a permit issued by Parks and Leisure Services and the Police Department. **Those who want alcohol must apply at least seven (7) days prior to the event at the Parks & Leisure Services Offices (15 E Thurman Ave, Ste A). No Exceptions.** Alcohol beverage permit - \$2.00 per person. Permits only issued to those who rent pavilions or special areas. Alcohol tags are to be picked up at the Parks & Leisure office the Friday before your party.

Rental time includes set-up, take-down and clean-up. **Park hours:** 10:00 a.m. - 10:00 p.m.

Restroom hours: November - February 10:00 a.m. - 4:00 p.m.; March - October 10:00 a.m. - 8:00 p.m.

If you choose to add a bounce house to your reservation, there is an additional \$27 permit fee. Bounce house companies must have an insurance policy naming the City as additional insured for at least One Million Dollars (\$1,000,000) on file. Outlets may not be used for bounce houses. Please see the attached form for a authorized list of companies.

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occur after normal maintenance crew and office hours. When there is an after-hour problem, call **782-7400** so that proper personnel can be dispatched as needed.

Police Department Approval: _____

Leisure Services Staff: _____

Waiver(s)

Parks Waiver

Applicant hereby agrees to hold the City of Porterville, their employees, agents and officers free and harmless from any loss, damage, liability, cost or expense that may arise during or be caused in any way by such use or occupancy of said facilities. Applicant agrees to leave the facility in the same condition as found before use. Applicant assumes all risk for any injuries, including the risk of exposure to communicable diseases as a result of participation or use of facilities. Any damages, misuse or destruction of City property or equipment is the responsibility of the applicant. Applicant agrees to reimburse the City of Porterville for all charges. The City of Porterville does not provide accident, medical, liability or any other insurance for facility users. In the event staff is taking photos of the park and/or the recreational activities it affords on the day of my event, I give my permission for the City to use said photos in promotional materials. I have read, understand and agree to the rules and regulations that are listed on this form. The City of Porterville will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its facilities, programs, services and activities. Anyone requiring special assistance please call 791-7695.

Important Information for Credit Card Users

I, the applicant, hereby understands and agree a service (convenience) fee will be applied to all credit credit card transactions. This fee will be 2.50% of the payment amount with a minimum fee of \$1.95.

***This fee is collected by a 3rd party and will not be shown on your City of Porterville Parks & Leisure receipt.**

UNLOADING/LOADING PERMIT

Name: PORTERVILLE KIWANIS
Phone: JAIME GOMEZ 559-789-1943
Event: WATERMELON FESTIVAL Date of Event: 7/28/24



CITY ORDINANCE 17-10.13: Parking in City Parks

A. Regulated: No person shall operate, drive, stop, park or leave standing any motor vehicle, other than on paved roadways or paved parking areas, in any city park, except when in possession of a permit issued by the Director of Parks and Leisure Services permitting that person to operate, drive, stop, park or leave standing said motor vehicle, and further except any motor vehicle being operated, driven, stopped, parked or left standing by a city employee in the course and scope of his or her duties.

B. Permit: A permit may be obtained from the city to park on other than paved roadways or paved parking areas at the aforementioned city parks. The party requesting such permit shall apply to the Director of Parks and Leisure Services for such permit, on a form specified by that department, for any person or group activity, no less than five (5) working days prior to the requested date.

Non-Compliance may result in a citation.

SIGNATURE

APPROVAL

A handwritten signature in dark ink, appearing to be "Buef".

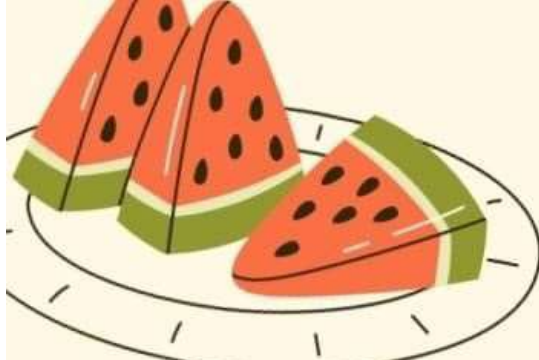
Applicant

5-15-24

A handwritten signature in dark ink, appearing to be "Donnie Moore".

Director, Parks & Leisure Services

Non-Transferable



JULY 28, 2024

**WATERMELON
FESTIVAL
VETERANS PARK
PORTERVILLE CA
10AM TO 7PM**



**FREE TRAIN RIDES
FREE HUGE KIDS
ZONE BY JUMP LAND
MEET BLUEY + BINGO**



**BOOTH
DJ**





CITY COUNCIL AGENDA – JUNE 18, 2024

SUBJECT: Approval of Community Civic Event - Parenting Network - Back to School Party - August 2, 2024

SOURCE: Finance

COMMENT: The Parenting Network is requesting approval to hold the "Back to School" event on Friday, August 2, 2024, from 10:00 AM to 2:00 PM, at Zalud Park. The event will consist of games, an informational booth, free health and dental screenings, and a backpack giveaway for children five to seventeen years of age.

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. All requirements and restrictions are contained on the attached copy of the Application and Agreement, Exhibit A, and Exhibit B.

RECOMMENDATION: That the City Council approve the Community Civic Event application from the Parenting Network to hold the "Back to School" event on Friday, August 2, 2024, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A, and Exhibit B.

ATTACHMENTS:

1. Application and Agreement, Map, Exhibit A, Exhibit B, 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? 6/5/2024 E-mail address? Website?
Application date: 6/5/2024 Event date: August 2nd
Event time: 10 AM - 2PM
Name of Event: Back To School Party

Sponsoring organization: Parenting Network Phone # 559-793-2527
Address: 770 N. Main St
Authorized representative: Flor Martinez Phone # 559-793-2527
Address: 770 N. Main St.
Event chairperson: Flor Martinez / Edie Chido Phone # 559-793-2527

Location of event Zalud Park
(Location map must be attached)

Description of event: Community Event, Free, games, resources,
backpack give-away,
Purpose of event: Backpacks for children 5 - 17
Non-profit organization status: 501(c)3 77-0188710

(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	
<u> </u>	<u> </u>	Bus. Lic. Spvr. <u> </u>
<u> </u>	<u> </u>	Pub. Works Dir <u> </u>
<u> </u>	<u> </u>	Comm. Dev. Dir. <u> </u>
<u> </u>	<u> </u>	Field Svcs. Mgr. <u> </u>
<u> </u>	<u> </u>	Fire Chief <u> </u>
<u> </u>	<u> </u>	Parks Dir. <u> </u>
<u> </u>	<u> </u>	Police Chief <u> </u>
<u> </u>	<u> </u>	Risk Manager <u> </u>

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)*

ll 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.**

ll 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.

ll 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.

ll 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.

ll 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.

Parenting Network
(Name of Organization)

[Signature]
(Signature)

6/5/24
(Date)

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: Back To School Party

Sponsoring organization: Parenting Network

Location: Zalud Park Event date: 8/2/24 Event time: 10am-2pm

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
Anthem	will.sanchez@anthem.com		Free Health Screenings
FHCN	ysolis@fhcn.org		Free Health Screenings
Wellness Center	j.soto@kingsview.org		Info Booth
Children's Choice Dental	j.espinosa@mychildrenschoice.com		Free Dental Screenings
Altura Ctr for Health	mvaleride@altura.org		Free Health Screenings
Sequoia Fam Med	arielle.gutierrez@myfmc.com		Free Health Screenings

*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.

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

Event date: 8/2/24 Hours: 12pm - 12pm

Hours: 1.00
D: N/A

[illegible][illegible][illegible]

N El Granito St

N El Granito St

LOCATION OF EVENT



700

700

and Ave

W Grand Ave

W Grand Ave

Google

W Grand Ave

Requirements for Community Civic Event
Parenting Network
Back to school Party
August 2, 2024

City Engineer: <i>D. Cervantez</i>	No comments.
Community Development Director: <i>C. Calderon</i>	No comments.
Public Works Director: <i>M. Knight</i>	No comments.
Fire Marshal: <i>C. Dignam</i>	No comments.
Parks and Leisure Services Director: <i>D. Moore</i>	Vehicles to park in designated parking areas only.
Police Lieutenant: <i>A. Acevedo</i>	Please see Exhibit B.
Administrative Service Director: <i>Y. Andrade</i>	Liability Coverage is sufficient based on the information provided on the event application.
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: Parenting Network
Event: Back to School Party
Event Chairman: Flor Martinez
Location: Zalud Park, Porterville CA
Date of Event: August 2, 2024 (10:00 a.m.- 12:00 p.m)

RISK MANAGEMENT: Conditions of Approval

That Parenting Network 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**

**Back to School Party
August 2, 2024, 10am-2pm
Zalud Park**

Proposed Conditions/Requirements for Event:

- At conclusion of event, event organizers shall ensure the park is promptly cleared of any equipment, booths, or waste.
- Event organizers should contact the Patrol Watch Commander (Lieutenant Gurule, Lieutenant Hatch, or Lieutenant Ortiz) to discuss any potential policing needs. They can be reached at (559) 782-7400.
- An Outside Amplifier Permit has been approved and granted; however, event organizers shall not allow sound amplification to be so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.

Mark Azevedo, Lieutenant
Porterville Police Department

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



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

- 1 Name and home address of the applicant: Parenting Network
770 N. Main St
- 2 Address where amplification equipment is to be used: Valued Park
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Fior Martinez
770 N. Main St
- 4 Type of event for which amplification equipment will be used: Community Event
giving out free Back Packs
- 5 Dates and hours of operation of amplification equipment: 8/2/24 10am-12pm
- 6 A general description of the sound amplifying equipment to be used: Speakers for music

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.

Signature of Applicant

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 Azevedo, Lieutenant

City of Porterville, Chief of Police/Designee

06/06/24

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/16/2023

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 SEARCY INSURANCE CENTER, INC 15152 OAK RANCH DRIVE VISALIA, CA 93292	CONTACT NAME: JOHNNY SEARCY PHONE (A/C, No, Ext): 800-736-3904 FAX (A/C, No): 559-334-3442 E-MAIL ADDRESS: SEARCY.INSURANCE@GMAIL.COM
INSURED PARENTING NETWORK, INC. 330 NORTH JOHNSON ST VISALIA, CA 93291	INSURER(S) AFFORDING COVERAGE INSURER A: PHILADELPHIA INDEMNITY INS. CO. NAIC #: 18058 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	X		PHPK2597611	10/16/2023	10/16/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY HIRED AUTOS ONLY ☐						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐ E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$

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

CITY OF PORTERVILLE IS NAMED AS ADDITIONAL INSURED PER ATTACHED ADDITIONAL INSURED ENDORSEMENT

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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POLICY NUMBER:
PHPK2597611

COMMERCIAL GENERAL LIABILITY

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 Person or Organization:

City of Porterville, its officers, agents, officials, employees and volunteers, individually and collectively.

Subrogation is waived as regards the Additional Insured. 30 day Notice of Cancellation will be given the Additional Insured.

Insurance is Primary and Non-Contributory.

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.



CITY COUNCIL AGENDA – MAY 7, 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 April 16, 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:

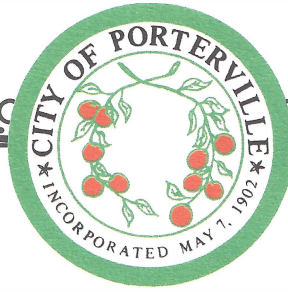
Fernando Gabriel-Moraga, Deputy City Clerk

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.

A Temporary Evacuation point has been set up at Porterville College, 100 E College Avenue. Thank you.

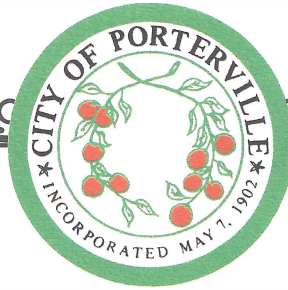
Jake Castellow
Chief of Police

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](https://www.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.

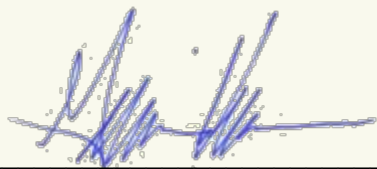
The Water Board shall post on its internet website all reports received pursuant to this subparagraph.

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).

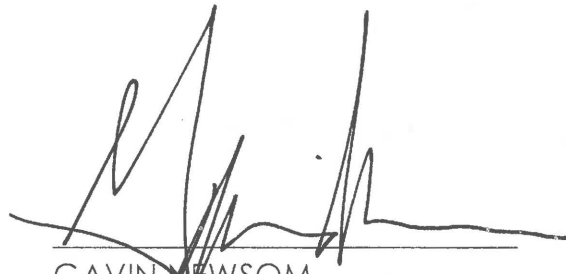
- f. The project proponent shall keep all repairs and construction to the minimum necessary to alleviate the emergency caused by the 2022- 2023 Winter Storm Events and limited to in-kind replacement or refurbishment of on-site features, although the project may undertake minor upgrading if bioremediation 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".

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
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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.

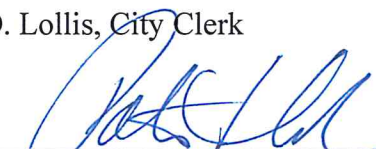
PASSED, APPROVED AND ADOPTED this 4th day of April, 2023.



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

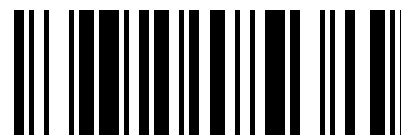
By: 
Fernando Gabriel-Moraga, Deputy City Clerk

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:	Ship To:
PORTERVILLE FIRE DEPARTMENT 40 W CLEVELAND PORTERVILLE, CA 93257 Phone: 559-782-7526 Email: jrodriguez@ci.porterville.ca.us	PORTERVILLE FIRE DEPARTMENT 40 W CLEVELAND PORTERVILLE, CA 93257
Customer: PORTERVILLE FIRE DEPARTMENT	Contact: JANIE RODRIGUEZ PO Number: 23-22733

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

T

t

t

t

\$2,500.00

\$600.00

W9 Click here.

\$9,200.00

9.250%

\$851.00

\$3,100.00

\$13,151.00

THANK YOU FOR YOUR BUSINESS!



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 M. Foster 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	35	0	9
Thursday, March 7, 2024	36	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	41	0	9
Tuesday, March 26, 2024	41	0	9
Wednesday, March 27, 2024	44	0	9
Thursday, March 28, 2024	40	0	9
Friday, March 29, 2024	45	0	9
Saturday, March 30, 2024	46	0	9
Sunday, March 31, 2024	34	0	9
Monday, April 1, 2024	46	0	9
Tuesday, April 2, 2024	34	0	9
Wednesday, April 3, 2024	38	0	9
Thursday, April 4, 2024	38	0	9
Friday, April 5, 2024	31	0	9
Saturday, April 6, 2024	28	0	9
Sunday, April 7, 2024	33	0	9
Monday, April 8, 2024	38	0	9
Tuesday, April 9, 2024	41	0	9
Wednesday, April 10, 2024	39	0	9
Thursday, April 11, 2024	34	0	9

Friday, April 12, 2024	33	0	9
Saturday, April 13, 2024	38	0	9
Sunday, April 14, 2024	36	0	9
Monday, April 15, 2024	31	0	9
Tuesday, April 16, 2024	34	0	9
Wednesday, April 17, 2024	34	0	9
Thursday, April 18, 2024	33	0	9
Friday, April 19, 2024	29	0	9
Saturday, April 20, 2024	28	0	9
Sunday, April 21, 2024	29	0	9
Monday, April 22, 2024	28	0	9
Tuesday, April 23, 2024	28	0	9
Wednesday, April 24, 2024	28	0	9
Thursday, April 25, 2024	29	0	9
Friday, April 26, 2024	32	0	9
Saturday, April 27, 2024	30	0	9
Sunday, April 28, 2024	34	0	9
Monday, April 29, 2024	29	0	9
Tuesday, April 30, 2024	28	0	8
Wednesday, May 1, 2024	27	0	9
Thursday, May 2, 2024	26	0	9
Friday, May 3, 2024	29	0	9
Saturday, May 4, 2024	29	0	9
Sunday, May 5, 2024	34	0	9
Monday, May 6, 2024	30	0	9
Tuesday, May 7, 2024	30	0	9
Wednesday, May 8, 2024	30	0	9
Thursday, May 9, 2024	35	0	9
Friday, May 10, 2024	32	0	9

Saturday, May 11, 2024	30	0	9
Sunday, May 12, 2024	30	0	9
Monday, May 13, 2024	32	0	9
Tuesday, May 14, 2024	32	0	9
Wednesday, May 15, 2024	32	0	9
Thursday, May 16, 2024	33	0	9
Friday, May 17, 2024	36	0	9
Saturday, May 18, 2024	33	0	9
Sunday, May 19, 2024	38	0	9
Monday, May 20, 2024	34	0	8
Tuesday, May 21, 2024	30	0	9
Wednesday, May 22, 2024	30	0	9
Thursday, May 23, 2024	29	0	7
Friday, May 24, 2024	34	0	8
Saturday, May 25, 2024	35	0	9
Sunday, May 26, 2024	38	1	9
Monday, May 27, 2024	36	0	9
Tuesday, May 28, 2024	35	0	8
Wednesday, May 29, 2024	32	0	7
Thursday, May 30, 2024	31	0	7
Friday, May 31, 2024	29	0	8
Saturday, June 1, 2024	30	0	9
Sunday, June 2, 2024	34	0	10
Monday, June 3, 2024	33	0	9
Tuesday, June 4, 2024	27	0	8
Wednesday, June 5, 2024	32	0	9
Thursday, June 6, 2024	31	0	9
Friday, June 7, 2024	30	0	8
Saturday, June 8, 2024	33	0	9

Sunday, June 9, 2024	36	0	9
Monday, June 10, 2024	35	0	9
Tuesday, June 11, 2024	34	0	8



CITY COUNCIL AGENDA – JUNE 18, 2024

SUBJECT: Adoption of Fiscal Year 2024-2025 Budget

SOURCE: City Manager's Office

COMMENT: Consistent with the City Charter, the City Manager has submitted for the City Council's consideration the proposed Budget for the 2024-2025 Fiscal Year. Section 51 of the Charter provides that the City Manager shall provide not later than thirty (30) days before the end of the City's fiscal year, an estimate of expenditures and revenues of the City Departments for the ensuing year. Included with the draft 2024-2025 Budget is the City Manager's budget message which emphasizes the significant projects and factors involved with the budget's development and composition, and recommends periodic review of budget targets and the revision of expenditures to meet those targets, if necessary.

The Charter provides that "after duly considering the estimate and making such corrections or modifications thereto as shall seem advisable to it, the Council shall by resolution adopt a general budget and such resolution shall operate as an appropriation of funds to the amounts and for the purposes set forth in the budget so adopted."

All spending authority from the current 2023-2024 Fiscal Year budget expires on June 30, 2024. Therefore, a new budget must be adopted which allows payroll to be paid and routine expenditures to be incurred effective July 1, 2024.

At its Special Meeting on May 14, 2024, the City Council considered and affirmed as presented its Priority Projects for the 2024-2025 Fiscal Year. On June 4, 2024, the draft budget was presented to the City Council for its review. No amendments were made to the proposed budget and the City Council took action to schedule the public hearing for June 18, 2024, for consideration of the proposed 2024-2025 Fiscal Year budget.

RECOMMENDATION: That the City Council conduct the Public Hearing; and consider for adoption the proposed 2024-2025 Fiscal Year Budget, including any modifications.

ATTACHMENTS:

1. Budget Message
2. Draft Resolution for the Fiscal Year 2024-2025 General Fund Budget
3. Draft Resolution for the Fiscal Year 2024-2025 Budgets for

the Special Revenue, Proprietary, Capital Projects and Debt Service Funds

4. Fiscal Year 2024-2025 Recertification of Measure H Expenditure Plan
5. Fiscal Year 2024-2025 Annual Budget - Fund Summaries
6. Draft FY 2024-2025 Annual Budget - Fund Details
7. Fiscal Year 2024-2025 Capital Improvement Program
8. Fiscal Year 2024-2025 Equipment Replacement Schedule

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, City Manager

Final Approver: Patrice Hildreth, City Manager

Fiscal Year 2024-2025 Preliminary Budget June 18, 2024

Honorable Mayor, Vice Mayor and Members of Council:

More than a decade now removed from the "Great Recession," the City endured extraordinary budgetary challenges through diligent fiscal stewardship and strategic planning, and has continued to make steady progress toward improving services to the community and overall quality of life for its residents, and at the same time preparing for future opportunities and fiscal challenges. The catastrophic Library Fire on February 18, 2020, combined with the COVID-19 pandemic presented tremendous financial and service challenges, yet the City has strived to endure and strategize for the community's recovery from both and to stimulate growth and improvement. The current uncertain economic conditions and inflation with the flattening of revenues along with rising construction and material costs impacting the City's aggressive capital project development plans, present the greatest challenges in the current fiscal year.

In regard to the continued recovery from the Library Fire, the City Council has previously taken action to restrict any insurance proceeds received for the express purpose of reimbursement of expenditures related to the loss of the library and the establishment of the new library, with a current estimated restricted fund reserve received of \$8.6 million. The City entered into up to a 6-year lease agreement beginning effective in February 2021 of an approximate 8,000-square foot commercial space in the Downtown area next to Grocery Outlet on D Street/Olive Avenue to serve as an interim temporary library facility while a new library is being developed. The temporary library facility opened for service to the public on July 1, 2022. The current 2024-2025 Fiscal Year Budget proposes the expenditure of \$2.46 million in insurance proceeds, including the temporary facility lease (\$12,175 per month), and books (\$50,000).

The City's Library Facility Planning Committee, with the assistance of a planning consultant, prepared a Needs Assessment for a new 40,000-square foot community library that was presented to and accepted by the Council in August 2021. The Committee subsequently undertook a site location analysis, which recommended the construction of the new facility in the vicinity of Olive Avenue adjacent to vacant City land near the Heritage Community Center. Staff completed acquisition of the approximate 3.91-acre property in October 2022, with the current estimated construction estimate of \$40 million, based on the proposed 40,000-square foot facility. In August 2023, the Council awarded the design consultant contract for the proposed new facility and planned adjacent mini-pitch sports complex for \$2.04 million.

Staff applied for a \$10 million State Library "Building Forward" grant in 2022, and was successful in being awarded \$7.26 million toward the new facility. Staff submitted a second State grant application in 2023 for \$2.74 million (the difference of the maximum \$10 million award), however, the State has delayed any further library grant awards due to State budget challenges. Assemblyman Mathis introduced a State budget appropriation of \$15 million for the new library in the current 2023-2024 fiscal year,

however, the requested appropriation was not contained in the State Budget. Staff remains in communication with its adjustor and third-party consultant in regard to insurance proceeds, and is also pursuing other funding opportunities and potential financing toward the development of the new facility.

One of the investigations into the Library Fire, requested by then Fire Chief Dave LaPere, was the Serious Accident Review Team (SART). The SART Report was released in the 2021 calendar year, which one of the more than ninety (90) Report recommendations was to increase fire personnel staffing and the creation of a Deputy Fire Chief position. Consistent with the recommendations, the City applied and was selected for a federal Staffing for Adequate Fire and Emergency Response (SAFER) grant that will provide full-funding for six new Firefighters for three fiscal years, with the City becoming financially responsible for the personnel in the fourth year (proposed to be funded by Measure I). The Council also approved the creation of the Deputy Fire Chief position, funded by Measure I. The Police Department, in compliance with the SART recommendations, is requesting the addition of two (2) new Dispatcher positions, resulting in an increase of one (1) Dispatcher per shift for Fire Department personnel and critical incidents. The positions are proposed to be funded by Measure H. Given the facility needs to house the new Fire Department personnel and the corresponding apparatus, each of the City's three fire stations are currently under design for expansion and modification at an estimated construction cost of \$11.5 million, funded by Measure I. The Fire Training Facility Prop will soon be under construction, with an estimated construction cost of \$2 million, funded by Measure I. Design has also begun on the new Regional Emergency Operations Center and Public Safety Headquarters, with the Centennial Plaza facility being evaluated to be the location. State Senator Hurtado authored a State Budget appropriation of \$10 million for the project, with a total estimated construction cost of \$20 million.

Effective April 1, 2022, the United States Treasury Department made its Final Rule for the American Rescue Plan Act (ARPA) funds, which allocated \$19,984,717 in federal funds to assist the City and its residents in economic recovery. Consistent with Treasury's guidelines, Council has directed the funds be prioritized toward water and sewer infrastructure projects, provision of services addressing homelessness, local business assistance (in particular the restaurant industry), local vaccination efforts and recovering City revenue losses and funding ongoing public safety services. Given the requirement that funds must be obligated by December 31, 2024 and expended by December 31, 2026, City staff has continued to coordinate with the Council in the use and expenditure of funds consistent with its direction. As part of the Final Rule, the Treasury determined that a recipient jurisdiction may spend up to \$10 million in support of "unrestricted" general government activities, including capital improvements. The City is currently finalizing a draft agreement with the County of Tulare to receive \$1 million of ARPA funds from the County to be utilized for the provision of services to address homelessness.

Of the approximate \$20 million in ARPA funds received, the City has expended approximately \$11.36 million in funds in targeted activities, including approximately \$2.3 million in retaining and supporting public sector employees, \$1.8 million in support of the vaccine local business incentive program, \$761,000 for employee testing and quarantine, \$435,000 in public safety premium pay, \$273,000 in support of the navigation center, and

\$250,000 in support of the Finca Serena affordable and permanent supportive housing project. The Police Department established a full-time limited-term social worker position to assist Officers in critical incidents involving behavioral health, funded by ARPA (\$250,000) through December 31, 2024. The Council directed staff to utilize available ARPA funds toward the expansion of the Navigation Center through the development of a restroom and shower facility for use by local individuals experiencing homelessness. Staff with working with the County of Tulare on an agreement for the use of \$1 million in ARPA funds issued to the County for purpose of homeless services in Porterville.

The Council previously allocated ARPA funds to support its priority capital projects, and provided additional direction on May 14, 2024, including the new indoor recreation facility (\$4 million), the design of the lighted baseball field (\$167,150), Hayes Field lighting replacement (\$750,000), and the replacement of poles supporting the netting at the golf course driving range (\$300,000). The animal shelter (\$5 million) is anticipated to be finalized this month. The facility is scheduled to begin operations in Summer 2024.

Eagle Mountain Casino relocated from the Tule River Reservation to the Tule River Tribe's trust property by the Airport, opening in May 2023. Consistent with the Memorandum of Understanding between the City and the Tribe to mitigate relocation impacts, the Tribe has made its one (1) quarterly payment (\$156,513) toward the \$676,084 annual payment. The funds received will mitigate primarily public safety impacts, which included the hiring of three (3) additional Firefighters (\$375,000), two (2) Police Officers (\$275,000) and two (2) Dispatchers (\$200,000).

On December 5, 2023, The City Council authorized the withdrawal effective June 30, 2024, from the Tulare County Regional Transit Agency (TCRTA). This effort to withdrawal from the TCRTA has taken extensive staff time and resources. The City Council will consider proposals derived from a request for proposals that was authorized by the City Council on April 16, 2024. Staff has utilized regional market data to develop a conservative budget to fund the operation and capital expenditures for the Transit Division, due to the complexity of the withdrawal from the TCRTA and City relaunching an in-house managed transit operation. It is anticipated, that through the contracting process that the budget will be able to be refined. Transit is funded with federal, state, and local Measure R transportation funds.

On April 16, 2024, the City Council adopted Ordinance 1905, which regulates unsafe and unauthorized camping and storage of personal property, protection of critical infrastructure, and mitigation of harm to the public's health, safety, and welfare. The enforcement of the ordinance will require additional personnel to be added to the Police Department and Parks and Leisure Department. The Special Methods and Resources Team (SMART) has been effective in providing resources and responding to calls regarding unhoused individuals. To be effective in providing these services and enforcing Ordinance 1905, the Police Department has requested the addition of a new Patrol Lieutenant (\$188,000), Police Sergeant (\$115,000), Police Officer (\$96,000), and Community Service Officer (\$82,000) funded with Measure I. To complete the cleanup effort associated with Ordinance 1905, the Parks and Leisure Department has requested the creation of a new full-time Encampment Maintenance Worker (\$92,000) and four (4)

part-time Encampment Maintenance Aides (\$17.00/hour) funded through the General Fund.

Although uncertain economic conditions with increased interest rates and construction costs have significantly impacted the retail industry, there continues to be strong interest by national-brand commercial retailers to locate in Porterville, primarily either on Henderson Avenue or State Route 190 commercial corridors. Although the decision by Walmart not to construct the long-planned Super Walmart at Riverwalk Phase II has significantly hampered retailer recruitment efforts within the commercial center, the developer of Riverwalk Phase I continues to pursue major retailers, with Dutch Bros recently opening. The development of a new hotel (Hampton Inn & Suites) is also proposed in the area on property adjacent to the existing Holiday Inn Express & Suites.

In regards to new residential housing, Smee Homes, Inc. has completed significant construction of Villas at Sierra Meadows (106-unit single family). LeOr, LLC has also completed significant construction of Royal Oaks (191-unit single family), with Phase 3 currently being constructed. San Joaquin Valley Homes Brookside Subdivision (229-unit single family) is currently under construction. Smee Homes Inc. received approval and is in final design on the Villas at Sierra Meadows 4 & 5 (99-unit single family). Mass Investment Group, LLC recently received approval for the Crestview Park Residential Development Project (46-unit single family). Several other proposed single-family residential development projects are currently being considered. In regard to multi-family housing, the Finca Serena 80-unit affordable housing development (including 40 permanent supportive housing units and 40 general public units) opened in 2023 and is fully tenanted, and the Carolita affordable housing development (68-units) also opened in 2023. The Westwood Paradise 58-unit multifamily housing development is currently under construction, and there are several other proposed projects currently being considered.

Sales tax revenue forecasts for the next couple of years are expected to increase slightly, the current fiscal year is forecasted to decrease moderately due to current uncertain economic conditions. Over the past five years, the City's General Fund revenues have increased approximately 17.72%, from approximately \$28.67 million in FY 2019-2020 to an estimated \$33.75 million in the recent FY 2023-2024. As tax revenues have been moderately improving, staff has conservatively estimated General Fund revenues for the current 2024-2025 fiscal year at approximately \$35.27 million, which represents a 4.5% increase over the prior fiscal year estimate.

Over the past five years, General Fund expenditures have increased approximately 3.7%, from approximately \$28.80 million in FY 2019-2020 to an estimated \$29.86 million in FY 2023-2024 fiscal year. Expenditures for the current 2024-2025 fiscal year are currently budgeted at \$35.08 million, which represents an approximate 17.49% increase over the prior fiscal year, resulting in an estimated \$1,274,661 budget surplus after considering transfers and debt service.

General Fund Summary: 2019 – 2024

<u>Fiscal Year:</u>	<u>Revenue:</u>	<u>Expenditures:</u>	<u>Transfers:</u>	<u>Balance:</u>
2019-2020	\$28,667,785	\$28,801,011	(\$1,028,253)	(\$1,161,479)
2020-2021	\$32,230,698	\$30,294,257	\$1,579,125	\$3,515,566
2021-2022	\$31,984,562	\$28,125,079	\$ 422,478	\$4,281,961
2022-2023	\$35,383,943	\$31,434,493	\$ 511,639	\$4,461,089
2023-2024*	\$33,747,931	\$29,858,503	(\$ 113,967)	\$3,775,461
2024-2025**	\$35,267,477	\$35,079,746	\$1,086,930	\$1,274,661

* Estimate

** Proposed

Based on estimates for the fiscal year 2023-2024 ending, both the City's "Budget Stabilization" Reserve Fund (15% of annual budgeted operating expenditures; \$5.2 million) and the "Catastrophic/Emergency" Reserve Fund (10% of annual budgeted operating expenditures; \$3.5 million) are fully-funded, with current funding levels in the "Infrastructure Deferred Maintenance/Improvement" Designated Fund of \$3.1 million, the "Capital Construction/Improvement" Designated Fund of \$2.8 million, the "Facility Deferred Maintenance/Equipment Replacement" Designated Fund of \$3.1 million and "Special Purposes" Reserve Fund of \$95,000.

The City has been making an annual additional discretionary payment (ADP) to California Public Employees Retirement System (CalPERS) to address the City's pension unfunded actuarial liability (UAL), the payment prorated to the City's funds based upon payroll allocation. An ADP of \$665,000 was made in the 2022-2023 fiscal year, \$1.8 million in the 2023-2024 Fiscal Year budget, and \$300,000 is planned for 2024-2025 Fiscal Year Budget.

Staff recommends the appropriation of several new positions to be paid from the General Fund this current fiscal year including one (1) full-time Encampment Maintenance Worker (\$92,000) and four (4) part-time Encampment Maintenance Aides (\$17.00/hour) for the Parks and Leisure Department to complete the cleanup effort associated with Ordinance 1905 at an estimated expense of \$305,000.

MEASURE H

The Measure H Expenditure Plan has been fully-implemented and is essentially in maintenance mode, with the exception that Library & Literacy expenditures have been limited in the current and past fiscal years due to the Library fire. An estimated Fund Reserve balance of \$5,334,314 exceeds the recommended fifteen percent (15%) of annual budgeted operating expenditures which is \$813,554. The Police Department, in compliance with the SART recommendations, is requesting the addition of two (2) new Dispatcher positions, resulting in an increase of one (1) Dispatcher per shift for Fire Department personnel and critical incidents at an estimated annual expense of \$156,000. An appropriation of \$65,000 for emergency response vehicle preemption is included in this years budget.

The Transactions and Use Tax Oversight Committee (TUTOC) recently met and had no issue with the proposed Measure H budget as presented.

MEASURE I

The Measure I Expenditure Plan continues to be implemented, with proposed total appropriation of \$24,096,830, including the Police Department (\$5.21 million), Fire Department (\$2.89 million) and local street improvements (\$11.64 million). To accommodate the additional personnel and supporting apparatus, the expansion and modernization of the City's three fire stations are under design, with an estimated construction cost of \$11.5 million to be completed in future years. Also consistent with the SART recommendations for improved training, the development of a commercial fire training prop and other improvements at the Fire Training Facility is recommended for appropriation (\$2 million). The Special Methods and Resources Team (SMART) has been effective in providing resources and responding to calls regarding unhoused individuals. To be effective in providing these services and enforcing Ordinance 1905, the Police Department has requested the addition of a new Patrol Lieutenant, Police Sergeant, Police Officer, and Community Service Officer at an estimated annual expense of \$481,000. The revenue performance of Measure I has been better than expected, with an estimated Fund Reserve balance of approximately \$4.99 million, largely dedicated to public safety and street improvement projects currently under design.

TUTOC recently met and had no issue with the proposed Measure I budget as presented.

LOCAL STREET IMPROVEMENT PROJECTS

Approximately \$26.75 million in previously appropriated street projects are anticipated to progress to construction or continue to be constructed this fiscal year, including: 1) Villa Street Reconstruction – Olive Avenue to Westfield Avenue (\$13.18 million); 2) Main Street Reconstruction – Putnam Avenue to Olive Avenue (\$1.6 million); 3) Grand Avenue Reconstruction – Fourth Street to Plano Street (\$3.85 million); 4) Montgomery Avenue Reconstruction – Jaye Street to H Street (\$1.65 million); and 5) Fourth Street Reconstruction – Grand Avenue to Henderson Avenue (\$1.7 million). An estimated \$3.33 million are also planned in resurfacing projects.

Approximately \$49.19 million in previously appropriated street projects that will continue design next fiscal year include: 1) Scranton Avenue Realignment – West Street to Westwood Street (\$14.30 million); 2) Morton Avenue Reconstruction – Westwood Street to Plano Street (\$18.17 million); 3) Westwood Street Reconstruction – Henderson Avenue to Westfield Avenue (\$4.40 million); 4) Date Avenue Reconstruction – Jaye Street to H Street and Kessing Street (\$3.30 million); 5) Union Avenue Reconstruction – Indiana Street to Jaye Street (\$2.97 million); 6) Castle Avenue Construction – Lombardi Street to Castle Avenue (\$4.75 million); and 7) Henry Street Reconstruction – Putnam Avenue to Cleveland Avenue (\$1.30 million).

Significant staff time will be spent in continued facilitation with Caltrans on the implementation of the Highway 190 Corridor Study and the immediate term interchange

and intersection improvements, with TCAG Measure R "Regional" source funds. In support of the Mighty 190 local tourism promotion effort, the City is collaborating with Caltrans and TCAG on artwork at the SR190 and Westwood Street roundabout, as well as partnering on the new local highway cleanup effort.

WATER ENTERPRISE

In the 2021 calendar year, the City issued approximately \$36 million in certificates of participation in support of the following projects. The Eagle Mountain Casino relocation project and projected overall economic development growth in the Airport area, the City is funding significant water projects, including the development of a tertiary wastewater treatment facility on City property (\$15 million), the plant is nearing completion and anticipated to be fully commissioned in July of 2024. With the relocation and development of a new 200-acre foot storm drain/recharge basin on City property (\$14 million), completed in 2023, the City will be focused on future partnerships for recharge opportunities.

Significant staff time will continue to be devoted to the completion of the East Porterville Water Supply Project and the development of supporting City facilities in collaboration with State representatives, including the equipping of the Akin Well (\$3.00 million), as well as the equipping of the City's Well 37 (\$3.49 million). The City continues to work closely with the State Water Boards on two water system consolidations (Del Oro and Hope School), ensuring safe drinking water that meets state standards. Technological upgrades to the City's Supervisory Control and Data Acquisition (SCADA) system (\$1.0 million) and transition to a water meter fixed network data collection system (\$4.9 million) were installed in the current fiscal year, with meter infrastructure to be installed over the next two subsequent years. In continued efforts toward meeting Sustainable Groundwater Management Act (SGMA) regulations, significant staff time will also be spent on the development of several surface water recharge basins and securing surface water purchases.

SEWER ENTERPRISE

A sewer rate study has been completed and was presented to Council in the 2023-2024 fiscal year. City Council conducted a Prop 218 Public Hearing in November of 2023, which provided a five-year rate schedule addressing the cost of service and future capital project expenditures. Sewer infrastructure and capital improvement projects will incur, which are a majority of the costs early in the rate schedule. In contrast, maintenance, future lift station upgrades, and digester improvements are expected to drive annual expenses.

REFUSE ENTERPRISE

A solid waste rate study and financial plan have been completed and presented to and direction was provided from the Council during the 2023-2024 fiscal year. City Council conducted a Prop 218 Public Hearing in November of 2023, providing a five-year rate schedule addressing prior year deficits and forecasted increased expenditures. The study identified the city's rates as the lowest in the region and as not sufficient to support the

division's current operation as a budget shortfall. Additional revenues were needed to fund equipment replacement, capital improvement projects, administration, maintenance facilities, and improvement of the Division's operations with supporting resources in line with industry standards and legislative mandates.

"OTHER" MAJOR CAPITAL PROJECTS

Significant capital projects anticipated for construction in current 2024-2025 fiscal year include: 1) Fourth Street Community Recreation Center estimated at \$21.2 million, with \$12.75 million allocated for construction and design this year; 2) Butterfield Stage Corridor Improvements (\$21.2 million); 3) Tule River Parkway – Phase III Construction (\$3.54 million); 4) Veterans Park Trail – Phase II Construction (\$1.8 million); 5) Mini-Pitch Multi-Use Sports Complex (\$2.06 million); 6) City Hall Roof Replacement (\$700,000); 7) Murry Park Pool improvements (\$924,000) ; 7) Rails-To-Trails Corridor Improvements (\$5.1 million and 7) City Hall Americans with Disability Act (ADA) Improvements (\$350,000).

In summary, the Preliminary Budget proposed for the current 2024-2025 fiscal year represents the significant activities planned to continue to improve our community, even during a challenging economic environment. Toward ensuring that the City's planned revenues and spending remain in balance, it is recommended that the Council continue its regular quarterly budget review.

Sincerely,

**Patrice Hildreth
City Manager**

RESOLUTION NO. ____-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE ADOPTING THE GENERAL FUND BUDGET
FOR FISCAL YEAR 2024-2025

WHEREAS: The City Manager, under provisions of the City Charter of the City of Porterville, has presented to the City Council for its consideration, a proposed General Fund Operating and Capital Improvement Budget for the period beginning July 1, 2024 and ending June 30, 2025; and

WHEREAS: The City Council after thorough review, has determined said budget, as modified and corrected, is in all respects suitable and adequate for the purposes of said budget and covers the necessary expenditures of the General Fund of the City of Porterville for the 2024-2025 Fiscal Year based on the cash reserve balance.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Porterville General Fund Budget for the 2024-2025 fiscal year is adopted in the following amounts:

Operating Budget	\$35,079,746
Capital Projects	18,177,484
Debt Service	<u>1,629,657</u>
Total	<u>\$54,886,887</u>

2. Staff will update Council on the condition of the budget and ongoing validity of assumptions utilized to create it during the months of November, February and May of the fiscal year, or at any time information becomes available that would alter the viability of this budget.
3. The City Manager is authorized to transfer General Fund operating budget appropriations between functions as required.
4. Increased service levels that require additional appropriations shall not be implemented without prior City Council approval.

PASSED, APPROVED AND ADOPTED this 18th day of June, 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 ADOPTING THE SPECIAL REVENUE, PROPRIETARY,
CAPITAL PROJECTS, AND DEBT SERVICE FUNDS BUDGET
FOR FISCAL YEAR 2024-2025

WHEREAS: The City Manager, under provisions of the City Charter of the City of Porterville, has presented to the City Council for its consideration, a proposed Operating and Capital Improvement Budget for the Special Revenue, Proprietary, Capital Project, and Debt Service Funds for the period beginning July 1, 2024 and ending June 30, 2025; and

WHEREAS: The City Council after thorough review, has determined said budgets, as modified and corrected, are in all respects suitable and adequate for the purposes of said budgets and cover the necessary expenditures / expenses of the Special Revenue, Proprietary, Capital Projects, and Debt Service Funds of the City of Porterville for the 2024-2025 Fiscal Year.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Porterville Special Revenue, Proprietary, Capital Projects, and Debt Service Funds budget for the 2024-2025 fiscal year, are adopted in the following amounts:

Operating Budget	\$ 69,522,360
Capital Outlay	142,650,685
Debt Service	<u>6,277,335</u>
Total	<u>\$218,450,380</u>

2. Pursuant to Ordinance No. 1684, the Porterville Police, Fire and Emergency Response 9-1-1 Measure Expenditure Plan, is hereby recertified for the 2024-2025 fiscal year and the document, attached as Exhibit "A", reflects the financial consequences of the receipt, expenditure and allocation of Measure H Sales Tax revenues for the 2024-2025 fiscal year.
3. Increased service levels that require additional appropriations shall not be implemented without prior City Council approval.

PASSED, APPROVED AND ADOPTED this 18th day of June, 2024.

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

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

**RECERTIFICATION FOR 2024-2025 FISCAL YEAR
MEASURE H EXPENDITURE PLAN**

Proposed Expenditure Plan for the City of Porterville Public Safety Sales Tax Measure Based on 1/2 Cent Sales Tax availability:

The City Council has evaluated Porterville’s safety needs with input from the public in developing the attached Public Safety Expenditure Plan, which shall be amended from time to time, at the projected/estimated costs shown:

Fiscal Year 2024-2025 Revenues

Sales Tax – Measure H Revenues	\$5,481,683
Interest	80,000
Other Revenues	<u>64,000</u>
Total Revenues	<u>\$5,625,683</u>

Fiscal Year 2024-2025 Expenditures

Maintain expanded patrol operations and gang suppression and narcotics operations with 10 sworn and 5 non-sworn Police personnel	\$2,236,661
Maintain 12 sworn Fire personnel and other operating expenditures for the new Public Safety Station	2,267,390
Public Safety Station building maintenance, utilities and insurance costs	254,180
Maintain public library hours, continue expansion of literacy services and programs with 3 full-time library assistants, part-time staffing and one third of a parks maintenance worker, and maintain the operations of the new Adult Learning Center at 15 E Thurman Ave.	665,459
Capital projects: Emergency response vehicle preemption	<u>65,000</u>
Total Expenditures	<u>\$5,488,690</u>

Patrice Hildreth, City Manager



**ANNUAL BUDGET
FISCAL YEAR
2024-2025**

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024 – 2025**

GENERAL FUND

The General Fund was established by the original Charter of the City. Activities financed from this fund include legislative, administrative, legal and fiscal functions; police and fire protection services; planning and community promotion, engineering and construction safety, inspection, and regulation services; street and storm drain maintenance and traffic safety services; and parks, recreational, and library services. The primary sources of revenue for this fund include property tax, sales tax, utility users tax, and charges for services.

The projects proposed for fiscal year 2024-2025 total \$18,177,484 and include the following:

	<u>Appropriation</u>
ADA improvements - city facilities	\$ 100,000
Animal shelter (donations)	160,000
City hall roof replacement	700,000
Development ordinance update	19,158
Downtown Banners	5,000
Fourth St community center/park (Prop 68 grant)	7,800,000
Five-year Consolidated Plan	150,000
General Plan - safety & environmental justice elements	59,048
Hayes Field lights	196,055
Murry Park pool improvements	924,000
New Library – design (CSL Grant/Insurance proceeds)	3,208,000
OHV Park - design	500,000
Permitting & Asset Management Software	125,000
Public Safety EOC Headquarters – design (Cal OES Grant)	1,250,000
Santa Fe byway improvements (Clean CA Grant)	2,919,402
Sports complex lighting (CEQA Mitigation)	61,821
Total	\$ <u><u>18,177,484</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025
GENERAL FUND SUMMARY**

		2023-2024		
	2022-2023	Original	Revised	2024-2025
	Actual	Estimate	Estimate	Estimate
Revenues from:				
Property Taxes	\$ 8,833,023	\$ 8,970,000	\$ 9,361,061	\$ 9,395,000
Sales and Use Taxes	8,452,098	8,390,000	8,151,785	8,301,435
Utility Users Taxes	5,726,829	5,700,000	5,377,031	5,250,000
Other Taxes	3,951,237	4,802,218	4,439,761	4,852,218
Permits	703,745	710,000	714,466	721,000
Other agencies	449,494	262,360	287,888	1,678,905
Invested assets	778,832	622,920	1,111,962	850,065
Fines	24,535	24,500	17,679	22,000
Charges for services	5,998,813	3,584,475	4,116,801	4,032,854
Other revenues	219,586	153,000	169,497	164,000
Total operating revenues	35,138,192	33,219,473	33,747,931	35,267,477
Appropriations for:				
Legislation	1,648,191	1,041,883	940,690	1,169,802
Administration	1,363,207	1,274,184	1,310,690	1,594,971
City Attorney	124,675	200,000	123,024	200,000
Finance	1,904,675	2,396,008	2,103,314	2,616,232
Police Services	10,306,342	12,166,426	10,819,103	12,721,613
Fire Services	4,653,107	5,035,134	4,876,604	5,826,797
Community/Economic Development	1,139,677	1,336,270	1,105,436	1,431,570
Engineering & Project Management	1,819,342	1,985,770	2,157,237	2,089,961
Public Works	1,767,591	1,877,140	1,702,602	1,850,148
Parks and Leisure Services	6,738,739	5,116,898	4,692,691	5,523,082
Parks and Leisure Services - grant prog	28,689	37,955	27,112	55,570
Total departmental expenditures	31,494,235	32,467,668	29,858,503	35,079,746
Revenue over (under) expenditures	3,643,957	751,805	3,889,428	187,731
Other financing sources (uses):				
Transfers:				
Special Gas Tax	1,235,350	1,303,053	1,300,460	1,344,148
Community Development Block Grant	120,638	-	-	-
Traffic Safety Fund	155,171	101,000	96,260	80,800
Transportation Development	150,000	150,000	150,000	150,000
Park Development	41,308	43,300	41,048	43,000
Building Construction Fund	4,030	2,000	2,752	2,500
Zalud Estate support	(10,000)	(10,000)	(10,000)	(10,000)
Golf Support	(69,000)	(69,000)	(69,000)	(69,000)
Other Transfers	(11,318)	-	-	(121,000)
Net transfers	1,616,179	1,520,353	1,511,520	1,420,448
Capital grants / donations / sale of land	59,763	15,129,951	314,916	14,730,902
GF reserve / designated funds	1,886,713	4,087,600	1,741,157	4,580,900
Restricted Fund Balance	-	61,821	-	61,821
Special Purpose Reserve	59,986	100,000	5,000	100,000
Capital Outlay	(1,427,557)	(19,084,033)	(1,059,938)	(18,177,484)
Debt Service	(1,596,469)	(1,626,622)	(1,626,622)	(1,629,657)
CalPERS UAL discretionary payment	-	(1,000,000)	(1,000,000)	-
Total other financing sources (uses)	598,615	(810,930)	(113,967)	1,086,930
Net Resources / (Appropriations)	\$ 4,242,572	\$ (59,125)	\$ 3,775,461	\$ 1,274,661

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

GENERAL FUND REVENUE ESTIMATES

		2023-2024		
	2022-2023	Original	Revised	2024-2025
	Actual	Estimate	Estimate	Estimate
Property taxes				
Current Secured	\$ 3,553,436	\$ 3,650,000	\$ 3,724,892	\$ 3,750,000
Current Unsecured	230,371	230,000	257,231	260,000
Prior Secured/Unsecured	70,140	70,000	85,015	85,000
In lieu of VLF	4,979,076	5,020,000	5,293,923	5,300,000
Total	8,833,023	8,970,000	9,361,061	9,395,000
Other taxes				
Sales & use tax	8,452,098	8,390,000	8,151,785	8,301,435
Utility Users tax	5,726,829	5,700,000	5,377,031	5,250,000
Transient occupancy tax	785,849	785,000	778,526	800,000
Property transfer tax	104,249	100,000	96,457	100,000
Franchises	833,303	840,000	857,220	860,000
Municipal franchises	1,001,134	1,001,134	1,001,134	1,001,134
Sales tax-Public Safety	421,769	400,000	401,112	400,000
Payments in-lieu of taxes	-	676,084	292,500	676,084
Business license tax	804,933	1,000,000	1,012,812	1,015,000
Total	18,130,164	18,892,218	17,968,577	18,403,653
Permits				
Building permits	252,116	250,000	298,300	300,000
Plumbing permits	153,966	155,000	163,780	165,000
Electrical permits	257,590	250,000	181,613	200,000
Other permits	40,073	55,000	70,773	56,000
Total	703,745	710,000	714,466	721,000
Revenue from Other Agencies				
Vehicle license fees in excess	64,219	65,000	77,388	77,000
Homeowners tax exemption	20,838	21,000	20,838	21,000
State & Federal operating grants	291,925	136,360	116,490	1,510,905
State Reimbursements	72,512	40,000	73,172	70,000
Total	449,494	262,360	287,888	1,678,905
Use of money & property				
Investment income	661,004	500,000	1,036,768	800,000
Rental income	117,828	122,920	75,194	50,065
Total	778,832	622,920	1,111,962	850,065

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

GENERAL FUND REVENUE ESTIMATES

		2023-2024		
	2022-2023	Original	Revised	2024-2025
	Actual	Estimate	Estimate	Estimate
Fines & forfeitures				
Parking fines	13,499	13,500	5,988	10,000
Vehicle code fines	2,459	2,500	2,338	2,500
Other fines	8,577	8,500	9,353	9,500
Total	24,535	24,500	17,679	22,000
Charges for services				
Planning & zoning fees	42,054	40,000	38,984	40,000
Engineering & inspection fees	94,314	83,000	74,865	82,000
Police services	507,083	505,000	510,064	578,500
Fire services	151,804	66,500	164,187	117,000
Library services	12,906	12,000	19,238	18,000
Recreation facility rentals	72,844	51,000	64,845	60,000
Recreation program revenues	2,407,382	164,101	281,631	155,000
Senior program revenues	12,043	12,000	14,386	15,000
Swimming fees	76,861	73,420	87,851	87,900
Passport services	70,658	70,000	68,490	70,000
Interfund services	2,538,093	2,500,000	2,782,681	2,800,000
Other service charges	12,771	7,454	9,579	9,454
Total	5,998,813	3,584,475	4,116,801	4,032,854
Other revenues	219,586	153,000	169,497	164,000
TOTAL GENERAL FUND	35,138,192	33,219,473	33,747,931	35,267,477

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

GENERAL FUND EXPENDITURE ESTIMATES

		2023-2024		
	2022-2023	Original	Revised	2024-2025
	Actual	Estimate	Estimate	Estimate
LEGISLATIVE				
City Council	\$ 146,095	\$ 161,000	\$ 138,246	\$ 153,700
- Reserves / Designated Funds	84,130	127,950	35,855	111,000
Community Promotion	251,392	344,333	272,947	385,202
Emergency Operations - Temporary Library	291,636	272,900	180,479	208,900
Emergency Operations - March Storms	874,938	135,700	313,163	311,000
Total	1,648,191	1,041,883	940,690	1,169,802
ADMINISTRATIVE				
City Manager	460,370	487,770	489,054	634,447
City Clerk	334,241	328,130	330,658	372,377
Human Resources	568,596	458,284	490,978	588,147
Total	1,363,207	1,274,184	1,310,690	1,594,971
CITY ATTORNEY	124,675	200,000	123,024	200,000
FINANCE				
General Accounting	663,234	889,763	760,964	1,007,827
Information Technology Services	514,315	678,928	541,739	737,476
General Services	316,482	376,694	345,899	378,608
Utility Billing	410,644	450,623	454,712	492,321
Total	1,904,675	2,396,008	2,103,314	2,616,232
POLICE SERVICES	10,306,342	12,166,426	10,819,103	12,721,613
FIRE SERVICE	4,653,107	5,035,134	4,876,604	5,826,797

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

GENERAL FUND EXPENDITURE ESTIMATES

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
COMMUNITY DEVELOPMENT				
Planning	688,960	808,063	671,208	893,020
Economic Development	450,717	528,207	434,228	538,550
Total	1,139,677	1,336,270	1,105,436	1,431,570
ENGINEERING & PROJECT MANAGEMENT	1,819,342	1,985,770	2,157,237	2,089,961
PUBLIC WORKS				
Street Maintenance	604,465	665,102	599,886	681,093
Traffic Control	366,120	391,661	279,977	417,045
Street Lighting	630,885	637,951	700,574	663,055
Storm Drain Maintenance	80,263	95,475	41,341	-
Parking Lot Maintenance	85,858	86,951	80,824	88,955
Total	1,767,591	1,877,140	1,702,602	1,850,148
PARKS & LEISURE SERVICES				
Parks Maintenance	3,050,908	3,094,348	2,835,890	3,161,036
Leisure Services	2,813,875	890,273	934,061	915,288
Swimming Pool	253,107	258,832	263,819	264,132
Library	620,849	873,445	658,921	877,962
Homeless Encampments	-	-	-	304,664
Subtotal	6,738,739	5,116,898	4,692,691	5,523,082
Grant-funded Parks programs	28,689	37,955	27,112	55,570
Total	6,767,428	5,154,853	4,719,803	5,578,652
TOTAL GENERAL FUND	\$ 31,494,235	\$ 32,467,668	\$ 29,858,503	\$ 35,079,746

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

GENERAL FUND EQUIPMENT REPLACEMENT

This fund was established to build up funds for the acquisition and replacement of vehicles and equipment for general fund activities including administrative, police and fire protection, planning and community development, public works, and parks and recreational services. Funds are deposited from the General Fund, Measure H Fund and Measure I Fund.

For the fiscal year 2024-2025, the following capital projects in the amount of \$240,000 are proposed:

	<u>Appropriation</u>
Corporation yard fuel island	\$ 240,000
Total	\$ <u>240,000</u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

GENERAL FUND EQUIPMENT REPLACEMENT

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ 5,900,258	\$ 7,209,485	\$ 7,166,408	\$ 7,361,044
Add:				
Revenues from:				
Federal and state grants	120,253	100,000	8,498	50,000
Interest income	113,869	150,000	153,161	150,000
Interdepartmental service charges	1,905,133	1,920,000	2,079,083	2,070,000
Other revenues	27,349	20,000	24,265	25,000
Total	2,166,604	2,190,000	2,265,007	2,295,000
Less:				
Appropriations for:				
Equipment replacement	900,454	2,053,000	2,070,371	1,341,900
Capital projects	-	-	-	240,000
Total	900,454	2,053,000	2,070,371	1,581,900
Available balance, end of year	\$ 7,166,408	\$ 7,346,485	\$ 7,361,044	\$ 8,074,144

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

PUBLIC SAFETY SALES TAX (MEASURE H) FUND

This fund was established as a result of the voters’ approval of a one-half cent increase in sales tax on the November 8, 2005 Special Consolidated Election ballot. This fund is used to account for revenues received from this district tax, which are restricted for police and fire protection services and for literacy programs.

For the fiscal year 2024-2025, \$65,000 is appropriated for the following project:

	<u>Appropriation</u>
Emergency response vehicle preemption	\$ 65,000
Total	\$ <u>65,000</u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

PUBLIC SAFETY SALES TAX (MEASURE H) FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ 3,750,654	\$ 4,851,417	\$ 4,729,038	\$ 5,197,321
Add:				
Revenues from:				
Sales tax - Measure H	5,489,744	5,350,000	5,513,352	5,481,683
State grants	6,374	-	-	-
Interest income	87,201	60,000	78,941	80,000
Police services	5,618	73,000	70,390	64,000
Contributions	2,400	2,500	-	-
Total	5,591,337	5,485,500	5,662,683	5,625,683
Less:				
Appropriations for:				
Police services	1,870,210	1,973,495	1,865,017	2,236,661
Fire services	2,074,757	2,127,523	2,010,492	2,267,390
Public Safety Station	199,539	208,500	244,971	254,180
Library & literacy	426,742	662,646	526,513	665,459
Total	4,571,248	4,972,164	4,646,993	5,423,690
Capital projects				
Animal shelter	41,705	-	-	-
Emergency response vehicle preemptior	-	65,000	-	65,000
FD Training Facility classroom remodel	-	475,000	547,407	-
Total	41,705	540,000	547,407	65,000
Available balance, end of year	\$ 4,729,038	\$ 4,824,753	\$ 5,197,321	\$ 5,334,314

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

MEASURE I SALES TAX FUND

This fund was established as a result of the voters' approval of a one cent transactions and use tax on the November 6, 2018 Special Municipal Election ballot. This fund is used to account for revenues received from this district tax, to provide funds for the maintenance of essential local city services including police, fire, 9-1-1 emergency and medical aid response, street maintenance, and other services.

For the fiscal year 2024-2025, the following projects, totaling \$15,001,018 are proposed for funding:

	<u>Appropriation</u>
Hockett & Cleveland parking lot	\$ 100,000
FD engine replacement (2) and ladder truck	996,000
Fire Stations remodel (design)	363,454
FS #72 training facility prop enhancements	2,000,000
Grand Ave reconstruction - 4th to Plano	841,977
Main Street parking lot	1,150,000
Montgomery Ave reconstruction - Jaye to H	1,650,000
Morton Ave reconstruction - design/environmental	550,000
Newcomb Ave reconstruction - Olive to Porter Slough	880,000
Pavement management program	130,000
Pavement repair and overlay program	500,000
Sidewalk and ADA improvements	400,000
Street median rehabilitation	50,000
Union Ave reconstruction - Indiana to Jaye	840,967
Villa St reconstruction - Olive to Henderson	4,548,620
Total	<u>\$ 15,001,018</u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

MEASURE I SALES TAX FUND

		2023-2024		
	2022-2023	Original	Revised	2024-2025
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ 15,019,260	\$ 19,631,293	\$ 19,421,838	\$ 17,700,062
Add:				
Revenues from:				
Sales tax - Measure I	10,950,554	10,700,000	11,026,233	10,963,913
Sales tax - Measure R	-	42,000	62,389	42,000
State grants	69,413	30,000	85,401	80,000
Interest income	399,286	200,000	356,712	300,000
Police services	2,316	2,000	1,586	2,000
Total	11,421,569	10,974,000	11,532,321	11,387,913
Less:				
Appropriations for:				
Police services	3,823,633	4,196,238	4,481,941	5,214,803
- Evidence storage facility	35,260	-	-	-
- Security upgrades	-	10,000	11,753	-
- SMART vehicles	-	-	-	225,000
Fire services	2,078,755	2,505,107	2,224,293	2,890,323
- Fire Stations remodel - design	434,893	363,454	131,601	363,454
- FS 72 construction	-	4,500,000	-	-
- Training facility improvements	29,687	2,000,000	414,530	2,000,000
- FS 74 type 1 engine	-	1,200,000	928,845	270,000
- Engine 2194 replacement	-	700,000	428,845	270,000
- Ladder truck 71 replacement	-	1,300,000	843,952	456,000
Streets maintenance	91,179	329,901	104,583	355,186
Litter abatement program	138,785	122,000	180,638	172,000
Total	6,632,192	17,226,700	9,750,981	12,216,766
Appropriations for streets program:				
Pavement repair and overlay program	274,131	500,000	217,461	500,000
Butterfield Corridor - W N Grand to PC (CGSS)	-	200,000	-	-
Grand Ave reconstruction - 4th to Plano	10,901	148,143	-	841,977
Hockett & Cleveland Parking Lot	-	-	-	100,000
Main Street Parking Lot	-	-	-	1,150,000
Montgomery Ave reconstruction - Jaye to H	1,721	1,650,000	-	1,650,000
Morton Ave reconstruction - design	13,544	500,000	107,173	550,000
Newcomb - Olive to Porter Slough reconstruction	-	-	-	880,000
Pavement management program	4,018	130,000	-	130,000
Sidewalk and ADA improvements	-	400,000	-	400,000
Street median rehabilitation	1,574	50,000	-	50,000
Union Ave reconstruction - environmental/row acquis	-	500,000	-	840,967
Villa Street reconstruction - Olive to Henderson	80,910	4,698,620	3,178,482	4,548,620
Total	386,799	9,731,763	3,503,116	11,641,564
Add:				
Transfer from General Fund	-	-	-	60,500
Available balance, end of year	\$ 19,421,838	\$ 3,646,830	\$ 17,700,062	\$ 5,290,145

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

AMERICAN RESCUE PLAN ACT FUND

This fund was created to account for monies received from the United States Department of the Treasury from the Coronavirus Local Fiscal Recovery Funds (CLFRF) established by the American Rescue Plan Act to provide support in responding to impacts of COVID-19. The City was allocated a total of \$19,984,717 of CLFRF relief funds which may be used:

- To respond to the COVID-19 public health emergency or its negative economic impacts.
- To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers.
- For the provision of government services, to the extent of the reduction in revenue due to the COVID-19 public health emergency.
- To make necessary investments in water, sewer or broadband infrastructure.

The projects proposed for fiscal year 2024-2025 total \$7,620,000 and include the following:

	<u>Appropriation</u>
Fourth St community center/park	\$ 4,057,850
Golf course driving range improvements	300,000
Hayes Field lights	555,000
Navigation Center Expansion	2,000,000
SCADA system upgrade	500,000
Sports complex lighted baseball fields	167,150
Technology infrastructure updates	40,000
Total	\$ <u><u>7,620,000</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

AMERICAN RESCUE PLAN ACT

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ (149,822)	\$ 48,380	\$ (11,710)	\$ 163,290
Add:				
Revenues from:				
Federal grant - ARPA	6,090,051	8,308,913	2,452,485	8,357,167
Interest income	138,112	-	175,000	100,000
Total	6,228,163	8,308,913	2,627,485	8,457,167
Less:				
Appropriations for:				
Public health	137,449	100,000	39,563	1,000
- Crisis intervention specialist	-	90,137	115,702	60,268
- Homeless outreach vehicle	-	70,000	-	70,000
- PD dispatch computer consoles	154,737	204,659	-	204,659
- Technology infrastructure upgrades	-	1,140,000	-	40,000
Premium pay	-	-	-	-
Assistance to nonprofits	250,000	420,000	273,429	400,000
Administrative expenses	25,181	25,000	975	1,240
Supporting & retaining employees	2,216,882	86,658	86,658	-
Revenue replacement				
- Animal shelter	3,269,271	1,535,324	1,580,729	-
- Main St trash receptacles	22,417	-	-	-
- Parks master plan	13,907	135,515	132,892	-
- Sports complex lighted baseball fields	-	1,000,000	27,127	167,150
- Hayes Field lights	207	750,000	195,201	555,000
- Golf course driving range improvements	-	300,000	209	300,000
- Navigation Center	-	-	-	2,000,000
- Community Center/Park	-	-	-	4,057,850
Water infrastructure				
- SCADA system upgrade	-	2,500,000	-	500,000
Total	6,090,051	8,357,293	2,452,485	8,357,167
Add:				
Transfer from General Fund	-	-	-	60,500
Available balance, end of year	\$ (11,710)	\$ -	\$ 163,290	\$ 323,790

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

SPECIAL GAS TAX FUND

This fund was established in 1935 by Resolution No. 229. It is a restricted fund required by the State to account for monies received from gasoline taxes. Beginning in fiscal year 2017-2018, this fund is also used to account for funds received from the State's newly established Road Maintenance and Rehabilitation Account (RMRA) created by Senate Bill (SB) 1. The majority of this money must be expended for constructing or improving major city streets.

The projects and equipment proposed for fiscal year 2024-2025 total \$7,529,553 and include the following:

	<u>Appropriation</u>
Castle Avenue extension (design)	\$ 750,000
Cold mix overlay program	800,000
Cold milling machine rental	75,000
GHHS streets record of survey	75,000
Grand Ave reconstruction – Fourth to Plano	1,856,166
Main Street:	
Phase IIA – Garden and Putnam Ave reconstruction	1,457,645
Phase IIB – Olive and Garden Ave reconstruction	145,742
Miscellaneous alleys	75,000
Miscellaneous city-owned curb, gutter & sidewalk	200,000
Newcomb – Olive to Porter Slough reconstruction	400,000
Rock crushing and screening	70,000
Signs and signals upgrade (countdown timers)	150,000
Street intersection safety evaluation	25,000
Upgrade of signals to ITS technology	150,000
Villa St reconstruction – Olive to Henderson	1,300,000
Total	\$ <u><u>7,529,553</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

SPECIAL GAS TAX FUND

		2023-2024		
	2022-2023	Original	Revised	2024-2025
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ 3,553,356	\$ 5,070,865	\$ 5,038,829	\$ 7,145,402
Add:				
Revenues from:				
State Gas Tax, Section 2105	356,636	393,057	376,524	388,482
State Gas Tax, Section 2107	486,035	471,452	502,422	526,044
State Gas Tax, Section 2107.5	7,500	7,500	7,500	7,500
State Gas Tax, Section 2106	205,067	216,514	215,935	215,946
State Gas Tax, Section 2103	510,613	580,403	566,241	585,831
RMRA - SB1	1,398,214	1,518,132	1,586,131	1,519,731
Grants	908,512	1,467,280	807,280	1,995,000
Interest income	16,947	50,000	45,000	60,000
Total	3,889,524	4,704,338	4,107,033	5,298,534
Less:				
Appropriations for:				
Capital projects	1,168,701	6,744,738	700,000	7,529,553
Total	1,168,701	6,744,738	700,000	7,529,553
Transfers to General Fund for:				
Street Maintenance	604,465	665,102	599,886	681,093
Street Lighting	630,885	637,951	700,574	663,055
Total	1,235,350	1,303,053	1,300,460	1,344,148
Available balance, end of year	\$ 5,038,829	\$ 1,727,412	\$ 7,145,402	\$ 3,570,235

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

LOCAL TRANSPORTATION FUNDS (LTF) FUND

This fund is used to account for monies received from the County of Tulare for public transportation purposes. Revenues to each county's local transportation fund are derived from one-quarter cent of the sales tax collected in that county. Starting with fiscal year 2007-2008, additional revenues are included in the budget from the one-half cent sales tax measure (Measure R), which the voters of Tulare County approved in the November 2006 election. These funds are to be used for road and transportation improvements.

The projects proposed for fiscal year 2024-2025 total \$56,450,718 and include the following:

	<u>Appropriation</u>
Active Transportation Plan	\$ 225,000
Butterfield corridor improvements	15,750,000
Cold mix overlay program	700,000
Entry "Welcome" signs	180,000
Fourth St community center/park	900,000
Fourth St improvements (Grand to Henderson)	300,000
Indiana St culvert extension and sidewalk	95,000
Lighted Crosswalks – Collector & Arterial	
North Grand at Prospect St	150,000
Main St intersection improvements	1,710,000
Main St – Left Turn Safety project at North Grand/Reid	2,000,000
Microsurfacing – various streets	3,075,000
Multi-sports field improvements – restroom & storage	300,000
Olive Ave Gateway improvements	500,000
Olive Ave bridge widening	500,000
Olive Ave median island safety project	225,000
Parking lot – Henderson (Butterfield Corridor)	1,000,000
Plano St intersection - Plano & SR 190	2,636,000
Plano St intersection – College Ave	2,636,000
Putnam Ave @ Elderwood curb, gutter, sidewalk	1,104,000
Rapid flashing beacons – various locations	560,000

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

	<u>Appropriation</u>
Reid Realignment - Design/Environmental	\$ 900,000
Santa Fe byway improvements	2,170,887
Scranton / Westwood / West / Worth realignment	1,400,000
Skateboard Park improvements	30,000
SOTU specific plan connectivity:	
Newcomb Bridge – Tule River to Hwy 190 connection	275,000
Prospect pedestrian bridge	275,000
Frontage road between Tule River & SR190	25,000
SR 65 Interchange – Construct auxiliary	3,300,000
Traffic signals – Newcomb and Mulberry	950,000
Tule River Parkway – Phase III	3,544,064
Tule River Tribe complete streets and two pedestrian bridges	178,000
Update Circulation Element (State mandated)	225,000
Vandalia median island	100,000
Veteran’s Park trail amenities	150,000
Veteran’s Park trail – Phase II	1,800,000
Villa Street reconstruction – Olive to Henderson (design)	2,081,767
Westwood St – Henderson to Westfield	800,000
Westwood St intersection	3,700,000
Total	\$ <u>56,450,718</u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

LOCAL TRANSPORTATION FUND

		2023-2024		
	2022-2023	Original	Revised	2024-2025
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ 11,484,406	\$ 13,648,554	\$ 13,016,522	\$ 10,018,415
Add:				
Revenues from:				
State Gas Tax, Section 325	2,761,211	2,700,000	-	-
Sales Tax - Measure R - Local	1,625,663	1,625,000	1,642,903	1,643,000
Sales Tax - Measure R - Regional	-	6,270,000	-	14,490,000
Sales Tax - Measure R - Alternative	-	5,454,500	-	18,539,951
Grants	10,328	11,141,000	-	14,869,000
Interest income	264,632	100,000	267,480	100,000
Total	4,661,834	27,290,500	1,910,383	49,641,951
Less:				
Appropriations for:				
Capital projects - LTF	905,422	5,860,784	3,162,315	-
Capital projects - grants	-	11,141,000	-	14,869,000
Capital projects - Measure R - Local	1,128,693	6,008,767	285,648	8,551,767
Capital projects - Measure R - Regional	33,255	6,270,000	7,996	14,490,000
Capital projects - Measure R - Alternative	1,062,348	5,454,500	1,452,531	18,539,951
Total	3,129,718	34,735,051	4,908,490	56,450,718
Available balance, end of year	\$ 13,016,522	\$ 6,204,003	\$ 10,018,415	\$ 3,209,648

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

TRAFFIC SAFETY FUND

This fund was established based on Section 1463 of the Penal Code which states that all fines and forfeitures collected from any person charged with a misdemeanor under this code shall be deposited into a special fund known as the “Traffic Safety Fund.” These funds are to be used exclusively for official traffic control devices and the maintenance thereof, equipment and supplies for traffic law enforcement and traffic accident prevention, and for the maintenance, improvement, or construction of public streets, bridges, and culverts within the city, but not for the compensation of traffic or other police officers. Prior to 1999, this revenue was recorded in the General Fund.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

TRAFFIC SAFETY FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ 142,718	\$ -	\$ 15,975	\$ -
Add:				
Revenues from:				
Interest Income	2,291	1,000	786	800
Vehicle Code Fines	26,137	100,000	79,499	80,000
Total	28,428	101,000	80,285	80,800
Less:				
Transfers to General Fund for:				
Street Maintenance	155,171	101,000	96,260	80,800
Total	155,171	101,000	96,260	80,800
Available balance, end of year	\$ 15,975	\$ -	\$ -	\$ -

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

ZALUD ESTATE FUND

This fund was established to account for the original gift of money and assets from the Pearle Zalud Estate. It is now used to account for the operations of the Zalud House Museum and to record other financial transactions, such as the investment income derived from the endowment.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

ZALUD ESTATE FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ <u>34,187</u>	\$ <u>12,174</u>	\$ <u>12,833</u>	\$ <u>(10,656)</u>
Add:				
Revenues from:				
Interest income	502	200	59	200
User fees	6,100	6,100	5,586	5,900
Grants	-	-	-	-
Other income	<u>492</u>	<u>500</u>	<u>-</u>	<u>500</u>
Total	7,094	6,800	5,645	6,600
Transfers from:				
General Fund	<u>10,000</u>	<u>10,000</u>	<u>10,000</u>	<u>10,000</u>
Total Revenues and Transfers	<u>17,094</u>	<u>16,800</u>	<u>15,645</u>	<u>16,600</u>
Less:				
Appropriations for:				
Operations	<u>38,448</u>	<u>39,480</u>	<u>39,134</u>	<u>41,598</u>
Total	<u>38,448</u>	<u>39,480</u>	<u>39,134</u>	<u>41,598</u>
Available balance, end of year	\$ <u><u>12,833</u></u>	\$ <u><u>(10,506)</u></u>	\$ <u><u>(10,656)</u></u>	\$ <u><u>(35,654)</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

COMMUNITY DEVELOPMENT BLOCK GRANT FUND

This fund was created to account for all financial transactions having to do with the U.S. Department of Housing and Urban Development's Community Development Block Grant (CDBG) which includes the First-time Homebuyers Program, the Owner-Occupied Housing Rehabilitation and Public Utility Program and the Business Assistance Program. CDBG funds also provide for the Park Improvement Program, the Neighborhood Improvement Program and the Community Youth Program.

In fiscal year 2024-2025, construction of the interim multi-use sports fields is proposed to be funded from CDBG funds in the amount of \$1,737,654 and \$18,000 is programmed for the new library facility sports plex master plan.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

COMMUNITY DEVELOPMENT BLOCK GRANT FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ 947,189	\$ 989,672	\$ 1,347,818	\$ 1,054,795
Add:				
Revenues from:				
State grants	725,101	400,000	350,000	793,840
Federal grants	530,614	800,000	500,000	800,000
Interest income	83,378	70,000	62,500	65,000
Program Income/Other	402,587	1,900,500	427,887	1,900,300
Total	1,741,680	3,170,500	1,340,387	3,559,140
Less:				
Appropriations for:				
Operations	217,059	171,600	144,096	171,600
Loans	163,125	500,000	212,822	500,000
Programs/Capital	832,501	1,800,000	996,628	2,200,000
Subtotal	1,212,685	2,471,600	1,353,546	2,871,600
Debt service	7,728	279,864	279,864	-
Total	1,220,413	2,751,464	1,633,410	2,871,600
Transfer to:				
General Fund	120,638	-	-	-
Total Appropriations and Transfers	1,341,051	2,751,464	1,633,410	2,871,600
Available balance, end of year	\$ 1,347,818	\$ 1,408,708	\$ 1,054,795	\$ 1,742,335

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

TRANSIT FUND

The Transit Fund was established in fiscal year 1982-83 to account for the income and expenses of the Demand Response and Fixed Route transit programs which are operated by a private contractor. Prior to 1982-83, this fund was combined with the Special Gas Tax Fund.

Revenue sources include Local Transportation Fund (LTF) derived from the ¼-cent general sales tax and the State Transit Assistance Fund (STAF) derived from sales tax on diesel fuel. Other revenue sources include fare box revenues and federal and state grants.

The capital expenditures proposed for fiscal year 2024-2025 include the following:

	<u>Appropriation</u>
Bus maintenance facility (Prospect St)	
Facility improvements	\$ 300,000
Renewable energy – solar improvements	1,000,000
Security improvements	325,000
Fleet Replacement	3,488,000
Multi-modal corridor rail ROW improvements	60,000
New bus maintenance facility	1,500,000
Transit Center improvements – exterior and lobby	75,000
Transit shelters	100,000
Transit shelter signage	100,000
Transit signal preemption	250,000
Total	\$ <u>7,198,000</u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

TRANSIT FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ <u>(312,320)</u>	\$ <u>-</u>	\$ <u>1,073,716</u>	\$ <u>1,020,248</u>
Add:				
Revenues from:				
LTF	346,500	1,458,000	-	1,497,284
STAF	1,312,074	-	-	1,000,000
Sales tax, Measure R	14,167	-	-	170,000
TCRTA Reimbursements	1,076,783	-	1,272,876	-
Farebox	190,253	-	-	400,000
Grants	1,297,031	5,740,000	-	9,458,400
Other income	8,929	-	19,385	12,500
Reimbursements	<u>4,474</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total	<u>4,250,211</u>	<u>7,198,000</u>	<u>1,292,261</u>	<u>12,538,184</u>
Less:				
Appropriations for:				
Capital outlay	1,781,499	7,198,000	-	7,198,000
Operations	<u>1,082,676</u>	<u>-</u>	<u>1,345,729</u>	<u>6,360,432</u>
Total	<u>2,864,175</u>	<u>7,198,000</u>	<u>1,345,729</u>	<u>13,558,432</u>
Available balance, end of year	\$ <u><u>1,073,716</u></u>	\$ <u><u>-</u></u>	\$ <u><u>1,020,248</u></u>	\$ <u><u>-</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

SPECIAL SAFETY GRANTS

This fund was established in fiscal year 1996-97 as a result of Assembly Bill 3229, Chapter 134, Statutes of 1996, which formulated the Citizen's Option for Public Safety Program. The plan allows proportionate shares of the State's appropriated funds to be allocated to qualifying local agencies for the purpose of financing front-line police services. This fund is also used to account for other public safety activities that have restricted funding requirements.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

SPECIAL SAFETY GRANTS

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ 51,834	\$ 161,043	\$ 109,569	\$ 43,669
Add:				
Revenues from:				
State grants	211,609	210,475	186,159	197,619
Federal grants	450,511	689,896	593,786	696,319
Other grants	50,000	-	81,561	-
Interest income	760	200	193	200
Other income	497	5,500	5,000	12,000
Total	713,377	906,071	866,699	906,138
Less:				
Appropriations for:				
Police services	282,507	393,905	364,723	511,540
Fire services	372,638	554,028	567,876	428,878
Children Zone (HCZ model)	497	-	-	-
Total	655,642	947,933	932,599	940,418
Available balance, end of year	\$ 109,569	\$ 119,181	\$ 43,669	\$ 9,389

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

SEWER OPERATING FUND

This fund is used to account for the expenses of maintaining the sewer collection system and the Wastewater Treatment Plant. A sewer service charge is made to each person using the sewer system, and a sewer connection fee is charged for each new service to help defray maintenance costs.

This fund is established as a self-supporting enterprise fund, wherein revenues should be sufficient to cover the costs of maintaining and managing the collection and treatment systems.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

SEWER OPERATING FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ 1,171,939	\$ 1,105,582	\$ 813,396	\$ 1,448,168
Add:				
Revenues from:				
Property assessments	245,375	245,000	248,481	245,000
Interest income	32,094	18,000	18,382	30,000
Rental income	152,415	152,500	101,830	120,000
Sewer user fees	6,454,416	6,500,000	7,302,782	7,500,000
Tank dumping charges	70,233	68,000	162,009	150,000
Laboratory fees	355,835	355,000	329,530	280,000
Other revenues	197,572	106,400	120,980	122,800
Total Revenues	7,507,940	7,444,900	8,283,994	8,447,800
Less:				
Appropriations for:				
Collection system expenses	2,277,885	2,127,305	2,138,597	1,948,511
Treatment plant expense	3,579,755	3,555,300	3,555,547	4,027,400
Industrial monitoring	67,745	83,642	95,010	94,992
Laboratory	523,355	533,582	532,925	563,682
Subtotal	6,448,740	6,299,829	6,322,079	6,634,585
Debt service principal	1,328,178	1,327,143	1,327,143	1,423,286
Total Appropriations	7,776,918	7,626,972	7,649,222	8,057,871
Less:				
Transfers to:				
Sewer revolving fund	-	-	-	500,000
Wastewater Treatment Capital Reserve	89,565	-	-	-
Total Transfers	89,565	-	-	500,000
Available balance, end of year	\$ 813,396	\$ 923,510	\$ 1,448,168	\$ 1,338,097

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

SEWER REVOLVING FUND

This fund was established to account for all money collected from sewer connection charges and sewer acreage fees. These resources are to be used for construction and replacement of trunk sewers, lateral sewers and to reimburse others who have advanced the cost of construction of sewer lines. This fund also receives payments from the Sewer Operating Fund for the replacement of equipment.

Expenditures from this fund are made through the Capital Projects Fund. For the fiscal year 2024-2025, the following projects, totaling \$5,107,067 are proposed for funding:

	<u>Appropriation</u>
Corporation yard parking lots rehabilitation	\$ 60,000
Grand Ave – Fourth to Plano – storm drain line	350,000
Lift station upgrade	100,000
Master plan payback	333,507
MS4 discharge improvements	200,000
MS4 permit and compliance program	80,975
Utility cover adjustments	300,000
Villa reconstruction (Olive to Henderson)	1,207,585
Westfield Ave Master Plan Utilities – sewer/force main	1,500,000
Westfield storm drain – Main St to SR 65 (incl. Hayes Field)	
Onsite Hayes Field	175,000
Mulberry storm drain	800,000
Total	\$ <u><u>5,107,067</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

SEWER REVOLVING FUND

		2023-2024		
	2022-2023	Original	Revised	2024-2025
	<u>Actual</u>	<u>Estimate</u>	<u>Estimate</u>	<u>Estimate</u>
Available balance, beginning of year	\$ <u>7,746,524</u>	\$ <u>6,985,431</u>	\$ <u>6,599,502</u>	\$ <u>6,700,733</u>
Add:				
Revenues from:				
Interest income	100,301	75,000	192,760	220,000
Service fees	22,752	25,000	16,978	15,000
Development fees	105,916	105,000	120,037	120,000
Interdepartmental service charges	182,646	183,000	184,352	184,000
Depreciation reserve	45,000	45,000	45,000	45,000
COP financing	13,420,955	-	-	-
Other revenue	<u>65,905</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total	<u>13,943,475</u>	<u>433,000</u>	<u>559,127</u>	<u>584,000</u>
Add:				
Transfer from:				
Sewer operating fund	<u>-</u>	<u>-</u>	<u>-</u>	<u>500,000</u>
Total	<u>-</u>	<u>-</u>	<u>-</u>	<u>500,000</u>
Less:				
Appropriations for:				
Equipment replacement	103,750	907,370	13,500	807,600
Capital projects	<u>14,986,747</u>	<u>3,710,594</u>	<u>444,396</u>	<u>5,107,067</u>
Total	<u>15,090,497</u>	<u>4,617,964</u>	<u>457,896</u>	<u>5,914,667</u>
Available balance, end of year	6,599,502	2,800,467	6,700,733	1,870,066
Less:				
Equipment replacement fund	<u>1,406,272</u>	<u>1,650,000</u>	<u>1,541,958</u>	<u>1,350,000</u>
Available for capital projects	\$ <u><u>5,193,230</u></u>	\$ <u><u>1,150,467</u></u>	\$ <u><u>5,158,775</u></u>	\$ <u><u>520,066</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

WASTEWATER TREATMENT FACILITY CAPITAL RESERVE

This fund was established to accumulate funds from plant acreage fees and plant depreciation charges for future expansion of the Wastewater Treatment Plant. The depreciation charges are paid from the Sewer Operating Fund. This fund is also utilized to accumulate funds for the replacement of equipment.

The following capital projects and equipment, totaling \$7,223,575 are proposed for the fiscal year 2024-2025:

	<u>Appropriation</u>
Biosolids hauling	\$ 180,000
Blower parts and control replacement	250,000
Clarifier Center Drive Replacement	200,000
Compliance and operation oversight	500,000
Digesters #1 and #4 repairs	1,825,000
Digester #4 control replacement	200,000
Digester cleaning, coating and piping replacement	113,575
Effluent outfall pump maintenance	120,000
Emergency generator (200KW)	185,000
Headworks grinder replacement	400,000
Manhole 10A inspection / repair	100,000
Nitrification / de-nitrification project	1,000,000
Office building replacement (design)	200,000
Plant #1 evaluation and repairs (incl re-asphalt)	150,000
Plant #2 evaluation and repairs	150,000
Reclamation area pipeline installation	150,000
Safe drinking water supply deliveries	80,000
SCADA Upgrade	300,000
Screwpress repairs	120,000
Septic station retrofit	70,000
Sludge / grit staging area (design)	150,000
Sludge line – Westwood Bridge over Tule River	30,000

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

	<u>Appropriation</u>
Sludge Transfer Pump Replacement	\$ 300,000
Treatment water filling station	150,000
WAS pump replacement	300,000
Total	<u>\$ 7,223,575</u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

WASTEWATER TREATMENT FACILITY CAPITAL RESERVE

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ 7,642,049	\$ 8,465,593	\$ 8,479,599	\$ 9,090,548
Add:				
Revenues from:				
Interest income	94,006	80,000	241,966	150,000
Development fees	692,327	700,000	568,358	600,000
Interdepartmental service charges	97,923	105,870	106,848	105,000
Depreciation reserve	125,000	125,000	125,000	125,000
Other revenue	46,742	-	-	-
Total	1,055,998	1,010,870	1,042,172	980,000
Add:				
Transfer from:				
Sewer operating fund	89,564	-	-	-
Total	89,564	-	-	-
Less:				
Appropriations for:				
Equipment replacement	-	342,000	309,556	325,000
Capital projects	308,012	6,245,000	121,667	7,223,575
Total	308,012	6,587,000	431,223	7,548,575
Available balance, end of year	8,479,599	2,889,463	9,090,548	2,521,973
Less:				
Equipment replacement fund	654,477	921,779	743,930	921,779
Available for capital projects	\$ 7,825,122	\$ 1,967,684	\$ 8,346,618	\$ 1,600,194

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

SOLID WASTE FUND

This fund was established to account for revenues and expenditures incurred in the collection and disposal of solid waste, street sweeping, graffiti removal, household hazardous waste, and recycling.

This fund is a self-supporting enterprise fund, wherein revenues should be sufficient to cover all costs.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

SOLID WASTE FUND

		2023-2024		
	2022-2023	Original	Revised	2024-2025
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ 710,194	\$ 563,346	\$ 586,061	\$ 947,961
Add:				
Revenues from:				
State grants	22,180	36,800	31,985	32,000
Residential charges	3,347,541	3,350,000	4,091,041	4,150,448
Commercial charges	2,777,398	2,800,000	3,488,645	4,215,000
Roll-Off charges	716,551	710,000	725,499	778,000
Recycling charges	2,041	2,000	3,277	3,500
Other revenues	93,509	92,800	113,892	117,500
Total	6,959,220	6,991,600	8,454,339	9,296,448
Less:				
Appropriations for:				
Refuse collection	5,177,907	5,110,419	5,640,165	5,599,557
Green waste program	1,028,733	1,042,811	1,148,221	1,066,461
Street sweeping	275,664	275,600	291,672	294,832
Curbside recycling	515,713	542,980	523,781	539,293
Waste recycling	332,755	350,700	378,887	373,754
Graffiti removal	102,581	104,760	109,713	106,920
Total	7,433,353	7,427,270	8,092,439	7,980,817
Add:				
Transfers from:				
Solid Waste Capital Reserve Fund	350,000	-	-	-
Total Transfers	350,000	-	-	-
Available balance, end of year	\$ 586,061	\$ 127,676	\$ 947,961	\$ 2,263,592

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

SOLID WASTE CAPITAL RESERVE FUND

This fund was established in fiscal year 2001/2002 as a reserve for capital expansion. Federal grant funds are received in this fund for the acquisition of alternative fuel equipment. Additional funds are deposited into this fund from the Solid Waste Operating Fund for equipment replacement.

Funds in the amount of \$760,000 are proposed for the following projects in fiscal year 2024-2025:

	<u>Appropriation</u>
Corporation yard parking lot rehabilitation	\$ 60,000
Transfer station concrete pad (green waste)	250,000
Transfer station cover	150,000
Transfer station scales	300,000
Total	\$ <u>760,000</u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

SOLID WASTE CAPITAL RESERVE FUND

		2023-2024		
	2022-2023	Original	Revised	2024-2025
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ 6,536,154	\$ 6,896,012	\$ 6,848,557	\$ 6,537,202
Add:				
Revenues				
Federal/State grants	52,814	17,168	17,168	-
Interest income	61,157	110,000	159,565	125,000
Interdepartmental service charges	833,993	834,000	854,795	860,000
Total	947,964	961,168	1,031,528	985,000
Less:				
Appropriations for:				
Equipment	285,561	2,291,000	1,342,883	505,000
Capital projects	-	760,000	-	760,000
Total	285,561	3,051,000	1,342,883	1,265,000
Less:				
Transfer to:				
Solid Waste Fund	350,000	-	-	-
Total	350,000	-	-	-
Available balance, end of year	\$ 6,848,557	\$ 4,806,180	\$ 6,537,202	\$ 6,257,202

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

AIRPORT OPERATING FUND

This fund was established to account for all revenues and expenses connected with the operation of the Porterville Municipal Airport. The principal sources of revenue for this fund are hangar rentals, land leases and aircraft fueling operations.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

AIRPORT OPERATING FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ 4,098,370	\$ 4,044,834	\$ 4,266,860	\$ 4,172,123
Add:				
Revenues from:				
Interest income	93,745	50,000	110,000	120,000
State grants	10,000	10,000	10,000	10,000
Federal grants	32,000	-	-	-
Rental income	299,191	293,630	298,426	299,294
Concessions	15,987	16,420	16,664	16,700
Fueling operations	1,232,769	1,300,000	1,258,851	1,260,000
Service fees	31,030	33,480	30,480	33,480
Other revenues	5,801	5,280	7,680	7,700
Total	1,720,523	1,708,810	1,732,101	1,747,174
Less:				
Appropriations for:				
Operations	1,472,744	1,604,969	1,569,428	1,744,414
Capital	32,095	-	-	-
Total	1,504,839	1,604,969	1,569,428	1,744,414
Less:				
Transfers to:				
Airport Development Fund	47,194	755,000	257,410	675,000
Total Transfers	47,194	755,000	257,410	675,000
Available balance, end of year	\$ 4,266,860	\$ 3,393,675	\$ 4,172,123	\$ 3,499,883

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

AIRPORT REPLACEMENT AND DEVELOPMENT FUND

This fund was developed from the sale of released property at the Airport and is used to match federal grants awarded for the development of the Airport. It is also used to accumulate funds deposited by the Airport Operating Fund for the replacement of equipment.

For the fiscal year 2024-2025, the following capital projects in the amount of \$3,149,312 are proposed:

	<u>Appropriation</u>
Parallel and connecting taxiways rehabilitation	\$ 2,099,312
Relocate perimeter fence	850,000
Restaurant painting – interior and exterior	100,000
Restaurant restrooms renovation/hazard abatement	100,000
Total	\$ <u><u>3,149,312</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

AIRPORT REPLACEMENT AND DEVELOPMENT FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ 308,730	\$ 229,408	\$ 50,840	\$ 208,429
Add:				
Revenues from:				
Interest income	(41,440)	4,000	6,390	4,000
State grants	-	150,000	-	150,000
Federal grants	749,130	4,764,600	2,433,680	2,331,000
Interdepartmental service charges	84,400	96,400	84,642	96,000
Other revenues	-	-	-	-
Total	792,090	5,015,000	2,524,712	2,581,000
Add:				
Transfer from:				
Airport operating fund	47,194	755,000	513,055	675,000
Less:				-
Appropriations for:				
Equipment	259,987	60,000	-	60,000
Capital projects	837,187	5,669,600	2,880,178	3,149,312
Total	1,097,174	5,729,600	2,880,178	3,209,312
Available balance, end of year	50,840	269,808	208,429	255,117
Less:				
Equipment replacement fund	230,666	269,808	208,429	255,117
Available for capital projects	\$ (179,826)	\$ -	\$ -	\$ -

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

GOLF COURSE FUND

This fund was established by Resolution to account for all revenue and expenses incurred in the operation of the Porterville Municipal Golf Course. The principal source of revenue for this fund is green fees.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

GOLF COURSE FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ (2,072,378)	\$ (2,312,524)	\$ (2,308,225)	\$ (2,469,863)
Add:				
Revenues from:				
Daily green fees	126,355	125,000	145,059	145,000
Membership Fees	28,605	30,000	42,455	40,000
Cart rentals	94,688	95,000	122,261	110,000
Other revenues	3,931	600	5,423	600
Total	253,579	250,600	315,198	295,600
Transfers from:				
General Fund	69,000	69,000	69,000	69,000
Replacement Fund	-	29,000	29,000	29,000
Total	69,000	98,000	98,000	98,000
Less:				
Appropriations for:				
Operations	558,426	562,003	574,836	579,801
Total	558,426	562,003	574,836	579,801
Available balance, end of year	\$ (2,308,225)	\$ (2,525,927)	\$ (2,469,863)	\$ (2,656,064)

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

GOLF COURSE REPLACEMENT FUND

This fund was established to build up funds for the replacement of equipment used at the Golf Course. Funds are deposited from the Golf Course Operating Fund.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

GOLF COURSE REPLACEMENT FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ 293,099	\$ 309,412	\$ 312,735	\$ 329,502
Add:				
Revenues from:				
Interest income	9,593	2,500	7,824	5,000
Interdepartmental service charges	54,292	60,672	50,625	51,000
Other revenues	7,466	-	225	-
Total	71,351	63,172	58,674	56,000
Less:				
Appropriations for:				
Equipment replacement	51,715	22,000	12,907	-
Total	51,715	22,000	12,907	-
Less:				
Transfer to:				
Golf Course Fund	-	29,000	29,000	29,000
Total	-	29,000	29,000	29,000
Available balance, end of year	\$ 312,735	\$ 321,584	\$ 329,502	\$ 356,502

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

WATER OPERATING FUND

This fund was established to account for all income and expenses having to do with the City's water pumping storage and distribution system. The Water Fund is established as a self-supporting enterprise fund with water sales being the principal source of income.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

WATER OPERATING FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ 3,104,971	\$ 2,160,200	\$ 1,773,104	\$ (213,499)
Add:				
Revenues from:				
Interest income	71,371	50,000	41,438	45,000
Water sales	12,094,936	13,265,000	12,951,564	13,125,000
Service fees	125,878	120,000	138,350	140,000
Code enforcement fees	11,900	10,000	8,800	9,500
Other revenues	223,934	200,000	219,956	220,000
Total	12,528,019	13,645,000	13,360,108	13,539,500
Less:				
Appropriations for:				
Operations	8,988,725	10,471,599	9,281,348	9,391,241
Meter Reading	381,328	392,062	429,247	429,251
Water Quality Assurance	555,096	580,122	519,642	588,421
Hydrant Testing	256,710	584,758	278,233	582,458
Recycled Water	569	256,200	37,950	244,500
Subtotal	10,182,428	12,284,741	10,546,420	11,235,871
Debt service principal	677,458	800,291	800,291	834,684
Total	10,859,886	13,085,032	11,346,711	12,070,555
Less:				
Transfers to:				
Water Replacement Fund	3,000,000	4,000,000	4,000,000	1,200,000
Total Transfers	3,000,000	4,000,000	4,000,000	1,200,000
Available balance, end of year	\$ 1,773,104	\$ (1,279,832)	\$ (213,499)	\$ 55,446

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

WATER REPLACEMENT FUND

This fund was established in 1931 to reserve funds for the extension and replacement of lines in the City's water system. Funds are provided by acreage fees and service connection fees on new services, development fees and by depreciation payments from the Water Operating Fund. This fund is also utilized to accumulate funds for the replacement of equipment.

Expenditures from this fund are made through the Capital Projects Fund. Projects proposed for fiscal year 2024-2025 total \$29,341,913 and includes the following:

	<u>Appropriation</u>
Corporation yard parking lot rehabilitation	\$ 60,000
East Porterville water infrastructure – phase 2:	
Booster pumps 1 & 2 upgrade – property acquisition	550,000
Hillcrest water main replacement	300,000
Well #34 (Akin/Central Mutual) (SWRCB Grant)	3,000,000
Electrical upgrades for water facilities	150,000
Fourth St – Henderson to Morton water main replacement	400,000
Grand Ave Reconstruction - 4th to Henrahan water line	800,000
Henderson to North Grand - water line	600,000
Integrated Regional Water Management Plan & implementation	25,000
Martin Hill 3MG tank booster pump upgrade (VFD)	350,000
Master plan payback	413,000
Master plan update	40,000
Rehabilitate wells	150,000
SCADA system	800,000
SGMA compliance:	
Alternative water capacity sources	1,500,000
Eastern Tule GSA/JPA local governance	230,000
Monitoring wells – construction	500,000
Monitoring wells – water quality testing	15,000
SGMA recharge program:	
DR#23 – Center Basin	451,823
DR#28 – S Jaye St	1,635,000
DR#30 – Airport system	100,000
North recharge basin – NW of FKC, W of Westwood	1,692,000
Stormwater capture and recharge	680,000
Tule River/Jaye St dual-recharge basin	175,000
Storage reservoir rehabilitation program:	
Airport 300k water tank cathodic protection	80,000
East Porterville 3MG tank cathodic protection	90,000
Highland 305k tank cathodic protection	80,000

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

	<u>Appropriation</u>
Scenic Heights tank overflow	\$ 250,000
Success Reservoir enlargement project	175,000
Tertiary treatment plant – corporation yard	1,300,000
Tule River cleanup	150,000
Tule River JPA administration	15,991
Tule River / Porter slough clearing	37,312
Urban Water Management Plan – 2025 Update	40,000
Utility cover adjustments	50,000
Villa St reconstruction – Olive to Henderson (water and storm line)	4,045,094
Well #37 – includes piping (Tule River)	3,491,693
Water meter radio read replacement project:	
Citywide meter replacement	100,000
Water meter fixed network data collector	120,000
Westfield Ave master plan utilities – recycled water	700,000
Yates to North Grand – recycled water	4,000,000
Total	\$ <u>29,341,913</u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

WATER REPLACEMENT FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ 13,056,365	\$ 11,246,164	\$ 12,995,719	\$ 19,948,093
Add:				
Revenues from:				
Federal & State grants	81,200	3,000,000	524,106	3,000,000
Interest income	225,658	250,000	446,646	400,000
Service fees	7,389	7,000	17,488	20,000
Development fees	157,440	150,000	218,416	220,000
Interdepartmental service charges	429,106	449,838	605,188	605,000
Depreciation reserve	155,162	155,162	155,162	155,162
COP financing	10,997,200	9,091,693	6,656,016	8,000,000
Other revenue	-	-	-	-
Total	12,053,155	13,103,693	8,623,022	12,400,162
Add:				
Transfer from:				
Water Operating Fund	3,000,000	4,000,000	4,000,000	1,200,000
Total	3,000,000	4,000,000	4,000,000	1,200,000
Less:				
Appropriations for:				
Equipment replacement	625,180	680,000	669,243	500,000
Capital projects	3,768,568	12,356,963	1,429,426	21,450,220
Capital projects - bond proceeds	10,720,053	9,091,693	3,047,873	4,891,693
Capital projects - grants	-	3,000,000	524,106	3,000,000
Total	15,113,801	25,128,656	5,670,648	29,841,913
Available balance, end of year	12,995,719	3,221,201	19,948,093	3,706,342
Less:				
Equipment replacement fund	3,241,809	3,119,000	2,852,514	3,110,000
Available for capital projects	\$ 9,753,910	\$ 102,201	\$ 17,095,579	\$ 596,342

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

GENERAL GOVERNMENT DEBT SERVICE FUND

This fund is used to account for the payment of principal and interest on general government debt including the 2021 Refinancing Project Certificates of Participation.

Debt service requirements for the fiscal year 2024-2025 include \$1,629,657 for the 2021 Refinancing Project Certificates of Participation.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

GENERAL GOVERNMENT - DEBT SERVICE FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ 1,076,551	\$ 1,064,029	\$ 48,420	\$ 581,151
Add:				
Revenues from:				
Interest income	3,329	3,000	1,815	2,500
Other revenues	-	-	-	-
Total	3,329	3,000	1,815	2,500
Less:				
Appropriations for:				
Administrative expense	1,500	1,700	1,500	1,700
Debt redemption	1,610,566	1,626,622	2,094,206	1,629,657
Total	1,612,066	1,628,322	2,095,706	1,631,357
Other financing sources (uses):				
Transfers from General Fund	1,596,469	1,626,622	2,626,622	1,629,657
Total	1,596,469	1,626,622	2,626,622	1,629,657
Less:				
Transfer to:				
General Fund	1,015,863	-	-	-
Available balance, end of year	\$ 48,420	\$ 1,065,329	\$ 581,151	\$ 581,951

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

RISK MANAGEMENT FUND

This fund was created during fiscal year 1977-78 for the purpose of identifying, controlling, preventing, and transferring risk and to manage the City's insurance programs.

Since the City is self-insured, all reserves for potential liabilities and losses are accumulated in this fund. Revenues are derived from charges to departments and interest income.

For fiscal year 2024-2025, \$360,000 is appropriated for the following capital projects:

	<u>Appropriation</u>
City Hall ADA improvements	350,000
Website Update - Accessibility	10,000
Total	<u>\$ 360,000</u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

RISK MANAGEMENT FUND

		2023-2024		
	2022-2023	Original	Revised	2024-2025
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ (894,517)	\$ (1,869,053)	\$ (1,853,187)	\$ (3,377,229)
Add:				
Revenues from:				
Interest income	16,290	-	-	-
Liability Program	621,116	870,000	870,000	870,000
Health and Life	5,186,895	5,900,000	5,992,274	6,200,000
Unemployment	145,651	125,000	133,874	140,000
Worker's Comp	1,663,952	1,700,000	1,656,181	1,700,000
Automobile/Property	191,930	564,000	518,276	540,000
Other revenues	56	250	100	200
Total Revenues	7,825,890	9,159,250	9,170,705	9,450,200
Less:				
Appropriations for:				
Liability Program	1,093,847	1,212,500	1,584,027	1,642,500
Health and Life	4,832,748	5,300,000	5,486,597	5,500,000
Unemployment	60,813	50,000	48,587	50,000
Worker's Comp	1,239,393	1,355,000	1,269,296	1,355,000
Automobile/Property	1,002,844	1,100,000	1,291,571	1,460,000
Employment Practices	290,810	350,000	297,590	360,000
Administration	252,397	297,730	320,893	294,384
Subtotal	8,772,852	9,665,230	10,298,561	10,661,884
Capital Projects	11,708	405,000	396,186	360,000
Total Expenditures	8,784,560	10,070,230	10,694,747	11,021,884
Available balance, end of year	\$ (1,853,187)	\$ (2,780,033)	\$ (3,377,229)	\$ (4,948,913)

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

EQUIPMENT MAINTENANCE FUND

This fund is used as a revolving fund to accumulate the costs of maintaining the City's equipment and charging the appropriate fund and department for their proper expenses. Equipment owned by the County and Burton School District is also maintained in this fund, providing a substantial savings to the County and the District while giving the City more operating flexibility.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

EQUIPMENT MAINTENANCE FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ <u>(83,231)</u>	\$ <u>(402,667)</u>	\$ <u>(445,382)</u>	\$ <u>(49,260)</u>
Add:				
Revenues from:				
Interest income	7,055	200	-	-
Rental income	18,810	18,500	25,000	25,000
Fuel sales	1,896,484	1,984,500	1,928,068	1,950,000
Interdepartmental service charges	596,043	800,000	704,706	730,000
Other service charges	<u>1,941,856</u>	<u>1,936,000</u>	<u>2,049,204</u>	<u>2,060,000</u>
Total	<u>4,460,248</u>	<u>4,739,200</u>	<u>4,706,978</u>	<u>4,765,000</u>
Less:				
Appropriations for:				
Equipment maintenance	<u>4,822,399</u>	<u>4,751,272</u>	<u>4,310,856</u>	<u>4,825,030</u>
Total	<u>4,822,399</u>	<u>4,751,272</u>	<u>4,310,856</u>	<u>4,825,030</u>
Available balance, end of year	\$ <u><u>(445,382)</u></u>	\$ <u><u>(414,739)</u></u>	\$ <u><u>(49,260)</u></u>	\$ <u><u>(109,290)</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

EQUIPMENT MAINTENANCE REPLACEMENT FUND

This fund is used to accumulate funds from the Equipment Maintenance Operating Fund to pay for the replacement of equipment used by the Field Services Shop operations.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

EQUIPMENT MAINTENANCE REPLACEMENT FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ 1,297,106	\$ 948,418	\$ 892,487	\$ 1,051,393
Add:				
Revenues from:				
Interest income	14,070	20,000	20,794	20,000
Interdepartmental service charges	153,082	161,582	167,642	168,000
Other revenue	-	-	-	-
Total	167,152	181,582	188,436	188,000
Less:				
Appropriations for:				
Equipment replacement	571,771	99,000	29,530	-
Total	571,771	99,000	29,530	-
Available balance, end of year	\$ 892,487	\$ 1,031,000	\$ 1,051,393	\$ 1,239,393

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

LANDSCAPE MAINTENANCE DISTRICTS FUND

The fund was established in 1990 to pay for the public landscaping at Westwood Estates. In 1991, the fund expanded to include the Industrial Park at the Airport and in 1992, the public-landscaped area of the Jasmine development on Hillcrest Street was added. Five more annexations were made to the district in 1993 and 1994, and six more in 1995. Currently, District 1 accounts for eighteen active project areas. Beginning with the 1998-99 fiscal year, additional Districts have been established to account for new neighborhoods.

The costs recorded in this fund are paid for by assessments to the benefited properties.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

LANDSCAPE MAINTENANCE DISTRICTS FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ 155,015	\$ 88,668	\$ 88,673	\$ 52,550
Add:				
Revenues from:				
Property assessments	134,938	177,000	175,587	186,000
Total	134,938	177,000	175,587	186,000
Less:				
Appropriations for:				
Maintenance and repair	201,280	239,670	211,710	235,903
Total	201,280	239,670	211,710	235,903
Available balance, end of year	\$ 88,673	\$ 25,998	\$ 52,550	\$ 2,647

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

TRANSPORTATION DEVELOPMENT FUND

This fund was established by Council action on May 5, 1998, to account for the collection and distribution of the newly-adopted Traffic Impact Fee, which is assessed on new developments. These funds are to be used for the implementation of the Circulation Element.

Expenditures from this fund are made through the Capital Projects Fund. For the fiscal year 2024-2025, the following projects, totaling \$95,875 are proposed for funding:

	<u>Appropriation</u>
Traffic signals – intersection of Westwood and Westfield	\$ 45,875
Traffic Study – Lombardi Parkway	50,000
Total	\$ <u><u>95,875</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

TRANSPORTATION DEVELOPMENT FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ <u>2,205,128</u>	\$ <u>2,279,942</u>	\$ <u>2,256,279</u>	\$ <u>2,272,822</u>
Add:				
Revenues from:				
Interest income	21,337	30,000	22,607	25,000
Development fees	<u>179,814</u>	<u>180,000</u>	<u>143,936</u>	<u>145,000</u>
Total	<u>201,151</u>	<u>210,000</u>	<u>166,543</u>	<u>170,000</u>
Less:				
Appropriations for:				
Capital projects	<u>-</u>	<u>-</u>	<u>-</u>	<u>95,875</u>
Less:				
Transfers to:				
General Fund	<u>150,000</u>	<u>150,000</u>	<u>150,000</u>	<u>150,000</u>
Available balance, end of year	\$ <u><u>2,256,279</u></u>	\$ <u><u>2,339,942</u></u>	\$ <u><u>2,272,822</u></u>	\$ <u><u>2,196,947</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

PARK DEVELOPMENT FUND

This fund was established in 1988 to account for receipts of federal and state grants for the construction, improvement, maintenance, and acquisition of parks within the City. The current revenue stream consists of developer impact fees and interest income. These funds help pay for debt service on the Infrastructure Refinancing Bonds for that portion spent on the construction of the sports complex.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

PARK DEVELOPMENT FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ -	\$ -	\$ -	\$ -
Add:				
Revenues from:				
Interest income	196	100	126	100
Development fees	48,182	50,000	47,992	50,000
Total	48,378	50,100	48,118	50,100
Less:				
Transfers to General Fund:				
Debt Service	41,308	43,300	41,048	43,000
Transfers to Airport Fund:				
Sports Complex Lease	7,070	6,800	7,070	7,100
Total	48,378	50,100	48,118	50,100
Available balance, end of year	\$ -	\$ -	\$ -	\$ -

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

STORM DRAIN DEVELOPMENT FUND

This fund was established by the City Council in 1977 to account for storm drainage acreage fees from subdivisions and developers. The funds are used to finance storm drainage facilities.

Funds in the amount of \$1,749,000 are proposed in fiscal year 2024-2025 for the following projects:

	<u>Appropriation</u>
Drainage reservoir #18 (SR 65 & W North Grand)	\$ 500,000
Master plan payback	149,000
Westfield Avenue master plan utilities – storm drain	500,000
Zalud Park to Westfield storm drain	600,000
Total	\$ <u><u>1,749,000</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

STORM DRAIN DEVELOPMENT FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ <u>2,561,168</u>	\$ <u>2,803,730</u>	\$ <u>2,770,781</u>	\$ <u>3,023,888</u>
Add:				
Revenues from:				
Interest income	22,051	30,000	65,000	40,000
Development fees	<u>206,926</u>	<u>200,000</u>	<u>196,895</u>	<u>200,000</u>
Total	<u>228,977</u>	<u>230,000</u>	<u>261,895</u>	<u>240,000</u>
Add:				
Transfer from:				
General fund	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Less:				
Appropriations for:				
Capital projects	<u>19,364</u>	<u>2,089,924</u>	<u>8,788</u>	<u>1,749,000</u>
Total	<u>19,364</u>	<u>2,089,924</u>	<u>8,788</u>	<u>1,749,000</u>
Available balance, end of year	\$ <u><u>2,770,781</u></u>	\$ <u><u>943,806</u></u>	\$ <u><u>3,023,888</u></u>	\$ <u><u>1,514,888</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

BUILDING CONSTRUCTION FUND

This fund was established in 1977 to accumulate monies for building new facilities to house the Police Department and to remodel and update the City Hall. The amounts in this fund have been derived from an accumulation of general reserves, sale of surplus real property and interest earnings.

Interest income from this fund is used for debt service of the 2021 Refinancing Certificates of Participation.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

BUILDING CONSTRUCTION FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ 168,348	\$ 168,248	\$ 166,248	\$ 166,248
Add:				
Revenues from:				
Interest income	1,930	2,000	2,752	2,500
Total	1,930	2,000	2,752	2,500
Less:				
Appropriations for:				
Transfers to General Fund	4,030	2,000	2,752	2,500
Total	4,030	2,000	2,752	2,500
Available balance, end of year	\$ 166,248	\$ 168,248	\$ 166,248	\$ 166,248

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

CAPITAL PROJECTS FUND

This fund was established in 1982-83 and is used to account for all capital projects expenses. As expenses are incurred in this fund, a reimbursement is made from the appropriate fund.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024 - 2025**

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
<u>GENERAL GOVERNMENT</u>			
Active Transportation Plan		\$ 225,000	Measure R - Alt
Animal shelter (incl equipment)	89-9015	160,000	Donations
Update Circulation Element, incl fee structure, State mandated		225,000	Measure R - Local
Development ordinance update	89-9033	19,158	General Fund
FD emergency response vehicle preemption retrofit		65,000	Measure H
FD engine replacement 2194	05-2101-72	270,000	Measure I / Equip Repl Fund
FD ladder truck 71 replacement	05-2101-72	456,000	Measure I / Equip Repl Fund
Fire Stations remodel (design)	89-9032	363,454	Measure I
Five year Consolidated Plan		150,000	General Fund
FS #72 training facility:			
Prop enhancements	89-9056	2,000,000	Measure I
FS #74 - type 1 engine	05-2101-72	270,000	Measure I
General Plan - safety and environmental elements	89-9078	59,048	General Fund
Public Safety Headquarters / EOC - design	89-9054	1,250,000	Cal OES sub-award grant
Technology upgrades:			
Conference rooms equipment		30,000	American Rescue Plan Act grant
Council chambers infrastructure		10,000	American Rescue Plan Act grant
TOTAL		<u>\$ 5,552,660</u>	
<u>STREETS & SIGNALS</u>			
Castle Avenue extension		\$ 750,000	STP
Downtown parking lots:			
Main Street parking lot	89-9007	1,150,000	Measure I
Hockett & Cleveland parking lot		100,000	Measure I
Fourth Street improvements (Grand to Henderson)		300,000	Measure R - Local
Grand Ave reconstruction - 4th to Plano	89-91106	2,698,143	Measure I / SB1 - RMRA
Granite Hills High School streets record of survey	89-9145	75,000	STP
Indiana St culvert extension and sidewalk		95,000	Measure R - Local
Lighted Crosswalks - Collector & Arterial			
North Grand at Prospect St		150,000	Measure R - Alt
Main Street			
Phase IIA - Garden and Putnam Ave reconstruction	89-91101	1,457,645	SB1 - RMRA
Phase IIB - Olive and Garden Ave reconstruction		145,742	SB1 - RMRA
Left turn safety project at North Grand/Reid		2,000,000	Measure R - Regional
Microsurfacing:	89-9167		
Design		150,000	Measure R - Local
Dave Avenue - Plano to Park		75,000	Measure R - Local
Date Avenue - Main to Plano		300,000	Measure R - Local
Henderson Avenue - Jaye to Second		750,000	Measure R - Local
Lime Street - Henderson to Mulberry		500,000	Measure R - Local
Orange Avenue - Main to Date		300,000	Measure R - Local
W North Grand Avenue - Rose to Main		1,000,000	Measure R - Local

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024 - 2025**

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
Miscellaneous alleys	89-9103	75,000	STP
Miscellaneous curb, gutter and sidewalk	89-9155	200,000	STP
Montgomery Ave reconstruction - Jaye to H	89-91105	1,650,000	Measure I
Morton Ave rehabilitation / reconstruction - design/environmental	89-91113	550,000	Measure I
Newcomb - Olive to Porter Slough reconstruction	89-91104	1,280,000	SB 1 - RMRA / Measure I
Olive Ave Gateway Improvements - Design/Environmental		500,000	Measure R - Regional
Olive Ave bridge widening project (City/County)		500,000	Measure R - Regional
Olive Ave median island safety project (Beverly to Maston)		225,000	Measure R - Local
Pavement mgt program citywide evaluation	89-9127	130,000	Measure I
Putnam Ave @ Elderwood curb, gutter, sidewalk		1,104,000	ATP / Measure R - Alt
Rapid flashing beacons:			
Elderwood @ BMS, incl curb ramps		80,000	Measure R - Alt
Mulberry and Verdugo, incl curb ramps		80,000	Measure R - Alt
Mulberry and Belmont, incl curb ramps		80,000	Measure R - Alt
Orange and G, incl curb ramps		80,000	Measure R - Alt
Pioneer and Milo		40,000	Measure R - Alt
Putnam @ Putnam School, incl curb ramps		80,000	Measure R - Alt
Westfield and Linda Way, incl curb ramps		80,000	Measure R - Alt
Westfield and Villa		40,000	Measure R - Alt
Reid Realignment - Design/Environmental		900,000	Measure R - Regional
Rock crushing and screening		70,000	STP
Scranton/Westwood/West/Worth realignment	89-91112	1,400,000	Measure R - Reg
Self performance streets program:			
Cold mix & AC pavement overlay program	89-9101	2,000,000	STP / Measure R - Local / Measure I
Cold milling machine rental	89-9191	75,000	Special gas tax
Sidewalk and ADA improvements		400,000	Measure I
Signs and signals upgrade (countdown timers)	89-9111	150,000	Special gas tax
SOTU specific plan connectivity:			
Newcomb Bridge - Tule River to Hwy 190 connection	89-9178	275,000	Measure R - Regional
Prospect Bridge - Tule River to northerly frontage road		275,000	Measure R - Alt
Frontage road between Tule River & SR190 (northerly frontage)		25,000	Measure R - Regional
SR 190 corridor improvements between Westwood and Plano:			
Main St Intersection Improvements		1,710,000	Measure R - Regional
Plano St intersection - Plano & SR 190		2,636,000	CMAQ
Plano St intersection @ College Ave		2,636,000	CMAQ
SR 65 Interchange: Construct auxillary		3,300,000	Measure R - Regional
Westwood St intersection		3,700,000	Measure R - Regional
Traffic safety evaluation	89-9105	25,000	STP
Traffic Study - Lombardi Parkway		50,000	Transportation impact fees
Traffic signals:			
Newcomb @ Mulberry		950,000	Measure R - Local
Westwood @ Westfield		45,875	Transportation impact fees
Tule River Tribe complete streets and two pedestrian bridges		178,000	ATP
Union Ave reconstruction - Indiana to Jaye	89-91107	840,967	Measure I
Upgrade of signals to ITS technology		150,000	Special gas tax
Vandalia median island	89-9141	100,000	Measure R - Local
Villa St reconstruction - Olive to Henderson	89-91102	7,930,387	Measure I/SB 1 - RMRA/Meas R-local
Westwood St - partial reconstruction - Henderson Ave		800,000	Measure R - Local
TOTAL		\$ 49,392,759	

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024 - 2025**

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
<u>STORM DRAIN</u>			
Drainage reservoir #18 (SR65 & W North Grand)	89-9270	\$ 500,000	Developer Fees
Grand Ave - 4th & Plano storm drain line		350,000	Sewer Revolving Fund
MS4 permit and compliance program	89-9274	80,975	Sewer Revolving Fund
MS4 - discharge improvements	89-9274	200,000	Sewer Revolving Fund
Master plan payback	89-9208	149,000	Developer Fees
Villa reconstruction - Olive to Henderson (Storm line inst)		851,871	Sewer Revolving Fund
Westfield Avenue Master Plan Utilities			
Storm Drain design & construction		500,000	Developer Fees
Westfield Storm Drain - Main St to SR65			
Onsite Hayes Field		175,000	Sewer Revolving Fund
Mulberry Storm Drain		800,000	Sewer Revolving Fund
Zalud Park to Westfield storm drain		600,000	Developer Fees
TOTAL		\$ 4,206,846	
<u>PARKS AND LEISURE SERVICES</u>			
ADA improvements - city facilities		\$ 100,000	GF Deferred Maintenance Reserve
Butterfield Stage Corridor Improvements:			
W North Grand to Yates (incl CGSS)	89-91110	15,000,000	ATP / Measure R - Alt
Tule River Bridge - design and environmental		750,000	Measure R - Alt
City hall ADA improvements	89-9453	350,000	Risk Management Fund
City hall roof replacement	89-9486	700,000	GF Deferred Maintenance Reserve
Downtown Banners		5,000	General Fund
Fieldhouse / Community Center / Park (4th St)	89-9411	12,757,850	Prop 68/ARPA/Measure R - Alt
Golf course driving range netting & poles	89-9466	300,000	ARPA
Hayes Field lights	89-9412	751,055	ARPA/GF Capital Improvements Reserve
Library - new facility - design & construction support	89-9483	3,208,000	CSL Grant/Insurance proceeds
Multi-Sport field improvements (Santa Fe Sportsflex):			
Design	89-9812	18,000	CDBG
Interim multi-use fields	89-9812	1,737,654	CDBG
Restroom facilities and storage		300,000	Measure R - Alt
Murry Park pool diving board		24,000	GF Deferred Maintenance Reserve
Murry Park pool gutter replacement		125,000	GF Deferred Maintenance Reserve
Murry Park pool tiles and replaster		415,000	GF Deferred Maintenance Reserve
Murry Park pool interior & exterior lighting		75,000	GF Deferred Maintenance Reserve
Murry Park pool restroom renovation		100,000	GF Deferred Maintenance Reserve
Murry Park pool restroom roof & snackbar roof		185,000	GF Deferred Maintenance Reserve/GF Capital Improvement Reserve
Navigation Center Expansion		2,000,000	ARPA
OHV Park - design		500,000	OHV Grant
Parking lot at Henderson Ave (Butterfield Corridor)		1,000,000	Measure R - Alt
Santa Fe byway improvements	89-9405	5,090,289	Clean CA grant / Measure R - Alt
Skateboard park improvements	89-9469	30,000	Measure R - Alt
Sports complex lighting	89-9452	61,821	CEQA Mitigation
Sports complex baseball field	89-9406	167,150	ARPA
Street median rehabilitation	89-9456	50,000	Measure I
Tule River Parkway, Phase III	89-9439	3,544,064	CMAQ / Measure R - Alt
Veteran's Park Trail - paving and lighting (phase 2)	89-9446	1,800,000	Measure R - Alt
Veteran's Park Trail amenities (design)		150,000	Measure R - Alt
TOTAL		\$ 51,294,883	

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024 - 2025**

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
<u>SEWER</u>			
Lift station upgrade	89-9645	\$ 100,000	Sewer revolving fund
Master plan payback	89-9604	333,507	Developer Fees
Villa reconstruction - Olive to Henderson		355,714	Sewer revolving fund
Westfield Avenue Master Plan Utilities			
Sewer Main design & construction		1,000,000	Sewer revolving fund
Force Main construction		500,000	Sewer revolving fund
TOTAL		\$ 2,289,221	
<u>WATER</u>			
East Porterville water infrastructure - Phase 2:			
Booster pumps 1 & 2 upgrade - acquisition/design	89-9745	\$ 550,000	Water replacement Fund
Hillcrest water main replacement - EP to Morton		150,000	Water replacement Fund
Hillcrest water main replacement - Morton to Olive		150,000	Water replacement Fund
Well #34 (Akin/Central Mutual)	89-9749	3,000,000	SWRCB grant
Electrical upgrades for water facilities		150,000	Water replacement fund
Fourth St - Henderson to Morton water main replacement		400,000	Water replacement Fund
Grand Ave Reconstruction - 4th to Henrahan water line		800,000	Water replacement Fund
Henderson to North Grand - water line		600,000	Water replacement Fund
Integrated Regional Water Mgt Plan & implementation		25,000	Water replacement Fund
Martin Hill 3MG tank booster pump upgrade (VFD)		350,000	Water replacement Fund
Master plan payback	89-9768	413,000	Developer fees
Master plan update	89-9703	40,000	Developer fees
Rehabilitate wells	89-9736	150,000	Water replacement Fund
SCADA (Supervisory Control and Data Acquisition) sytem		1,300,000	ARPA / Water replacement Fund
SGMA compliance:			
Alternative water capacity sources		1,500,000	Water replacement Fund
Eastern Tule GSA/JPA local governance	89-9748	230,000	Water replacement Fund
Monitoring wells - construction		500,000	Water replacement Fund
Monitoring wells - water quality testing		15,000	Water replacement Fund
SGMA Recharge program:			
DR#23 - Center Basin	89-9733	451,823	Water replacement Fund
DR#28 - S Jaye St	89-97101	1,635,000	Water replacement Fund
DR#30 - Airport system	75-7502	100,000	Bond proceeds
North recharge basin - NW of FKC, W of Westwood	89-9734	1,692,000	Water replacement Fund
Stormwater capture and recharge		680,000	Water replacement Fund
Tule River/Jaye St dual-recharge basin and infras impr		175,000	Water replacement Fund
Storage reservoir rehabilitation program:			
Airport 300k water tank cathodic protection		80,000	Water replacement fund
East Porterville 3MG tank cathodic protection	89-9791	90,000	Water replacement fund
Highland 305K tank cathodic protection		80,000	Water replacement Fund
Scenic Heights tank overflow	89-9790	250,000	Water replacement fund
Success Reservoir enlargement project	89-9048	175,000	Water replacement fund
Tertiary treatment plant - corporation yard		1,300,000	Bond proceeds
Tule River cleanup		150,000	Water replacement fund
Tule River JPA administration	89-9046	15,991	Water replacement fund
Tule River/Porter Slough clearing	89-9038	37,312	Water replacement fund

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024 - 2025**

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
Urban Water Management Plan - 2025 Update	89-9769	40,000	Water replacement fund
Villa reconstruction - Olive to Henderson (incl storm line)		4,045,094	Water replacement fund
Water capacity program:			
Well #37 - includes piping (Tule River)	89-9735	3,491,693	Bond proceeds
Water meter radio read replacement project:			
Citywide meter replacement	89-9760	100,000	Water replacement Fund
Water meter fixed network data collector	89-9760	120,000	Water replacement Fund
Westfield Avenue Master Plan Utilities			
Recycled Water design & construction		700,000	Water replacement fund
Yates to North Grand - recycled water		4,000,000	Water replacement fund
TOTAL		<u>\$ 29,731,913</u>	

WASTEWATER TREATMENT FACILITY

Biosolids hauling	89-9691	\$ 180,000	WWTF reserve fund
Blower parts and control replacement		250,000	WWTF reserve fund
Clarifier Center Drive Replacement		200,000	WWTF reserve fund
Compliance & operation oversight		500,000	WWTF reserve fund
Digesters #1 and #4 repairs	89-9635	1,825,000	WWTF reserve fund
Digester #4 control replacement	89-96109	200,000	WWTF reserve fund
Digester cleaning, coating and piping replacement	89-9642	113,575	WWTF reserve fund
Effluent outfall pump maintenance	89-9668	120,000	WWTF reserve fund
Emergency generator (200kw)	89-9612	185,000	WWTF reserve fund
Headworks grinder replacement	89-9666	400,000	WWTF reserve fund
Manhole 10A inspection / repair	89-9667	100,000	WWTF reserve fund
Nitrification / De-nitrification project		1,000,000	WWTF reserve fund
Office building replacement (design)	89-9678	200,000	WWTF reserve fund
Plant #1 evaluation and repairs (incl re-asphalt)		150,000	WWTF reserve fund
Plant #2 evaluation and repairs	89-9638	150,000	WWTF reserve fund
Reclamation area pipeline installation	89-9630	150,000	WWTF reserve fund
Safe drinking water supply deliveries		80,000	WWTF reserve fund
SCADA Upgrade		300,000	WWTF reserve fund
Screwpress repairs		120,000	WWTF reserve fund
Septic station retrofit	89-9648	70,000	WWTF reserve fund
Sludge / grit staging area (design)	89-9692	150,000	WWTF reserve fund
Sludge line - Westwood Bridge over Tule River	89-9693	30,000	WWTF reserve fund
Sludge Transfer Pump Replacement		300,000	WWTF reserve fund
Treatment water filling station		150,000	WWTF reserve fund
WAS / RAS pump replacement	89-9646	300,000	WWTF reserve fund
TOTAL		<u>\$ 7,223,575</u>	

TRANSIT

Bus maintenance facility (Prospect St)			
Fuel management system		\$ 300,000	FTA grant / LTF
Renewable energy infrastructure		1,000,000	FTA grant / LTF
Security improvements	89-9317	325,000	FTA grant / LTF
Fleet replacement		3,488,000	FTA grant / LTF
Multi-modal corridor rail ROW improvements	89-9319	60,000	FTA grant / LTF
New bus maintenance facility	89-9316	1,500,000	FTA grant / LTF
Transit center improvements - exterior and lobby		75,000	FTA grant / LTF
Transit shelters	89-9309	100,000	FTA grant / LTF
Transit signage at transit shelters	89-9303	100,000	FTA grant / LTF
Transit signal preemption	89-9305	250,000	FTA grant / LTF
TOTAL		<u>\$ 7,198,000</u>	

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024 - 2025**

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
<u>AIRPORT</u>			
Rehab parallel and connecting taxiways	89-9968	\$ 2,099,312	FAA / State / Airport Fund
Relocate perimeter fence		850,000	FAA / State / Airport Fund
Restaurant painting - interior and exterior	89-9960	100,000	Airport Operating Fund
Restaurant restrooms renovation/hazard abatement	89-9962	100,000	Airport Operating Fund
		<u>\$ 3,149,312</u>	
<u>MISCELLANEOUS</u>			
Corporation yard fuel island		\$ 240,000	Equipment Replacement Fund
Corporation yard parking lots rehabilitation		180,000	WRF / SRF / SW Reserve
Entry "Welcome" signs		180,000	Measure R - Regional
Permitting & Asset Management Software		125,000	General Fund
Transfer station concrete pad (green waste)		250,000	Solid Waste reserve fund
Transfer station cover		150,000	Solid Waste reserve fund
Transfer stations scales		300,000	Solid Waste reserve fund
Utility cover adjustments		350,000	Water Replacement / Sewer Revolving
Website Update - Accessibility		10,000	Risk Management
		<u>\$ 1,785,000</u>	
TOTAL PROJECTS		<u>\$ 161,824,169</u>	

ANNUAL BUDGET

Detail Reports



FY 2024/2025

General Fund

REVENUES

ANNUAL BUDGET



FY 2024/2025

**CITY OF PORTERVILLE
BUDGET WORKSHEET - GENERAL FUND REVENUES
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
TAXES								
<u>PROPERTY TAXES</u>								
4001	Current Secured	3,217,220	3,286,432	3,553,436	3,650,000	1,968,209	3,724,892	3,750,000
4002	Current Unsecured	182,470	208,832	230,371	230,000	256,732	257,231	260,000
4003	Prior Secured/Unsecured	77,349	74,874	70,140	70,000	-	85,015	85,000
4005	ERAF - VLF Backfill	4,495,378	4,638,825	4,979,076	5,020,000	2,648,588	5,293,923	5,300,000
TOTAL PROPERTY TAXES		7,972,417	8,208,963	8,833,023	8,970,000	4,873,529	9,361,061	9,395,000
<u>OTHER TAXES</u>								
4011	Sales and Use Tax	7,445,539	8,164,145	8,452,098	8,390,000	2,709,741	8,151,785	8,301,435
4012	Utility Users Tax	4,251,538	4,784,200	5,726,829	5,700,000	2,558,711	5,377,031	5,250,000
4013	Transient Occupancy Tax	764,374	841,823	785,849	785,000	210,133	778,526	800,000
4014	Property Transfer Tax	111,485	189,671	104,249	100,000	35,728	96,457	100,000
4015	Franchises	658,835	740,636	833,303	840,000	44,291	857,220	860,000
4016	Municipal Franchises	1,001,134	1,001,134	1,001,134	1,001,134	500,572	1,001,134	1,001,134
4017	Sales Tax - Public Safety	289,986	441,963	421,769	400,000	170,910	401,112	400,000
4018	Payments in lieu of taxes	-	-	-	676,084	156,513	292,500	676,084
4401	Business Licenses tax	431,323	542,781	804,933	1,000,000	397,816	1,012,812	1,015,000
TOTAL OTHER TAXES		14,954,214	16,706,353	18,130,164	18,892,218	6,784,417	17,968,577	18,403,653
TOTAL TAXES		22,926,631	24,915,317	26,963,187	27,862,218	11,657,946	27,329,638	27,798,653
<u>LICENSES & PERMITS</u>								
4403	Building Permits	361,176	324,143	252,116	250,000	156,039	298,300	300,000
4404	Plumbing Permits	244,823	317,952	153,966	155,000	72,340	163,780	165,000
4405	Electrical Permits	196,193	265,681	257,590	250,000	85,883	181,613	200,000
4408	Animal Licenses	12,635	11,788	9,473	10,000	5,049	10,098	10,000
4409	Other Licenses and Permits	201	485	30,600	45,000	60,179	60,675	46,000
TOTAL LICENSES & PERMITS		815,028	920,048	703,745	710,000	379,490	714,466	721,000

**CITY OF PORTERVILLE
BUDGET WORKSHEET - GENERAL FUND REVENUES
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
REV. FROM OTHER AGENCIES								
<u>TAXES</u>								
4501	Vehicle License Fees in Excess	43,753	68,820	64,219	65,000	-	77,388	77,000
4502	Sales Tax - Measure R (Alt)	-	-	-	-	-	-	-
4504	Homeowners Property Tax Relief	22,863	21,716	20,838	21,000	-	20,838	21,000
	TOTAL TAXES	66,616	90,536	85,057	86,000	-	98,226	98,000
<u>FEES & GRANTS</u>								
4515	Grants - Miscellaneous	-	-	-	-	-	-	-
4516	State Grants	143,018	200,568	251,925	136,360	28,000	116,490	64,898
4517	Federal Grants	788,422	-	40,000	-	-	-	1,446,007
4518	State Reimbursements	62,574	81,447	72,512	40,000	16,825	73,172	70,000
	TOTAL FEES & GRANTS	994,014	282,015	364,437	176,360	44,825	189,662	1,580,905
	TOTAL REV. FROM OTHER AGENCIES	1,060,630	372,551	449,494	262,360	44,825	287,888	1,678,905
<u>USE OF MONEY & PROPERTY</u>								
4601	Interest on Investments	85,884	285,899	661,004	500,000	518,384	1,036,768	800,000
4604	Rent of Land	29,137	30,312	31,940	33,900	14,376	31,504	32,000
4607	Rent of Building	99,830	101,910	85,888	89,020	35,303	43,690	18,065
4609	Rent of Equipment	-	160	-	-	-	-	-
	TOTAL USE OF MONEY & PROPERTY	214,851	418,281	778,832	622,920	568,062	1,111,962	850,065
<u>FINES & FORFEITURES</u>								
4702	Parking Violations	13,930	20,865	13,499	13,500	1,373	5,988	10,000
4703	Vehicle Code Fines	3,158	2,682	2,459	2,500	1,191	2,338	2,500
4709	Other Fines	18,453	14,375	8,577	8,500	6,472	9,354	9,500
	TOTAL FINES & FORFEITURES	35,541	37,922	24,535	24,500	9,037	17,680	22,000

CITY OF PORTERVILLE
BUDGET WORKSHEET - GENERAL FUND REVENUES
FISCAL YEAR 2024/25

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
CHARGES FOR SERVICES								
<u>PLANNING & ENGINEERING</u>								
4801	Planning and Zoning Fees	69,386	26,806	42,054	40,000	18,145	38,984	40,000
4803	Engineering & Inspection Fees	100,368	101,639	74,842	75,000	27,377	69,487	75,000
4805	New Street Lighting	3,995	5,670	16,992	5,000	854	2,844	4,000
4806	New Fire Hydrants	6,128	6,451	2,480	3,000	1,267	2,534	3,000
4807	Street, Sidewalk and Curb	-	-	-	-	-	-	-
TOTAL PLANNING & ENGINEERING		179,877	140,566	136,368	123,000	47,642	113,849	122,000
<u>PUBLIC SAFETY</u>								
4810	Animal Control Services	15,565	20,591	20,665	20,000	8,855	17,710	10,000
4811	Police Services	90,249	122,258	165,987	170,000	44,010	167,589	170,000
4811.3	Fingerprinting Fees	30	6,210	17,612	15,000	12,446	21,551	20,000
4811.5	Vehicle Storage	73,240	40,386	57,307	50,000	28,116	56,766	57,000
4812	Police Cost Recoveries	19,781	153,530	214,263	220,000	144,256	214,256	289,500
4813	Police Records - Services	23,455	28,150	31,249	30,000	16,096	32,192	32,000
4815	Fire Services	6,425	6,410	6,905	6,500	30	6,872	7,000
4816	Weed Abatement Reimbursement	(108,058)	89,721	50,929	10,000	8,495	16,991	10,000
4818	Code Enforcement Fees	99,925	111,241	93,970	50,000	125,957	140,324	100,000
TOTAL PUBLIC SAFETY		220,612	578,496	658,887	571,500	388,262	674,251	695,500
<u>RECREATION & CULTURE</u>								
4830	Freedom Fest	-	9,389	43,040	40,000	21,478	39,749	42,000
4831	Library Services	537	466	12,906	12,000	9,619	19,238	18,000
4832	Pavilions/ballfields Rentals	13,062	37,919	39,647	38,000	14,589	43,811	43,000
4833	Community Center Rentals	-	-	-	-	-	-	-
4834	Concessions	-	-	5,042	-	1,230	1,230	-
4836.55	Special Programs Revenue	23,716	78,489	95,775	95,000	59,633	105,777	105,000
4836.56	RAP Program Revenue	308	211,689	172,973	-	-	-	-
4836.59	Day Camps Program Revenue	6,796	9,727	8,368	8,000	3,580	7,160	8,000
4836.63	Y.E.S. Elementary Program Rev	1,649,005	1,699,030	1,720,123	15,962	93,145	93,145	-
4836.64	Y.E.S. Jr High Program Revenue	276,946	321,893	367,103	5,139	34,570	34,570	-
4836.68	Tiny Tots Program Revenue	-	191	-	-	-	-	-
4837	Senior Citizen Program Revenue	-	2,890	12,043	12,000	7,799	14,386	15,000
4838	Sports Complex Parking Fees	3,867	11,842	13,579	13,000	8,622	16,244	17,000
4839	OHV Park Fees	40,705	16,447	19,617	-	4,790	4,790	-
TOTAL RECREATION & CULTURE		2,014,942	2,399,972	2,510,216	239,101	259,054	380,100	248,000

CITY OF PORTERVILLE
BUDGET WORKSHEET - GENERAL FUND REVENUES
FISCAL YEAR 2024/25

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>SWIMMING POOL</u>								
4841	Swimming Admissions	20,012	29,892	34,724	32,000	23,038	36,536	37,000
4842	Swimming Lessons	7,636	20,631	27,045	27,000	1,208	29,762	30,000
4845	Swimming Pool Rentals	6,794	13,169	14,175	13,500	85	20,853	20,000
4846	Pool Concessions	835	-	917	920	-	700	900
	TOTAL SWIMMING POOL	35,277	63,692	76,861	73,420	24,331	87,851	87,900
<u>MISCELLANEOUS</u>								
4891	Passport Fees	16,091	46,514	70,658	70,000	33,660	68,490	70,000
4893	Street Tree Fees	12,300	8,775	4,275	4,000	1,875	6,125	6,000
4897	Interdepartmental Serv Charges	2,527,067	2,572,142	2,538,093	2,500,000	1,391,341	2,782,681	2,800,000
4898	Special Benefit Assessments	5,075	27,716	3,454	3,454	1,727	3,454	3,454
	TOTAL MISCELLANEOUS	2,560,533	2,655,148	2,616,481	2,577,454	1,428,603	2,860,750	2,879,454
	CHARGES FOR SERVICES	5,011,241	5,837,874	5,998,812	3,584,475	2,147,891	4,116,801	4,032,854
<u>OTHER REVENUES</u>								
4991	Sale of Real Property	-	-	-	-	200	400	-
4992	Sale of Personal Property	314	1,885	1	-	1	907	-
4993	Service Initiation Fees	19,530	20,030	18,920	18,000	9,560	18,550	19,000
4994	Contributions	-	80	41,541	68,000	335,059	68,097	70,000
4995	Reimbursements and Refunds	4,994	42,432	121,964	5,000	-	5,036	5,000
4996	Other Financing Sources (Uses)	4,853,082	-	-	-	-	-	-
4997	Cash Variations	345	264	29	-	(131)	(136)	-
4998	Penalties	32,108	34,399	34,293	62,000	47,357	65,625	65,000
4999	Other Revenues	35,361	24,976	2,838	-	3,751	11,018	5,000
	TOTAL OTHER REVENUES	4,945,734	124,065	219,586	153,000	395,797	169,497	164,000
	TOTAL REVENUE	35,009,656	32,626,059	35,138,192	33,219,473	15,203,048	33,747,931	35,267,477

General Fund
LEGISLATIVE
ANNUAL BUDGET



FY 2024/2025

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - LEGISLATIVE
CITY COUNCIL
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>CITY COUNCIL</u>								
<u>PERSONNEL SERVICES</u>								
5010-001-010	Salaries, Regular	3,375	2,535	3,070	4,000	970	2,420	4,000
TOTAL PERSONNEL SERVICES		3,375	2,535	3,070	4,000	970	2,420	4,000
<u>OTHER EXPENSES</u>								
5010-001-140	Computer Equipment Mainenance	1,744	2,217	3,203	3,500	864	3,290	3,500
5010-001-190	Other Equipment Maintenance	326	-	113	500	-	63	200
5010-001-220	Printing/Copying	-	-	-	-	-	8	-
5010-001-230	Professional/Temp Service	49,775	45,899	78,603	90,000	31,055	84,840	85,000
5010-001-320	Office/Computer Supplies	44	213	847	1,000	-	920	1,000
5010-001-410	Meeting Expenses	2,301	4,949	9,132	7,000	2,483	4,884	5,000
5010-001-410.0	Meeting Expenses-Gurrola	544	-	-	-	-	-	-
5010-001-410.13	Meeting Expenses-Reyes	1,372	2,826	317	-	-	-	-
5010-001-410.14	Meeting Expenses-Stowe	-	858	238	-	-	-	-
5010-001-410.15	Meeting Expenses-Flores	1,074	4,226	5,135	5,000	2,383	3,553	5,000
5010-001-410.16	Meeting Expenses - Penaloza	1,131	-	-	-	-	-	-
5010-001-410.17	Meeting Expenses - Carrillo	3,153	2,384	3,130	5,000	1,553	2,226	5,000
5010-001-410.18	Meeting Expenses - Tate	-	4,182	1,205	-	-	-	-
5010-001-410.19	Meeting Expenses - Weyhrauch	-	-	6,448	5,000	831	2,049	5,000
5010-001-410.20	Meeting Expenses - Beltran	-	-	4,542	5,000	2,237	3,587	5,000
5010-001-410.21	Meeting Expenses - Meister	-	-	2,906	5,000	806	1,518	5,000
5010-001-420	Utilities	2,330	2,846	3,816	4,000	1,442	3,456	4,000
5010-001-450	Publication and Dues	18,447	19,455	22,542	24,000	-	23,500	24,000
5010-001-660	Other Expense	1,286	501	845	2,000	1,045	1,932	2,000
5010-001-910	Special Purpose	2,940	12,639	72,036	100,000	2,418	7,418	100,000
5010-001-920	GF Designated Funds Expenses	139,844	15,468	12,094	27,950	7,069	28,437	11,000
TOTAL OTHER EXPENSES		226,311	118,662	227,155	284,950	54,186	171,681	260,700
<u>CAPITAL OUTLAY</u>								
5010-001-730	Other Machinery/Equipment	-	-	-	-	-	-	-
TOTAL CAPITAL OUTLAY		-	-	-	-	-	-	-
TOTAL CITY COUNCIL		229,686	121,197	230,225	288,950	55,156	174,101	264,700

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - LEGISLATIVE
COMMUNITY PROMOTION
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>COMMUNITY PROMOTION</u>								
<u>PERSONNEL SERVICES</u>								
5010-010-010	Salaries, Regular	11,237	14,473	16,513	17,255	7,059	11,504	39,804
5010-010-020	Salaries, Part-time	-	90	-	-	-	-	-
5010-010-030	Salaries, Overtime	-	13,939	28,512	30,000	28,807	40,000	30,000
5010-010-090	Benefits	6,756	9,797	11,122	13,578	12,439	21,679	24,898
TOTAL PERSONNEL SERVICES		17,993	38,298	56,147	60,833	48,305	73,183	94,702
<u>OTHER EXPENSES</u>								
5010-010-230	Professional/Temp Service	35,000	35,000	-	-	-	-	-
5010-010-410	Meeting Expense	-	177	420	500	-	-	500
5010-010-450	Publication and Dues	50,846	74,590	74,365	90,000	86,557	92,556	95,000
5010-010-600	Freedom Fest	-	35,079	39,774	50,000	4,055	42,000	50,000
5010-010-610	Community Benefit Program	-	-	-	68,000	-	-	70,000
5010-010-660	Other Expense	49,825	91,467	80,685	75,000	53,443	65,208	75,000
TOTAL OTHER EXPENSES		135,671	236,313	195,245	283,500	144,055	199,764	290,500
TOTAL COMMUNITY PROMOTION		<u>153,664</u>	<u>274,611</u>	<u>251,392</u>	<u>344,333</u>	<u>192,360</u>	<u>272,947</u>	<u>385,202</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - ADMINISTRATIVE AND LEGAL
TEMPORARY LIBRARY
FISCAL YEAR 2024/25

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
EMERGENCY OPERATIONS								
TEMPORARY LIBRARY (INSURANCE PROCEEDS)								
PERSONNEL SERVICES								
5010-050-010	Salaries, Regular	1,403	-	-	-	-	-	-
5010-050-030	Salaries, Overtime	-	-	-	-	-	-	-
5010-050-090	Benefits	719	-	-	-	-	-	-
TOTAL PERSONNEL SERVICES		2,122	-	-	-	-	-	-
OTHER EXPENSES								
5010-050-120	Building/Ground Maintenance	-	41	-	-	-	-	-
5010-050-230	Professiona/Temp Service	1,730,754	44,064	1,582	3,000	-	-	-
5010-050-260	Rent of Property & Equipment	46,657	149,228	178,759	158,900	57,875	128,525	158,900
5010-050-320	Office/Computer Supplies	11,231	5,000	924	2,000	-	-	-
5010-050-350	Tools & Equipment (Under \$1,000)	3,578	7,376	768	2,000	-	-	-
5010-050-360	Library Books	262,762	37,824	19,892	100,000	25,977	51,954	50,000
5010-050-410	Meeting Expense	-	-	-	-	-	-	-
5010-050-420	Utilities	1,810	-	-	-	-	-	-
5010-050-660	Other Expense	11,222	1,599	3,468	7,000	-	-	-
TOTAL OTHER EXPENSES		2,068,014	245,132	205,391	272,900	83,852	180,479	208,900
CAPITAL OUTLAY								
5010-050-710	Office Equipment (over \$1000)	-	-	-	-	-	-	-
5010-050-730	Other Machinery/Equipment	-	392,310	5,405	-	-	-	-
5010-050-740	Computer Equipment	3,989	-	80,839	-	-	-	-
TOTAL CAPITAL OUTLAY		3,989	392,310	86,244	-	-	-	-
TOTAL EMERGENCY OPERATIONS		<u>2,074,125</u>	<u>637,442</u>	<u>291,636</u>	<u>272,900</u>	<u>83,852</u>	<u>180,479</u>	<u>208,900</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - ADMINISTRATIVE AND LEGAL
MARCH STORMS
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>EMERGENCY OPERATIONS - MARCH 2023 STORMS</u>								
<u>PERSONNEL SERVICES</u>								
5010-060-010	Salaries, Regular	-	-	202,450	4,500	6,972	9,959	-
5010-060-020	Salaries, Part-time	-	-	1,436	-	1,603	1,602	-
5010-060-030	Salaries, Overtime	-	-	334,229	-	1,007	1,206	-
5010-060-090	Benefits	-	-	137,461	3,200	6,209	9,430	-
TOTAL PERSONNEL SERVICES		-	-	675,576	7,700	15,791	22,197	-
<u>OTHER EXPENSES</u>								
5010-060-120	Building/Ground Maintenance	-	-	6,882	2,000	149	2,129	2,500
5010-060-230	Professiona/Temp Service	-	-	65,985	63,000	120,960	257,491	275,000
5010-060-260	Rent of Property & Equipment	-	-	28,467	3,000	4,460	11,025	11,000
5010-060-340	Maintenance and Repair Materials	-	-	23,009	20,000	-	-	-
5010-060-350	Tools & Equipment (Under \$1,000)	-	-	26,497	20,000	-	-	-
5010-060-410	Meeting Expense	-	-	411	-	-	-	-
5010-060-420	Utilities	-	-	2,993	5,000	5,581	15,453	16,000
5010-060-490	Special Consummables	-	-	12,018	5,000	266	737	1,500
5010-060-660	Other Expense	-	-	26,654	10,000	786	4,131	5,000
TOTAL OTHER EXPENSES		-	-	192,915	128,000	132,202	290,966	311,000
<u>CAPITAL OUTLAY</u>								
5010-060-730	Other Machinery/Equipment	-	-	6,448	-	-	-	-
TOTAL CAPITAL OUTLAY		-	-	6,448	-	-	-	-
TOTAL EMERGENCY OPERATIONS		-	-	874,938	135,700	147,992	313,163	311,000

END

General Fund
ADMINISTRATIVE
ANNUAL BUDGET



FY 2024/2025

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - ADMINISTRATIVE AND LEGAL
CITY MANAGER
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>CITY MANAGER</u>								
<u>PERSONNEL SERVICES</u>								
5011-001-010	Salaries, Regular	210,246	247,414	283,089	305,901	156,291	292,053	394,085
5011-001-030	Salaries, Overtime	-	37	-	-	-	-	-
5011-001-040	Car Allowance	7,200	3,600	-	-	-	-	4,800
5011-001-090	Benefits	92,549	103,640	150,094	152,269	74,081	168,957	205,962
TOTAL PERSONNEL SERVICES		309,995	354,691	433,183	458,170	230,372	461,010	604,847
<u>OTHER EXPENSES</u>								
5011-001-140	Computer Equipment Maint	-	858	1,921	2,000	1,076	1,944	2,000
5011-001-190	Other Equipment Maint	372	-	-	-	-	-	-
5011-001-220	Printing/Copying	343	569	1,085	1,100	677	1,302	1,500
5011-001-230	Professional/Temp Services	-	-	1,025	-	285	285	-
5011-001-260	Rent of Property & Equipment	-	-	200	500	-	-	500
5011-001-320	Office/Computer Supplies	922	3,641	2,135	3,000	(94)	2,397	3,000
5011-001-410	Meeting Expense	184	2,672	5,076	6,000	1,185	4,350	6,500
5011-001-420	Utilities	1,703	3,973	3,122	4,000	1,799	2,864	3,800
5011-001-440	Training Expense	-	-	1,907	1,500	1,116	1,216	1,500
5011-001-450	Publication and Dues	347	301	301	500	148	173	500
5011-001-460	Postage	24	-	-	-	-	-	-
5011-001-660	Other Expense	7,440	4,556	10,415	11,000	6,725	9,361	10,300
TOTAL OTHER EXPENSES		11,335	16,571	27,187	29,600	12,918	23,892	29,600
<u>CAPITAL OUTLAY</u>								
5011-001-710	Office Equipment (over \$1,000)	-	-	-	-	2,152	4,152	-
TOTAL CAPITAL OUTLAY		-	-	-	-	2,152	4,152	-
TOTAL CITY MANAGER		<u>321,330</u>	<u>371,262</u>	<u>460,370</u>	<u>487,770</u>	<u>245,442</u>	<u>489,054</u>	<u>634,447</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - ADMINISTRATIVE SERVICES
CITY CLERK
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-23	PROPOSED FY 2024/25 BUDGET
<u>CITY CLERK</u>								
<u>PERSONNEL SERVICES</u>								
5011-005-010	Salaries, Regular	106,657	117,514	154,961	182,732	90,427	182,057	167,905
5011-005-020	Salaries, Part-time			703	-	-	-	-
5011-005-030	Salaries, Overtime	-	-	322	500	-	-	-
5011-005-090	Benefits	54,755	61,556	90,596	105,798	49,640	118,151	105,372
TOTAL PERSONNEL SERVICES		161,412	179,070	246,582	289,030	140,067	300,208	273,277
<u>OTHER EXPENSES</u>								
5011-005-190	Other Equipment Maint	558	372	1,574	1,600	1,412	3,058	1,600
5011-005-210	Advertising	3,649	3,139	2,448	3,500	583	938	3,500
5011-005-220	Printing/Copying	11,648	7	2,192	7,200	88	867	5,200
5011-005-230	Professional/Temp Service	23,956	9,830	69,108	10,000	10,132	10,631	72,000
5011-005-320	Office/Computer Supplies	635	2,958	3,724	5,000	214	836	4,500
5011-005-410	Meeting Expense	-	-	-	300	56	75	300
5011-005-420	Utilities	1,497	2,745	1,836	2,000	1,121	1,861	2,000
5011-005-440	Training Expense	-	2,180	217	2,500	1,292	2,439	3,000
5011-005-450	Publication and Dues	101	316	360	500	250	761	500
5011-005-460	Postage	1,515	3,524	4,065	4,000	2,103	4,125	4,000
5011-005-660	Other Expense	-	60	-	500	-	481	500
5011-005-710	Office Equipment (over \$1,000)		-	2,134	2,000	-	4,378	2,000
TOTAL OTHER EXPENSES		43,558	25,131	87,659	39,100	17,249	30,450	99,100
TOTAL CITY CLERK		<u>204,970</u>	<u>204,201</u>	<u>334,241</u>	<u>328,130</u>	<u>157,316</u>	<u>330,658</u>	<u>372,377</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - ADMINISTRATIVE SERVICES
HUMAN RESOURCES
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
HUMAN RESOURCES								
PERSONNEL SERVICES								
5011-010-010	Salaries, Regular	166,971	161,935	204,728	245,457	118,671	245,417	291,399
5011-010-020	Salaries, Part-time	-	1,250	8,538	-	-	-	-
5011-010-030	Salaries, Overtime	34	-	-	-	-	-	-
5011-010-040	Car Allowance	4,800	4,800	4,800	4,800	2,400	7,000	4,800
5011-010-090	Benefits	85,883	104,072	122,637	139,777	64,055	151,250	183,698
TOTAL PERSONNEL SERVICES		257,688	272,057	340,703	390,034	185,127	403,667	479,897
OTHER EXPENSES								
5011-010-190	Other Equipment Maint	558	1,529	2,693	2,800	1,588	2,518	2,800
5011-010-210	Advertising	5,835	6,986	3,649	4,500	609	909	4,500
5011-010-220	Printing/Copying	884	654	696	1,000	-	-	1,000
5011-010-230	Professional/Temp Service	15,154	75,359	204,028	40,000	13,725	55,000	80,000
5011-010-260	Rent of Property & Equipmt	432	635	-	500	-	-	500
5011-010-320	Office/Computer Supplies	2,246	11,326	2,923	5,000	497	2,816	5,000
5011-010-350	Tools/Equipment (under \$1,000)	435	-	-	-	-	1,388	-
5011-010-410	Meeting Expense	957	1,809	2,073	2,000	1,778	2,817	2,000
5011-010-420	Utilities	-	-	-	-	-	528	-
5011-010-440	Training Expense	10,860	2,560	7,237	3,700	2,452	10,478	5,000
5011-010-450	Publication and Dues	4,975	3,809	751	5,000	372	1,551	3,700
5011-010-460	Postage	14	135	459	500	230	433	500
5011-010-660	Other Expense	6,506	10,131	1,981	3,250	253	3,516	3,250
5011-010-710	Office Equipment (over \$1,000)	-	-	1,403	-	1,357	5,357	-
TOTAL OTHER EXPENSES		48,857	114,933	227,893	68,250	22,861	87,311	108,250
TOTAL HUMAN RESOURCES		306,545	386,990	568,596	458,284	207,987	490,978	588,147

General Fund
CITY ATTORNEY
ANNUAL BUDGET



FY 2024/2025

CITY OF PORTERVILLE
BUDGET WORKSHEETS - ADMINISTRATIVE AND LEGAL
CITY ATTORNEY
FISCAL YEAR 2024/25

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 ACTUAL</u>	<u>FY 2022/23 ACTUAL</u>	<u>FY 2023/24 BUDGET</u>	<u>Y-T-D 31-Dec-23</u>	<u>PROJECTED 30-Jun-24</u>	<u>PROPOSED FY 2024/25 BUDGET</u>
CITY ATTORNEY								
<u>OTHER EXPENSES</u>								
5011-050-230	Professional/Temp Service	140,734	153,579	124,675	200,000	33,552	123,024	200,000
5011-050-410	Meeting Expense	-	-	-	-	-	-	
TOTAL OTHER EXPENSES		140,734	153,579	124,675	200,000	33,552	123,024	200,000
TOTAL CITY ATTORNEY		<u>140,734</u>	<u>153,579</u>	<u>124,675</u>	<u>200,000</u>	<u>33,552</u>	<u>123,024</u>	<u>200,000</u>

General Fund

FINANCE

ANNUAL BUDGET



FY 2024/2025

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - FINANCE DEPARTMENT
FINANCE
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>FINANCE</u>								
<u>PERSONNEL SERVICES</u>								
5012-001-010	Salaries, Regular	323,916	327,404	391,289	535,331	220,195	447,290	592,509
5012-001-020	Salaries, Part-Time	-	-	-	-	-	8,873	-
5012-001-040	Car Allowance	4,800	4,800	4,600	4,800	2,600	5,200	4,800
5012-001-090	Benefits	178,109	187,646	230,090	303,132	122,037	262,450	364,018
TOTAL PERSONNEL SERVICES		506,825	519,850	625,980	843,263	344,832	723,813	961,327
<u>OTHER EXPENSES</u>								
5012-001-120	Building/Grounds Maint	80	-	-	-	-	-	-
5012-001-140	Computer Equip Maint	1,116	6,041	7,585	10,000	1,418	8,188	10,000
5012-001-190	Other Equipment Maint	-	1,639	4,074	4,500	1,536	4,311	4,500
5012-001-220	Printing/Copying	1,822	731	1,139	1,000	-	817	1,000
5012-001-230	Professional/Temp Service	11,070	7,605	7,925	10,000	4,640	9,372	10,000
5012-001-260	Rent of Property & Equipmt	301	-	-	500	-	-	500
5012-001-320	Office/Computer Supplies	7,224	8,487	10,843	12,000	3,975	9,665	11,000
5012-001-350	Tools/Equipment (under \$1,000)	216	-	422	500	-	-	500
5012-001-410	Meeting Expense	-	-	-	500	-	63	500
5012-001-420	Utilities	558	557	561	1,000	239	578	1,000
5012-001-440	Training Expense	285	205	85	1,000	135	270	2,000
5012-001-450	Publication and Dues	2,010	1,231	2,463	2,500	429	1,407	2,500
5012-001-660	Other Expense	1,911	2,121	2,158	3,000	1,263	2,480	3,000
TOTAL OTHER EXPENSES		26,593	28,617	37,255	46,500	13,635	37,151	46,500
TOTAL FINANCE		533,418	548,467	663,234	889,763	358,467	760,964	1,007,827

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - FINANCE DEPARTMENT
INFORMATION TECHNOLOGY
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>INFORMATION TECHNOLOGY</u>								
<u>PERSONNEL SERVICES</u>								
5012-020-010	Salaries, Regular	156,109	176,784	222,221	283,464	105,128	210,255	310,788
5012-020-020	Salaries, Part-time	-	-	-	-	-	-	-
5012-020-030	Salaries, Over-time	-	-	-	-	26	51	500
5012-020-090	Benefits	79,961	100,688	131,666	174,364	63,407	126,814	200,088
TOTAL PERSONNEL SERVICES		236,070	277,472	353,887	457,828	168,561	337,120	511,376
<u>OTHER EXPENSES</u>								
5012-020-120	Building/Grounds Maint	-	10,117	100	200	56	111	200
5012-020-140	Computer Equipment Maint	153,444	165,324	136,941	175,000	117,578	170,462	180,000
5012-020-190	Other Equipment Maint	789	1,919	1,404	2,500	999	1,998	2,500
5012-020-220	Printing/Copying	2	-	-	-	-	-	-
5012-020-230	Professional/Temp Service	96	-	4,045	5,000	5,539	7,189	5,000
5012-020-320	Office/Computer Supplies	2,863	2,004	1,112	2,000	359	1,380	2,000
5012-020-350	Tools/Equipment (under \$1,000)	1,512	1,522	2,033	2,500	267	2,114	2,500
5012-020-410	Meeting Expense	-	-	-	200	-	-	200
5012-020-420	Utilities	803	891	1,176	1,200	471	1,245	1,300
5012-020-440	Training Expense	2,990	-	712	3,000	113	2,600	3,000
5012-020-450	Publication and Dues	195	328	573	1,000	130	260	1,000
5012-020-490	Software Costs (under \$1,000)	421	199	546	2,000	-	-	2,000
5012-020-660	Other Expense	5	485	-	500	130	260	500
TOTAL OTHER EXPENSES		163,120	182,787	148,641	195,100	125,642	187,619	200,200
<u>CAPITAL OUTLAY</u>								
5012-020-740	Computer Equip (over \$1,000)	-	3,997	9,787	20,000	-	17,000	20,000
5012-020-750	Computer Software (over \$1,000)	-	-	2,000	6,000	-	-	6,000
TOTAL CAPITAL OUTLAY		-	3,997	11,787	26,000	-	17,000	26,000
TOTAL INFORMATION TECHNOLOGY		399,190	464,256	514,315	678,928	294,203	541,739	737,576

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - FINANCE DEPARTMENT
GENERAL SERVICES
FISCAL YEAR 2024/25**

ACCT# ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>GENERAL SERVICES</u>							
<u>PERSONNEL SERVICES</u>							
5012-050-010 Salaries, Regular	72,218	51,511	69,845	78,843	32,566	65,132	75,459
5012-050-090 Benefits	38,935	28,621	44,425	47,061	20,534	41,067	49,859
TOTAL PERSONNEL SERVICES	111,153	80,132	114,270	125,904	53,100	106,199	125,318
<u>OTHER EXPENSES</u>							
5012-050-120 Building/Grounds Maint	-	-	-	-	-	-	-
5012-050-190 Other Equipment Maint	186	186	407	500	204	408	500
5012-050-220 Printing/Copying	64	72	516	800	-	-	800
5012-050-230 Professional/Temp Service	-	32	-	-	-	-	-
5012-050-260 Rent of Property & Equipmt	7,980	8,321	7,663	9,000	3,998	7,996	9,000
5012-050-320 Office/Computer Supplies	1,855	1,878	2,190	3,000	808	1,615	3,000
5012-050-350 Tools/Equipment (under \$1,000)	-	-	-	500	-	-	500
5012-050-410 Meeting Expense	-	-	-	500	-	-	500
5012-050-420 Utilities	69,380	81,697	88,506	95,000	50,387	92,471	97,000
5012-050-440 Training Expense	-	-	-	500	-	-	1,000
5012-050-450 Publication and Dues	344	344	344	500	165	330	500
5012-050-460 Postage	16,860	11,572	17,280	20,000	2,473	17,300	20,000
5012-050-520 Insurance, Liability	85,307	85,307	85,307	119,490	59,742	119,490	119,490
5012-050-660 Other Expense	-	25	-	1,000	45	90	1,000
TOTAL OTHER EXPENSES	181,976	189,433	202,212	250,790	117,821	239,700	253,290
 TOTAL GENERAL SERVICES	 293,129	 269,565	 316,482	 376,694	 170,921	 345,899	 378,608

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - FINANCE DEPARTMENT
UTILITY BILLING AND COLLECTIONS
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
UTILITY BILLING & COLLECTION								
PERSONNEL SERVICES								
5012-075-010	Salaries, Regular	182,649	186,908	211,665	231,336	119,456	238,911	250,008
5012-075-020	Salaries, Part-time	2,693	8,694	-	-	-	-	-
5012-075-030	Salaries, Overtime	88	-	19	1,000	-	-	500
5012-075-090	Benefits	116,905	131,318	151,330	162,787	79,487	158,974	182,313
TOTAL PERSONNEL SERVICES		302,335	326,920	363,014	395,123	198,943	397,885	432,821
OTHER EXPENSES								
5012-075-140	Computer Equipment Maint	744	572	1,379	1,500	774	1,327	1,500
5012-075-220	Printing/Copying	665	230	-	100	-	-	100
5012-075-230	Professional/Temp Service	96	1	32	-	-	-	-
5012-075-320	Office/Computer Supplies	768	769	1,483	2,000	851	1,702	2,000
5012-075-350	Tools/Equipment (under \$1,000)	732	1,748	-	500	-	-	500
5012-075-410	Meeting Expense	-	-	-	100	-	-	100
5012-075-440	Training Expense	137	-	-	300	-	-	300
5012-075-450	Publication and Dues	59	400	600	1,000	200	600	1,000
5012-075-660	Other Expense	3,164	34,040	44,136	50,000	29,012	53,198	54,000
TOTAL OTHER EXPENSES		6,365	37,759	47,630	55,500	30,836	56,827	59,500
TOTAL UTILITY BILLING & COLLECTION		308,700	364,679	410,644	450,623	229,779	454,712	492,321

General Fund
POLICE SERVICES
ANNUAL BUDGET



FY 2024/2025

CITY OF PORTERVILLE
BUDGET WORKSHEETS - POLICE DEPARTMENT
POLICE ADMINISTRATION
FISCAL YEAR 2024/25

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
POLICE ADMINISTRATION								
PERSONNEL SERVICES								
5020-001-010	Salaries, Regular	5,368,891	4,843,144	5,102,340	6,363,805	2,628,707	5,297,061	6,440,162
5020-001-020	Salaries, Part-time	32,489	38,224	91,458	100,000	40,261	82,149	80,000
5020-001-030	Salaries, Overtime	300,585	426,975	490,520	380,000	300,826	577,759	400,000
5020-001-040	Car Allowance	4,800	200	-	-	-	-	-
5020-001-090	Benefits	3,395,065	2,949,522	3,247,623	3,877,941	1,676,366	3,283,104	4,290,451
TOTAL PERSONNEL SERVICES		9,101,830	8,258,065	8,931,940	10,721,746	4,646,160	9,240,073	11,210,613
OTHER EXPENSES								
5020-001-110	Vehicle Maintenance	459,056	455,601	385,516	400,000	222,036	467,091	400,000
5020-001-120	Building/Grounds Maint	37,944	19,585	42,700	50,000	25,996	43,683	50,000
5020-001-140	Computer Equip Maint	39,539	40,409	37,996	45,000	40,046	69,224	55,000
5020-001-190	Other Equipment Maint	14,218	10,730	13,664	15,000	4,366	11,371	47,000
5020-001-220	Printing/Copying	11,759	6,202	7,982	8,000	4,385	9,459	8,000
5020-001-230	Professional/Temp Service	242,108	175,320	190,233	202,000	55,253	144,871	195,000
5020-001-260	Rent of Property & Equipment	-	-	-	23,000	14,191	16,191	53,000
5020-001-320	Office/Computer Supplies	19,585	29,918	29,335	30,000	11,045	35,606	25,000
5020-001-350	Tools & Equipment (under \$1,000)	23,464	18,937	24,087	20,000	8,006	21,696	20,000
5020-001-410	Meeting Expense	974	1,692	2,516	2,000	2,494	4,063	3,000
5020-001-420	Utilities	129,010	157,837	157,867	160,000	79,300	160,610	150,000
5020-001-430	Uniform Allowance	46,032	33,713	54,203	40,000	50,474	65,798	50,000
5020-001-440	Training Expense	51,660	82,602	91,275	90,000	50,877	95,363	100,000
5020-001-450	Publication and Dues	9,512	6,176	7,324	8,000	6,722	11,842	10,000
5020-001-460	Postage	9,409	6,988	10,393	10,000	4,856	8,012	10,000
5020-001-470	Range Expense	11,037	9,718	15,386	15,000	12,433	15,733	15,000
5020-001-480	Firearms Expense	36,591	15,671	18,416	20,000	14,572	35,053	20,000
5020-001-490	Investigation Costs	3,860	6,230	9,767	10,000	4,044	7,442	10,000
5020-001-520	Insurance/Liability	114,000	114,000	114,000	159,680	79,838	159,680	160,000
5020-001-660	Other Expense	6,536	19,915	13,461	12,000	4,321	7,557	10,000
5020-001-680	Booking Fees	-	-	-	-	-	-	-
5020-001-690	Animal Control	56,501	89,809	109,049	125,000	39,684	110,185	120,000
TOTAL OTHER EXPENSES		1,322,795	1,301,054	1,335,170	1,444,680	734,940	1,500,530	1,511,000
CAPITAL OUTLAY								
5020-001-710	Office Equipment (over \$1,000)	-	3,873	-	-	-	2,000	-
5020-001-720	Automotive Equipment	-	5,620	-	-	-	-	-
5020-001-730	Other Mach/Equip (over \$1,000)	3,469	1,397	18,706	-	5,907	58,000	-
5020-001-740	Computer Equipment (over \$1,000)	6,341	2,608	20,526	-	18,404	18,500	-
TOTAL CAPITAL OUTLAY		9,810	13,499	39,232	-	24,311	78,500	-
TOTAL POLICE ADMINISTRATION		10,434,435	9,572,618	10,306,342	12,166,426	5,405,411	10,819,103	12,721,613

General Fund
FIRE SERVICES
ANNUAL BUDGET



FY 2024/2025

**CITY OF PORTERVILLE
BUDGET WORKSHEET - FIRE DEPARTMENT
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
FIRE DEPARTMENT								
PERSONNEL SERVICES								
5021-001-010	Salaries, Regular	2,161,813	2,266,084	2,247,810	2,766,560	1,260,505	2,633,179	3,140,428
5021-001-020	Salaries, Part-time	65,626	47,502	39,376	-	-	-	-
5021-001-030	Salaries, Overtime	342,032	439,298	555,627	300,000	314,052	439,184	400,000
5021-001-090	Benefits	1,435,744	1,391,970	1,364,321	1,543,916	754,128	1,454,477	1,833,911
TOTAL PERSONNEL SERVICES		4,005,215	4,144,853	4,207,135	4,610,476	2,328,684	4,526,840	5,374,339
OTHER EXPENSES								
5021-001-110	Vehicle Maintenance	-	-	-	-	-	-	-
5021-001-120	Building/Grounds Maint	7,523	14,016	30,233	30,000	9,283	34,538	32,000
5021-001-140	Computer Equip Maint	11,495	22,370	26,441	30,000	12,237	27,492	32,000
5021-001-190	Other Equipment Maint	-	-	-	-	-	-	-
5021-001-220	Printing/Copying	1,337	2,832	7,271	7,500	1,381	3,630	7,900
5021-001-230	Professional/Temp Service	32,597	34,907	43,860	45,000	33,303	43,798	47,000
5021-001-260	Rent of Property & Equipmt	708	194	164	500	75	75	500
5021-001-320	Office/Computer Supplies	2,336	5,115	9,701	10,000	1,407	2,650	10,500
5021-001-330	Janitorial Supplies	1,849	2,169	3,838	5,000	2,826	3,755	5,300
5021-001-350	Tools/Equipment (under \$1,000)	10,288	31,929	43,704	50,000	9,919	22,771	52,500
5021-001-410	Meeting Expense	1,102	1,791	3,103	3,000	1,360	1,746	3,200
5021-001-420	Utilities	54,627	71,790	75,179	80,000	46,045	77,438	90,000
5021-001-430	Uniform Allowance	7,574	17,858	30,446	30,000	9,328	15,595	32,000
5021-001-440	Training Expense	-	-	-	-	-	-	-
5021-001-450	Publication and Dues	3,703	12,018	12,890	13,000	6,543	8,509	13,650
5021-001-460	Postage	2,723	3,099	5,163	5,000	2,605	3,407	5,250
5021-001-490	Fireworks	10	-	-	-	-	-	-
5021-001-520	Insurance, Liability	55,442	55,442	55,442	77,658	38,826	77,658	77,658
5021-001-610	Weed Abatement Services	1,035	-	-	-	-	-	-
5021-001-660	Other Expense	3,962	9,839	20,195	20,000	4,324	10,416	21,000
TOTAL OTHER EXPENSES		198,312	285,368	367,631	406,658	179,462	333,478	430,458
CAPITAL OUTLAY								
5021-001-710	Office Equipment (over \$1,000)	7,648	-	-	-	-	-	-
5021-001-720	Automotive Equipment	-	-	62,350	-	-	-	-
5021-001-730	Other Mach/Equip (over \$1,000)	9,442	18,479	12,498	15,000	15,817	16,286	17,000
5021-001-740	Computer Equipment (over \$1,000)	3,476	1,906	3,492	3,000	-	-	5,000
TOTAL CAPITAL OUTLAY		20,566	20,385	78,341	18,000	15,817	16,286	22,000
TOTAL FIRE DEPARTMENT		4,224,092	4,450,607	4,653,107	5,035,134	2,523,963	4,876,604	5,826,797

General Fund
COMMUNITY DEVELOPMENT
ANNUAL BUDGET



FY 2024/2025

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PLANNING
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>PLANNING & ZONING</u>								
<u>PERSONNEL SERVICES</u>								
5030-020-010	Salaries, Regular	354,985	304,362	357,855	416,442	171,669	346,029	450,677
5030-020-030	Overtime	205	-	-	-	-	-	-
5030-020-040	Car Allowance	9,040	9,600	9,600	9,600	4,800	7,400	9,600
5030-020-090	Benefits	194,517	170,822	202,754	234,621	87,526	211,045	280,043
TOTAL PERSONNEL SERVICES		558,746	484,784	570,209	660,663	263,995	564,474	740,320
<u>OTHER EXPENSES</u>								
5030-020-140	Computer Equipment Maint	4,864	8,618	11,011	11,100	9,564	12,967	13,000
5030-020-190	Other Equipment Maint	2,790	661	758	2,000	249	890	2,000
5030-020-210	Advertising	3,090	2,658	3,988	4,000	454	2,143	4,000
5030-020-220	Printing/Copying	2,321	2,068	2,967	3,000	1,607	3,496	3,500
5030-020-230	Professional/Temp Service	43,628	105,866	72,558	95,000	19,608	59,338	95,000
5030-020-260	Rent of Property & Equipmt	3,391	3,343	3,520	3,600	1,168	1,168	3,600
5030-020-320	Office/Computer Supplies	4,018	3,202	3,072	3,500	1,076	3,654	3,500
5030-020-350	Tools/Equipment under \$1000	466	-	-	-	-	3,458	-
5030-020-410	Meeting Expense	286	1,810	2,075	3,000	287	1,689	3,000
5030-020-420	Utilities	3,020	6,673	4,837	6,000	2,866	5,217	6,000
5030-020-430	Uniform Allowance	477	368	356	500	492	492	500
5030-020-440	Training Expense	1,643	650	901	2,000	3,040	6,227	4,900
5030-020-450	Publication and Dues	14,248	4,033	3,795	10,000	2,166	4,691	10,000
5030-020-460	Postage	934	1,111	702	700	312	811	700
5030-020-660	Other Expense	6,848	(1,065)	2,957	3,000	233	493	3,000
TOTAL OTHER EXPENSES		92,022	139,996	113,496	147,400	43,123	106,734	152,700
<u>CAPITAL OUTLAY</u>								
5030-020-730	Other Mach/Equip (over \$1,000)	-	-	-	-	-	-	-
5030-020-740	Computer Equipment (over \$1,000)	-	-	5,255	-	-	-	-
TOTAL CAPITAL OUTLAY		-	-	5,255	-	-	-	-
TOTAL PLANNING & ZONING		650,768	624,780	688,960	808,063	307,118	671,208	893,020

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - ECONOMIC DEVELOPMENT
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>ECONOMIC DEVELOPMENT</u>								
<u>PERSONNEL SERVICES</u>								
5030-025-010	Salaries, Regular	174,384	195,059	247,143	293,570	109,646	232,040	291,154
5030-025-030	Salaries, Overtime		61	-	-	-	-	
5030-025-040	Car Allowance	1,000	-	-	-	-	-	
5030-025-090	Benefits	89,767	106,257	139,631	164,037	57,674	143,498	177,496
TOTAL PERSONNEL SERVICES		265,151	301,377	386,773	457,607	167,320	375,538	468,650
<u>OTHER EXPENSES</u>								
5030-025-110	Vehicle Maintenance	2,177	2,328	2,393	2,500	1,576	2,920	3,000
5030-025-210	Advertising	1,397	-	1,240	1,500	458	2,237	1,500
5030-025-220	Printing/Copying	10	46	2,614	2,800	352	2,137	3,400
5030-025-230	Professional/Temp Service	-	-	-	-	-	-	-
5030-025-320	Office/Computer Supplies	-	88	2,008	2,000	-	-	2,000
5030-025-410	Meeting Expense	-	6,882	8,412	8,000	241	4,990	8,000
5030-025-420	Utilities	463	464	454	500	185	457	500
5030-025-430	Uniform Allowance	-	-	-	100	-	-	100
5030-025-440	Training Expense	380	650	1,216	1,200	-	-	1,200
5030-025-450	Publication and Dues	2,615	1,520	41,257	45,000	35,423	41,097	45,000
5030-025-460	Postage	38	-	-	-	141	200	-
5030-025-490	Special Consumables	20,000	809	4,302	5,000	2,457	4,605	5,000
5030-025-660	Other Expense	531	-	47	2,000	-	47	200
TOTAL OTHER EXPENSES		27,611	12,786	63,944	70,600	40,832	58,690	69,900
TOTAL ECONOMIC DEVELOPMENT		<u>292,762</u>	<u>314,163</u>	<u>450,717</u>	<u>528,207</u>	<u>208,151</u>	<u>434,228</u>	<u>538,550</u>

General Fund
ENGINEERING & PROJECT MGT
ANNUAL BUDGET



FY 2024/2025

CITY OF PORTERVILLE
BUDGET WORKSHEETS - ENGINEERING AND PROJECT MANAGEMENT
ENGINEERING AND PROJECT MANAGEMENT
FISCAL YEAR 2024/25

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>ENGINEERING & PROJECT MANAGEMENT</u>								
<u>PERSONNEL SERVICES</u>								
5030-010-010	Salaries, Regular	862,380	850,692	959,357	1,081,178	533,823	1,140,104	1,115,710
5030-010-030	Salaries, Overtime	260	-	-	-	382	1,876	-
5030-010-040	Car Allowance	9,400	9,600	9,600	9,600	4,800	9,600	9,600
5030-010-090	Benefits	485,638	499,848	603,936	646,792	306,640	753,694	696,451
TOTAL PERSONNEL SERVICES		1,357,678	1,360,140	- 1,572,893	1,737,570	845,645	1,905,274	1,821,761
<u>OTHER EXPENSES</u>								
5030-010-110	Vehicle Maintenance	38,374	47,872	57,322	60,000	33,808	66,817	70,000
5030-010-140	Computer Equipment Maintenance	23,810	48,666	66,470	70,000	58,146	66,943	70,000
5030-010-190	Other Equipment Maint	11,666	12,388	13,757	14,000	4,396	12,991	14,000
5030-010-220	Printing/Copying	2,863	2,437	2,981	3,000	1,470	3,513	3,000
5030-010-230	Professional/Temp Service	14,979	22,134	53,571	50,000	24,470	57,086	50,000
5030-010-260	Rent of Property & Equipmt	3,626	3,343	3,520	4,000	1,168	2,632	9,000
5030-010-320	Office/Computer Supplies	6,880	5,731	6,249	6,500	2,607	6,500	6,500
5030-010-350	Tools/Equipment (under \$1,000)	871	1,086	3,096	3,000	867	5,216	3,000
5030-010-410	Meeting Expense	208	-	94	200	-	60	200
5030-010-420	Utilities	10,295	16,490	14,043	16,000	7,636	15,680	16,000
5030-010-430	Uniform Allowance	820	962	3,432	3,500	200	2,200	3,500
5030-010-440	Training Expense	811	2,715	8,179	8,500	-	1,425	8,500
5030-010-450	Publication and Dues	4,327	4,730	8,527	8,500	1,417	4,971	8,500
5030-010-460	Postage	291	238	286	500	699	750	500
5030-010-660	Other Expense	748	657	166	500	-	400	500
TOTAL OTHER EXPENSES		120,569	169,449	- 241,692	248,200	136,885	247,184	263,200
<u>CAPITAL OUTLAY</u>								
5030-010-730	Other Mach/Equip (over \$1,000)	-	4,758	4,757	-	-	-	-
5030-010-740	Computer Equipment (over \$1,000)	2,513	843	-	-	-	4,779	5,000
TOTAL CAPITAL OUTLAY		2,513	5,601	- 4,757	-	-	4,779	5,000
TOTAL ENGINEERING & PROJECT MANAGEMENT		<u>1,480,760</u>	<u>1,535,190</u>	<u>1,819,342</u>	<u>1,985,770</u>	<u>982,530</u>	<u>2,157,237</u>	<u>2,089,961</u>

General Fund
PUBLIC WORKS
ANNUAL BUDGET



FY 2024/2025

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL	PROJECTED	PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	30-Jun-24	2024/25 BUDGET
STREET MAINTENANCE								
001 5030-030-010	Salaries, Regular	121,459	128,324	138,026	169,124	54,263	108,526	153,237
001 5030-030-020	Salaries, Part-time	-	-	-	-	-	-	-
001 5030-030-030	Salaries, Overtime	114	2,017	201	500	72	214	500
001 5030-030-090	Benefits	91,982	101,700	117,413	126,754	38,531	77,062	119,432
001 5030-030-110	Vehicle Maintenance	200,759	233,036	276,904	280,000	162,590	325,180	310,000
001 5030-030-120	Building/Grounds Maint	4,946	4,105	7,684	7,500	3,678	7,356	7,500
001 5030-030-190	Other Equipment Maint	14,089	15,284	20,131	20,000	8,483	16,966	20,000
001 5030-030-220	Printing/Copying	81	7	-	-	-	-	-
001 5030-030-230	Professional/Temp Service	1,021	1,435	987	1,500	238	744	1,000
001 5030-030-260	Rent of Property & Equipment	-	-	-	-	-	-	-
001 5030-030-320	Office/Computer Supplies	1,006	1,495	868	1,200	53	667	1,000
001 5030-030-340	Maint & Repair Materials	4,356	5,615	3,098	5,000	1,796	1,932	5,000
001 5030-030-350	Tools/Equipment (under \$1,000)	1,845	436	51	500	114	640	500
001 5030-030-420	Utilities	4,464	5,999	3,471	5,000	1,635	3,678	5,000
001 5030-030-430	Uniform Allowance	2,753	2,508	3,583	3,800	885	1,829	4,000
001 5030-030-440	Training Expense	119	-	134	200	5,544	5,544	5,000
001 5030-030-450	Publication and Dues	121	42	44	100	5,570	5,570	5,000
001 5030-030-520	Insurance, Liability	30,287	30,287	30,287	42,424	21,214	42,424	42,424
001 5030-030-660	Other Expense	894	2,348	1,583	1,500	1,042	1,554	1,500
001 5030-030-730	Other Mach/Equip (over \$1000)	-	-	-	-	-	-	-
TOTAL STREET MAINTENANCE		480,297	534,638	604,465	665,102	305,708	599,886	681,093

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

STREET SIGNALS, SIGNS, STRIPING

		ACTUAL			BUDGET	ACTUAL	PROJECTED	PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	30-Jun-24	2024/25 BUDGET
001 5030-035-010	Salaries, Regular	47,706	48,637	77,848	93,658	18,838	37,676	107,926
001 5030-035-030	Salaries, Overtime	2,129	5,307	3,245	3,800	1,351	2,702	3,000
001 5030-035-090	Benefits	29,151	36,416	55,961	68,203	13,152	26,304	80,619
001 5030-035-110	Vehicle Maintenance	15,549	22,840	27,016	27,000	10,898	21,796	27,000
001 5030-035-120	Building/Grounds Maint	1,386	-	373	500	-	-	-
001 5030-035-190	Other Equipment Maint	804	847	780	1,000	390	836	1,000
001 5030-035-230	Professional/Temp Service	21,522	26,767	25,094	25,000	6,958	26,519	25,000
001 5030-035-320	Office/Computer Supplies	-	12	149	200	-	-	200
001 5030-035-340	Maint and Repair Materials	123,482	120,043	123,966	125,000	53,028	112,386	125,000
001 5030-035-350	Tools/Equipment (under \$1,000)	275	749	254	500	1,660	2,093	500
001 5030-035-420	Utilities	34,710	41,689	49,808	45,000	15,551	48,638	45,000
001 5030-035-430	Uniform Allowance	981	1,076	981	1,000	191	382	1,000
001 5030-035-440	Training Expense	-	-	385	500	-	385	500
001 5030-035-450	Publication and Dues	170	170	260	300	-	260	300
001 5030-035-660	Other Expense	-	9	-	-	-	-	-
TOTAL STREET SIGNALS, SIGNS, STRIPING		277,865	304,564	366,120	391,661	122,017	279,977	417,045

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

STREET LIGHTING

001 5030-037-010 Salaries, Regular
001 5030-037-090 Benefits
001 5030-037-340 Maint and Repair Materials
001 5030-037-420 Utilities

TOTAL STREET LIGHTING

ACTUAL			BUDGET	ACTUAL	PROJECTED	PROPOSED
FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	30-Jun-24	2024/25 BUDGET
1,296	1,431	1,469	1,912	836	1,672	1,958
639	739	800	1,039	413	826	1,097
-	-	34,644	35,000	6,075	12,150	25,000
603,145	598,507	593,972	600,000	285,503	685,926	635,000
605,080	600,678	630,885	637,951	292,827	700,574	663,055

ACTUAL			BUDGET	ACTUAL	PROJECTED	PROPOSED
FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	30-Jun-24	2024/25 BUDGET
16,659	20,355	17,552	26,137	10,496	10,496	-
432	1,333	6,100	6,200	916	916	-
9,499	12,645	13,477	18,638	6,542	6,542	-
21,848	42,063	26,333	26,000	11,612	11,612	-
1,314	3,200	-	-	1,921	1,921	-
4,368	7,093	4,368	4,500	2,184	2,184	-
7,249	11,335	8,757	10,000	6,061	6,061	
-	-	927	1,000	-	-	-
1,504	1,791	1,764	2,000	371	371	-
-	-	-	-	-	-	-
-	26,498	-	-	-	-	-
671	759	985	1,000	1,238	1,238	-
-	-	-		-	-	
63,543	127,071	80,263	95,475	41,341	41,341	-

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

PARKING LOT MAINTENANCE

001 5030-050-010 Salaries, Regular
001 5030-050-030 Salaries, Overtime
001 5030-050-090 Benefits
001 5030-050-120 Building/Grounds Maint
001 5030-050-230 Professional/Temp Service
001 5030-050-420 Utilities

TOTAL PARKING LOT MAINTENANCE

ACTUAL			BUDGET	ACTUAL	PROJECTED	PROPOSED
FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	30-Jun-24	2024/25 BUDGET
1,296	1,431	1,469	1,912	836	1,672	1,958
-	163	-	-	-	-	-
639	825	800	1,039	413	826	1,097
20	307	9,027	9,000	66	464	5,000
36,460	34,750	38,780	40,000	19,126	42,076	45,900
29,216	33,694	35,783	35,000	12,683	35,786	35,000
67,630	71,170	85,858	86,951	33,124	80,824	88,955

General Fund
PARKS & LEISURE SERVICES
ANNUAL BUDGET



FY 2024/2025

PARKS MAINTENANCE

ANNUAL BUDGET



FY 2024/2025

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2024/25

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
PARKS MAINTENANCE & OPERATION								
PERSONNEL SERVICES								
5050-005-010	Salaries, Regular	397,211	369,210	403,006	444,203	203,060	406,121	768,368
5050-005-020	Salaries, Part-time	27,322	25,622	15,430	20,550	682	1,934	57,470
5050-005-030	Salaries, Overtime	905	1,983	2,745	1,500	2,793	3,941	4,300
5050-005-040	Car Allowance	4,800	4,800	4,800	4,800	2,400	4,800	4,800
5050-005-090	Benefits	232,237	233,563	247,522	295,331	118,143	283,999	544,376
TOTAL PERSONNEL SERVICES		662,476	635,178	673,503	766,384	327,079	700,795	1,379,314
OTHER EXPENSES								
5050-005-110	Vehicle Maintenance	146,588	206,514	234,141	235,000	138,530	247,288	318,400
5050-005-120	Building/Grounds Maint	87,750	64,011	25,926	30,480	9,915	17,334	130,280
5050-005-140	Computer Equip Maint	372	558	967	1,030	461	921	1,040
5050-005-190	Other Equipment Maint	13,031	13,988	17,434	18,000	9,587	16,209	27,768
5050-005-220	Printing/Copying	27	4	164	100	-	50	-
5050-005-230	Professional/Temp Service	708	1,107	986	1,200	204	966	1,200
5050-005-260	Rent of Property & Equipmt	98	310	307	311	-	100	-
5050-005-320	Office/Computer Supplies	1,356	1,347	2,546	2,000	995	1,544	2,200
5050-005-350	Tools/Equipment (under \$1,000)	1,906	1,572	5,187	5,000	4,896	13,135	10,398
5050-005-410	Meeting Expense	-	-	-	-	-	-	-
5050-005-420	Utilities	12,072	15,686	19,316	20,000	10,206	20,411	24,960
5050-005-430	Uniform Allowance	10,555	14,862	15,031	15,000	6,372	16,748	18,060
5050-005-440	Training Expense	-	20	240	1,500	1,490	2,580	1,500
5050-005-450	Publication and Dues	201	-	-	-	-	-	-
5050-005-460	Postage	-	-	-	-	-	-	-
5050-005-520	Insurance, Liability	24,000	24,000	24,000	33,616	16,810	36,417	35,360
5050-005-610	Weed Abatement	-	-	-	-	-	-	-
5050-005-660	Other Expense	1,654	1,309	2,243	2,000	2,825	3,520	2,548
TOTAL OTHER EXPENSES		300,317	345,288	348,489	365,237	202,289	377,223	573,714
CAPITAL OUTLAY								
5050-005-710	Office Equipment (over \$1,000)	-	-	1,352	-	-	-	-
5050-005-730	Other Mach/Equipment (over \$1000)	-	1,488	2,572	-	-	5,522	4,000
TOTAL CAPITAL OUTLAY		-	1,488	3,924	-	-	5,522	4,000
TOTAL PARK MAINT & OPERATION		962,794	981,954	1,025,915	1,131,621	529,368	1,083,540	1,957,028⁴⁰

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2024/25

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 ACTUAL</u>	<u>FY 2022/23 ACTUAL</u>	<u>FY 2023/24 BUDGET</u>	<u>Y-T-D 31-Dec-23</u>	<u>PROJECTED 30-Jun-24</u>	<u>PROPOSED FY 2024/25 BUDGET</u>
<u>LIME STREET PARK</u>								
<u>PERSONNEL SERVICES</u>								
5050-006-010	Salaries, Regular	5,144	5,397	4,332	6,000	653	1,901	-
5050-006-090	Benefits	3,089	3,428	2,760	3,800	409	1,514	-
TOTAL PERSONNEL SERVICES		8,232	8,826	7,093	9,800	1,061	3,415	-
<u>OTHER EXPENSES</u>								
5050-006-120	Building/Grounds Maint	1,801	2,768	2,611	2,800	133	718	-
5050-006-190	Other Equipment Maint	11	-	94	100	-	25	-
5050-006-420	Utilities	2,070	2,141	2,111	2,200	1,251	1,783	2,288
TOTAL OTHER EXPENSES		3,882	4,910	4,817	5,100	1,384	2,526	2,288
TOTAL LIME STREET PARK		<u>12,115</u>	<u>13,735</u>	<u>11,909</u>	<u>14,900</u>	<u>2,445</u>	<u>5,941</u>	<u>2,288</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
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ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
LION'S PARK								
OTHER EXPENSES								
5050-007-120	Building/Grounds Maint	2,280	3,511	2,586	2,600	-	50	-
5050-007-190	Other Equipment Maint	11	-	58	100	-	-	-
5050-007-230	Professional/Temp Service	2,159	2,090	2,090	2,100	871	2,088	2,250
5050-007-420	Utilities	1,599	1,397	1,295	1,400	587	1,392	1,560
TOTAL OTHER EXPENSES		6,049	6,998	6,030	6,200	1,457	3,530	3,810
TOTAL LION'S PARK		6,049	6,998	6,030	6,200	1,457	3,530	3,810

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ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
MURRY PARK								
PERSONNEL SERVICES								
5050-008-010	Salaries, Regular	48,713	52,232	55,174	56,000	32,719	63,126	-
5050-008-020	Salaries, Part-time	10,800	11,687	15,166	14,610	6,619	7,266	-
5050-008-030	Salaries, Overtime	621	391	180	375	47	100	-
5050-008-090	Benefits	31,702	35,700	38,979	39,300	21,946	46,423	-
TOTAL PERSONNEL SERVICES		91,835	100,010	109,498	110,285	61,330	116,915	-
OTHER EXPENSES								
5050-008-120	Building/Grounds Maint	10,055	32,466	18,613	22,000	8,568	21,869	-
5050-008-190	Other Equipment Maint	1,343	795	596	1,205	164	875	-
5050-008-230	Professional/Temp Service	-	-	47	100	-	-	-
5050-008-420	Utilities	37,838	39,610	40,862	42,000	32,510	41,809	44,000
5050-008-430	Uniform Allowance			76	100	57	390	-
5050-008-660	Other Expense	-	218	58	100	-	-	-
TOTAL OTHER EXPENSES		49,236	73,089	60,252	65,505	41,298	64,943	44,000
CAPITAL OUTLAY								
5050-008-730	Other Mach/Equip (over \$1,000)	1,259	3,967	621	-	-	-	-
TOTAL CAPITAL OUTLAY		1,259	3,967	621	-	-	-	-
TOTAL MURRY PARK		142,330	177,067	170,371	175,790	102,628	181,858	44,000

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BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
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<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 ACTUAL</u>	<u>FY 2022/23 ACTUAL</u>	<u>FY 2023/24 BUDGET</u>	<u>Y-T-D 31-Dec-23</u>	<u>PROJECTED 30-Jun-24</u>	<u>PROPOSED FY 2024/25 BUDGET</u>
<u>NORTH PARK</u>								
<u>PERSONNEL SERVICES</u>								
5050-009-010	Salaries, Regular	1,273	1,076	2,270	2,500	1,523	3,523	-
5050-009-030	Overtime	77	-	-	-	-	-	-
5050-009-090	Benefits	789	670	1,529	1,625	976	2,479	-
TOTAL PERSONNEL SERVICES		2,139	1,746	3,800	4,125	2,499	6,002	-
<u>OTHER EXPENSES</u>								
5050-009-120	Building/Grounds Maint	145	56	188	200	-	500	-
5050-009-190	Other Equipment Maint	-	-	-	-	-	-	-
5050-009-420	Utilities	1,171	1,218	1,122	1,200	441	951	1,200
TOTAL OTHER EXPENSES		1,315	1,274	1,309	1,400	441	1,451	1,200
TOTAL NORTH PARK		<u>3,455</u>	<u>3,020</u>	<u>5,109</u>	<u>5,525</u>	<u>2,940</u>	<u>7,453</u>	<u>1,200</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
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<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 ACTUAL</u>	<u>FY 2022/23 ACTUAL</u>	<u>FY 2023/24 BUDGET</u>	<u>Y-T-D 31-Dec-23</u>	<u>PROJECTED 30-Jun-24</u>	<u>PROPOSED FY 2024/25 BUDGET</u>
<u>VETERAN'S PARK</u>								
<u>PERSONNEL SERVICES</u>								
5050-010-010	Salaries, Regular	56,997	59,106	64,417	65,777	32,089	53,426	-
5050-010-020	Salaries, Part-time	10,786	11,550	14,934	14,000	10,912	12,431	-
5050-010-030	Salaries, Overtime	510	573	239	745	-	-	-
5050-010-090	Benefits	38,142	41,732	47,423	47,698	22,511	43,535	-
TOTAL PERSONNEL SERVICES		106,435	112,961	127,014	128,220	65,513	109,392	-
<u>OTHER EXPENSES</u>								
5050-010-120	Building/Grounds Maint	16,995	14,902	18,324	18,500	12,341	21,413	-
5050-010-230	Professional/Temp Service	5,900	1,350	1,575	1,600	1,275	1,275	1,600
5050-010-260	Rent of Property & Equipment	2,411	-	-	-	-	-	-
5050-010-420	Utilities	71,163	65,009	63,089	65,150	38,995	49,950	67,000
5050-010-430	Uniform Allowance			76	100	57	75	-
5050-010-660	Other Expense	117	18	221	250	155	982	-
TOTAL OTHER EXPENSES		96,585	81,279	83,284	85,600	52,823	73,695	68,600
<u>CAPITAL OUTLAY</u>								
5050-010-730	Other Mach/Equipm (over \$1,000)	4,240	9,567	-	-	-	-	-
TOTAL CAPITAL OUTLAY		4,240	9,567	-	-	-	-	-
TOTAL VETERAN'S PARK		<u>207,261</u>	<u>203,807</u>	<u>210,298</u>	<u>213,820</u>	<u>118,336</u>	<u>183,087</u>	<u>68,600</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
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<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 ACTUAL</u>	<u>FY 2022/23 ACTUAL</u>	<u>FY 2023/24 BUDGET</u>	<u>Y-T-D 31-Dec-23</u>	<u>PROJECTED 30-Jun-24</u>	<u>PROPOSED FY 2024/25 BUDGET</u>
<u>ZALUD PARK</u>								
<u>PERSONNEL SERVICES</u>								
5050-011-010	Salaries, Regular	46,525	52,916	59,292	59,778	31,268	60,025	-
5050-011-020	Salaries, Part-time	10,772	11,522	13,942	14,000	6,588	8,003	-
5050-011-030	Salaries, Overtime	178	684	322	425	-	100	-
5050-011-090	Benefits	32,008	37,499	42,391	41,586	21,083	44,025	-
TOTAL PERSONNEL SERVICES		89,483	102,620	115,946	115,789	58,939	112,153	-
<u>OTHER EXPENSES</u>								
5050-011-120	Building/Grounds Maint	11,271	14,428	18,138	18,500	7,514	13,905	-
5050-011-230	Professional/Temp Services	3,500	-	225	500	-	-	500
5050-011-260	Rent of Property & Equipment	597	414	-	-	-	-	-
5050-011-350	Tools/Equipment (under \$1000)	-	-	1,939	2,000	93	942	-
5050-011-420	Utilities	34,181	35,418	38,611	39,000	22,809	35,265	38,480
5050-011-430	Uniform Allowance	-	-	76	100	57	100	-
5050-011-660	Other Expense	24	171	9	100	-	-	-
TOTAL OTHER EXPENSES		49,572	50,431	58,998	60,200	30,472	50,212	38,980
<u>CAPITAL OUTLAY</u>								
5050-011-730	Other Mach/Equip (over \$1,000)	3,280	10,021	-	-	(345)	(345)	-
TOTAL CAPITAL OUTLAY		3,280	10,021	-	-	(345)	(345)	-
TOTAL ZALUD PARK		<u>142,336</u>	<u>163,072</u>	<u>174,944</u>	<u>175,989</u>	<u>89,066</u>	<u>162,020</u>	<u>38,980</u>

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BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
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<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 ACTUAL</u>	<u>FY 2022/23 ACTUAL</u>	<u>FY 2023/24 BUDGET</u>	<u>Y-T-D 31-Dec-23</u>	<u>PROJECTED 30-Jun-24</u>	<u>PROPOSED FY 2024/25 BUDGET</u>
<u>MAIN STREET</u>								
<u>PERSONNEL SERVICES</u>								
5050-012-010	Salaries, Regular	-	-	544	500	410	525	800
5050-012-030	Overtime	77	-	48	-	-	-	-
5050-012-090	Benefits	39	-	393	350	257	425	470
TOTAL PERSONNEL SERVICES		115	-	986	850	667	950	1,270
<u>OTHER EXPENSES</u>								
5050-012-120	Building/Grounds Maint	6,673	3,507	906	2,200	14	50	1,500
5050-012-230	Professional/Temp Service	22,264	21,148	21,980	22,500	8,889	21,331	23,000
5050-012-420	Utilities	4,915	4,492	3,874	5,000	1,662	3,671	4,600
5050-012-660	Other Expense	-	-	-	-	-	-	-
TOTAL OTHER EXPENSES		33,852	29,147	26,760	29,700	10,565	25,052	29,100
TOTAL MAIN STREET		<u>33,967</u>	<u>29,147</u>	<u>27,745</u>	<u>30,550</u>	<u>11,232</u>	<u>26,002</u>	<u>30,370</u>

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<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 ACTUAL</u>	<u>FY 2022/23 ACTUAL</u>	<u>FY 2023/24 BUDGET</u>	<u>Y-T-D 31-Dec-23</u>	<u>PROJECTED 30-Jun-24</u>	<u>PROPOSED FY 2024/25 BUDGET</u>
<u>HAYES FIELD</u>								
<u>PERSONNEL SERVICES</u>								
5050-013-010	Salaries, Regular	7,583	7,725	7,595	8,000	4,105	7,611	-
5050-013-030	Salaries, Overtime	77	-	-	-	-	-	-
5050-013-090	Benefits	4,569	4,795	4,913	5,000	2,517	5,341	-
TOTAL PERSONNEL SERVICES		12,229	12,520	12,509	13,000	6,622	12,952	-
<u>OTHER EXPENSES</u>								
5050-013-120	Building/Grounds Maint	1,134	4,941	6,301	6,000	50	75	-
5050-013-420	Utilities	19,077	30,029	22,349	23,000	8,690	18,525	23,000
TOTAL OTHER EXPENSES		20,210	34,970	28,650	29,000	8,740	18,600	23,000
TOTAL HAYES FIELD		<u>32,439</u>	<u>47,489</u>	<u>41,159</u>	<u>42,000</u>	<u>15,362</u>	<u>31,552</u>	<u>23,000</u>

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PARKS
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<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 ACTUAL</u>	<u>FY 2022/23 ACTUAL</u>	<u>FY 2023/24 BUDGET</u>	<u>Y-T-D 31-Dec-23</u>	<u>PROJECTED 30-Jun-24</u>	<u>PROPOSED FY 2024/25 BUDGET</u>
<u>WEED ABATEMENT</u>								
<u>PERSONNEL SERVICES</u>								
5050-020-010	Salaries, Regular	20,290	42,463	76,154	98,148	26,176	45,604	48,050
5050-020-020	Salaries, Part-time	33,976	37,838	75,666	75,000	57,102	118,957	136,000
5050-020-030	Salaries, Overtime	-	-	163	-	-	75	-
5050-020-090	Benefits	16,298	35,829	59,279	74,430	24,565	49,027	40,169
TOTAL PERSONNEL SERVICES		70,564	116,130	211,263	247,578	107,843	213,663	224,219
<u>OTHER EXPENSES</u>								
5050-020-110	Vehicle Maintenance	6,640	19,736	42,337	40,000	27,531	49,206	52,000
5050-020-120	Building/Grounds Maint	2,170	9,778	9,326	9,000	1,832	8,638	10,200
5050-020-190	Other Equipment Maint	550	2,583	4,167	4,000	2,032	3,587	4,000
5050-020-230	Professional/Temp Service	-	66	559	-	2,556	7,147	6,700
5050-020-350	Tools/Equipment	3,203	1,831	2,849	3,000	1,421	1,975	3,000
5050-020-420	Utilities	149	456	461	500	370	902	870
5050-020-430	Uniform Allowance	59	116	305	300	569	768	725
5050-020-660	Other Expenses	516	51	244	500	160	1,683	500
TOTAL OTHER EXPENSES		13,288	34,618	60,249	57,300	36,471	73,906	77,995
<u>CAPITAL OUTLAY</u>								
5050-020-720	Automotive Equipment	-	35,881	-	-	-	-	-
5050-020-730	Other Mach/Equip (over \$1,000)	110,046	-	87,590	-	-	-	-
TOTAL CAPITAL OUTLAY		110,046	35,881	87,590	-	-	-	-
TOTAL WEED ABATEMENT		<u>193,898</u>	<u>186,630</u>	<u>359,102</u>	<u>304,878</u>	<u>144,314</u>	<u>287,569</u>	<u>302,214</u>

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<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 ACTUAL</u>	<u>FY 2022/23 ACTUAL</u>	<u>FY 2023/24 BUDGET</u>	<u>Y-T-D 31-Dec-23</u>	<u>PROJECTED 30-Jun-24</u>	<u>PROPOSED FY 2024/25 BUDGET</u>
<u>STREET TREES/PARKWAYS</u>								
<u>PERSONNEL SERVICES</u>								
5050-025-010	Salaries, Regular	-	-	347	1,000	2,744	6,092	29,450
5050-025-020	Salaries, Part-time	70	-	-	-	-	-	-
5050-025-030	Salaries, Overtime	77	1,209	308	1,558	196	370	450
5050-025-090	Benefits	70	654	390	1,150	1,778	4,827	21,600
TOTAL PERSONNEL SERVICES		217	1,862	1,046	3,708	4,718	11,289	51,500
<u>OTHER EXPENSES</u>								
5050-025-110	Vehicle Maintenance	55,480	45,948	64,649	65,000	30,376	65,444	70,720
5050-025-120	Building/Grounds Maint	374	5,285	243	2,500	670	748	4,000
5050-025-190	Other Equipment Maint	11,700	9,964	15,344	15,000	8,109	14,933	18,720
5050-025-230	Professional/Temp Service	20	4,500	-	30,390	-	2,500	15,000
5050-025-350	Tools/Equipment under \$1000	804	-	974	1,000	-	95	2,360
5050-025-430	Uniform Allowance	230	234	226	288	97	306	-
TOTAL OTHER EXPENSES		68,609	65,932	81,436	114,178	39,252	84,026	110,800
TOTAL STREET TREES/PARKWAYS		<u>68,826</u>	<u>67,794</u>	<u>82,482</u>	<u>117,886</u>	<u>43,970</u>	<u>95,315</u>	<u>162,300</u>

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<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 ACTUAL</u>	<u>FY 2022/23 ACTUAL</u>	<u>FY 2023/24 BUDGET</u>	<u>Y-T-D 31-Dec-23</u>	<u>PROJECTED 30-Jun-24</u>	<u>PROPOSED FY 2024/25 BUDGET</u>
<u>BARN THEATRE</u>								
<u>PERSONNEL SERVICES</u>								
5050-031-010	Salaries, Regular	3,867	3,436	3,483	4,000	2,370	3,980	4,000
5050-031-090	Benefits	2,285	2,136	2,311	2,500	1,510	2,848	2,900
TOTAL PERSONNEL SERVICES		6,152	5,571	5,794	6,500	3,880	6,828	6,900
<u>OTHER EXPENSES</u>								
5050-031-120	Building/Grounds Maint	40	-	15	400	-	-	-
5050-031-230	Professional/Temp Service	-	-	-	550	-	-	-
5050-031-420	Utilities	2,668	2,422	1,967	2,500	1,533	2,151	2,500
TOTAL OTHER EXPENSES		2,708	2,422	1,983	3,450	1,533	2,151	2,500
TOTAL BARN THEATRE		<u>8,859</u>	<u>7,993</u>	<u>7,777</u>	<u>9,950</u>	<u>5,413</u>	<u>8,979</u>	<u>9,400</u>

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<u>MEDIANS</u>								
<u>PERSONNEL SERVICES</u>								
5050-034-010	Salaries, Regular	32,253	32,148	36,370	40,234	8,303	25,106	-
5050-034-020	Salaries, Part-time	-	-	-	-	-	-	-
5050-034-030	Salaries, Overtime	154	78	646	551	-	-	-
5050-034-090	Benefits	22,665	23,577	26,736	30,183	5,251	21,292	-
TOTAL PERSONNEL SERVICES		55,072	55,803	63,751	70,968	13,553	46,398	-
<u>OTHER EXPENSES</u>								
5050-034-110	Vehicle Maintenance	-	-	595	600	-	-	-
5050-034-120	Building/Grounds Maint	2,786	4,715	7,154	7,000	1,600	2,643	-
5050-034-190	Other Equipment Maintenance	90	505	120	200	735	1,821	-
5050-034-230	Professional/Temp Service	3,192	2,851	3,053	3,638	1,230	2,952	3,175
5050-034-340	Maint and Repair Material	163	-	-	-	-	-	-
5050-034-350	Tools/Equipment (under \$1000)	2,538	5,640	817	1,500	859	1,129	-
5050-034-420	Utilities	24,980	27,529	27,731	28,000	9,597	22,388	29,120
TOTAL OTHER EXPENSES		33,749	41,240	39,470	40,938	14,022	30,933	32,295
TOTAL MEDIANS		<u>88,821</u>	<u>97,043</u>	<u>103,221</u>	<u>111,906</u>	<u>27,575</u>	<u>77,331</u>	<u>32,295</u>

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ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>MONUMENT MEDIAN</u>								
<u>PERSONNEL SERVICES</u>								
5050-035-010	Salaries, Regular	-	1,982	6,002	6,000	28	75	-
5050-035-090	Benefits	-	1,078	3,411	3,900	18	40	-
TOTAL PERSONNEL SERVICES		-	3,060	9,413	9,900	47	115	-
<u>OTHER EXPENSES</u>								
5050-035-120	Building/Grounds Maint	11	-	-	-	-	-	-
TOTAL OTHER EXPENSES		11	-	-	-	-	-	-
TOTAL MEDIANS		<u>11</u>	<u>3,060</u>	<u>9,413</u>	<u>9,900</u>	<u>47</u>	<u>115</u>	<u>-</u>

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ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
SPORTS COMPLEX								
PERSONNEL SERVICES								
5050-036-010	Salaries, Regular	73,257	81,565	74,888	85,496	27,964	65,897	-
5050-036-020	Salaries, Part-time	14,008	11,830	13,160	14,000	5,146	5,601	-
5050-036-030	Salaries, Overtime	204	139	484	300	76	100	-
5050-036-090	Benefits	49,737	56,831	52,956	61,160	18,740	50,423	-
TOTAL PERSONNEL SERVICES		137,206	150,365	141,488	160,956	51,926	122,021	-
OTHER EXPENSES								
5050-036-110	Vehicle Maintenance	20,770	23,996	22,074	22,500	20,910	37,271	-
5050-036-120	Building/Grounds Maint	18,392	16,377	25,492	18,000	16,877	24,996	-
5050-036-130	Turf Maintenance	2,410	-	183	10,744	550	650	10,000
5050-036-190	Other Equipment Maintenance	2,623	2,272	3,795	3,800	1,339	4,016	-
5050-036-230	Professional/Temp Services	3,234	2,335	2,890	2,892	1,645	2,535	2,800
5050-036-260	Rent of Property and Equipment	665	-	570	1,798	-	5,557	-
5050-036-350	Tools/Equipment (under \$1,000)	2,836	443	267	2,000	723	1,101	-
5050-036-420	Utilities	128,544	117,814	127,624	135,213	73,297	101,587	175,400
5050-036-430	Uniform Allowance	419	455	521	500	239	518	-
5050-036-660	Other Expenses	-	-	9	100	-	-	-
TOTAL OTHER EXPENSES		179,893	163,691	183,426	197,547	115,580	178,231	188,200
TOTAL SPORTS COMPLEX		317,099	314,055	324,914	358,503	167,506	300,252	188,200

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2024/25

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>CITY HALL</u>								
<u>PERSONNEL SERVICES</u>								
5050-040-010	Salaries, Regular	33,073	32,836	31,496	36,822	9,038	26,985	32,354
5050-040-030	Salaries, Overtime	1,325	628	693	500	38	76	400
5050-040-090	Benefits	21,539	22,450	23,022	27,179	5,092	20,221	27,429
TOTAL PERSONNEL SERVICES		55,937	55,913	55,211	64,501	14,168	47,282	60,183
<u>OTHER EXPENSES</u>								
5050-040-120	Building/Grounds Maint	55,778	16,603	53,440	55,000	28,639	46,187	52,000
5050-040-190	Other Equipment Maint	2,194	2,538	3,139	3,000	3,611	6,168	3,000
5050-040-230	Professional/Temp Service	10,552	9,829	9,032	9,000	4,034	9,041	10,500
5050-040-350	Tools/Equipment	764	570	721	1,000	708	800	850
5050-040-420	Utilites	334	912	1,064	1,100	446	912	1,000
5050-040-660	Other Expenses	13	13	-	-	-	-	-
TOTAL OTHER EXPENSES		69,636	30,465	67,397	69,100	37,438	63,108	67,350
<u>CAPITAL OUTLAY</u>								
5050-040-730	Other Mach/Equipm (over \$1,000)	4,836	-	-	-	-	4,900	-
TOTAL CAPITAL OUTLAY		4,836	-	-	-	-	4,900	-
TOTAL CITY HALL		<u>130,409</u>	<u>86,379</u>	<u>122,609</u>	<u>133,601</u>	<u>51,606</u>	<u>115,290</u>	<u>127,533</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2024/25

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>RAILS TO TRAILS</u>								
<u>PERSONNEL SERVICES</u>								
5050-041-010	Salaries, Regular	8,626	9,136	7,927	9,500	3,436	6,403	8,000
5050-041-030	Overtime	77	-	-	-		-	-
5050-041-090	Benefits	5,133	5,715	5,060	6,000	2,285	4,901	5,300
TOTAL PERSONNEL SERVICES		13,836	14,851	12,987	15,500	5,721	11,304	13,300
<u>OTHER EXPENSES</u>								
5050-041-120	Building/Grounds Maint	7,373	3,143	10,538	10,602	79	330	5,000
5050-041-420	Utilities	4,671	2,662	2,576	2,700	956	2,553	2,808
5050-041-610	Weed Abatement	-	-	-	-	-	-	-
TOTAL OTHER EXPENSES		12,044	5,804	13,114	13,302	1,035	2,883	7,808
TOTAL RAILS TO TRAILS		<u>25,880</u>	<u>20,656</u>	<u>26,101</u>	<u>28,802</u>	<u>6,756</u>	<u>14,187</u>	<u>21,108</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2024/25

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 ACTUAL</u>	<u>FY 2022/23 ACTUAL</u>	<u>FY 2023/24 BUDGET</u>	<u>Y-T-D 31-Dec-23</u>	<u>PROJECTED 30-Jun-24</u>	<u>PROPOSED FY 2024/25 BUDGET</u>
<u>BURTON BALLFIELD</u>								
<u>PERSONNEL SERVICES</u>								
5050-062-020	Salaries, Part-time	-	648	54	600	192	448	-
5050-062-030	Salaries, Overtime	-	78	-	-	-	-	-
5050-062-090	Benefits	-	49	1	48	4	9	-
TOTAL PERSONNEL SERVICES		-	776	55	648	196	457	-
<u>OTHER EXPENSES</u>								
5050-062-120	Building/Grounds Maint	-	1,087	572	600	-	1,352	-
5050-062-420	Utilities	-	-	-	-	-	4,079	10,500
TOTAL OTHER EXPENSES		-	1,087	572	600	-	5,431	10,500
TOTAL BURTON BALLFIELD		<u>-</u>	<u>1,863</u>	<u>627</u>	<u>1,248</u>	<u>196</u>	<u>5,888</u>	<u>10,500</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2024/25

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
OHV PARK								
<u>PERSONNEL SERVICES</u>								
5050-065-010	Salaries, Regular	-	-	-	-	102	102	-
5050-065-090	Benefits	-	-	-	-	58	58	-
TOTAL PERSONNEL SERVICES		-	-	-	-	160	160	-
<u>OTHER EXPENSES</u>								
5050-065-110	Vehicle Maintenance	19,369	31,369	45,336	4,000	20,624	24,377	-
5050-065-120	Building/Grounds Maint	11,101	16,645	15,933	1,000	159	159	-
5050-065-190	Other Equipment Maint	926	-	1,615	3,000	-	-	-
5050-065-230	Professional/Temp Service	67,610	47,860	42,360	-	90	450	-
5050-065-260	Rent of Property & Equipmt	19,950	1,100	1,419	-	4,954	4,954	-
5050-065-350	Tools/Equipment (under \$1,000)	-	-	608	4,000	-	-	-
5050-065-420	Utilities	26,758	24,995	21,277	-	6,888	9,984	-
5050-065-560	Insurance Premium	12,435	11,655	12,093	-	-	-	-
5050-065-660	Other Expense	93	175	-	-	-	-	-
TOTAL OTHER EXPENSES		158,242	133,799	140,642	12,000	32,715	39,924	-
<u>CAPITAL OUTLAY</u>								
5050-065-720	Automobile Equipment (over \$1,000)	-	84,150	-	-	-	-	-
5050-065-730	Other Mach/Equip (over \$1,000)	75,001	-	-	-	-	-	-
TOTAL CAPITAL OUTLAY		75,001	84,150	-	-	-	-	-
TOTAL OHV PARK		<u>233,243</u>	<u>217,949</u>	<u>140,642</u>	<u>12,000</u>	<u>32,874</u>	<u>40,084</u>	<u>-</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2024/25

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 ACTUAL</u>	<u>FY 2022/23 ACTUAL</u>	<u>FY 2023/24 BUDGET</u>	<u>Y-T-D 31-Dec-23</u>	<u>PROJECTED 30-Jun-24</u>	<u>PROPOSED FY 2024/25 BUDGET</u>
<u>TULE RIVER PARKWAY</u>								
<u>PERSONNEL SERVICES</u>								
5050-085-010	Salaries, Regular	10,187	11,516	6,975	10,000	7,616	18,719	17,000
5050-085-090	Benefits	5,945	7,276	4,721	6,500	4,698	13,723	11,200
TOTAL PERSONNEL SERVICES		16,132	18,791	11,695	16,500	12,314	32,442	28,200
<u>OTHER EXPENSES</u>								
5050-085-120	Building/Grounds Maint	5,661	12,570	8,526	10,085	4,307	7,471	8,500
5050-085-260	Rent of Property & Equipment	-	-	176	200	97	243	200
5050-085-340	Maint and Repair Material	116	-	-	100	-	-	-
5050-085-350	Tools/Equipment (under \$1,000)	148	190	49	100	482	632	300
5050-085-420	Utilities	6,700	6,224	8,854	9,000	2,204	5,579	9,000
TOTAL OTHER EXPENSES		12,625	18,984	17,605	19,485	7,090	13,925	18,000
TOTAL TULE RIVER PARKWAY		<u>28,757</u>	<u>37,775</u>	<u>29,301</u>	<u>35,985</u>	<u>19,404</u>	<u>46,367</u>	<u>46,200</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2024/25

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
FALLEN HEROES PARK								
PERSONNEL SERVICES								
5050-090-010	Salaries, Regular	22,245	18,880	24,716	25,000	13,014	27,012	-
5050-090-020	Salaries, Part-time	-	-	1,349	1,050	2,077	2,804	-
5050-090-030	Salaries, Overtime	231	78	232	350	76	76	-
5050-090-090	Benefits	13,433	12,019	17,274	17,450	9,145	21,222	-
TOTAL PERSONNEL SERVICES		35,908	30,977	43,570	43,850	24,312	51,114	-
OTHER EXPENSES								
5050-090-120	Building/Grounds Maintenance	6,939	11,913	12,082	12,500	6,954	12,964	-
5050-090-230	Professional/Temp Service	-	-	2,000	-	-	-	-
5050-090-350	Tools/Equipment (under \$1000)	-	-	177	200	66	200	-
5050-090-420	Utilities	12,222	14,148	11,442	15,240	11,659	16,058	17,000
5050-090-430	Uniform Allowance	-	-	76	100	57	100	-
5050-090-660	Other Expenses	-	-	9	100	-	33	-
TOTAL OTHER EXPENSES		19,160	26,061	25,786	28,140	18,735	29,355	17,000
CAPITAL OUTLAY								
5050-090-730	Other Mach/Equip (over \$1,000)	-	-	2,679	-	-	2,049	-
TOTAL CAPITAL OUTLAY		-	-	2,679	-	-	2,049	-
TOTAL FALLEN HEROES PARK		55,068	57,038	72,035	71,990	43,048	80,469	17,000

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2024/25

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 ACTUAL</u>	<u>FY 2022/23 ACTUAL</u>	<u>FY 2023/24 BUDGET</u>	<u>Y-T-D 31-Dec-23</u>	<u>PROJECTED 30-Jun-24</u>	<u>PROPOSED FY 2024/25 BUDGET</u>
<u>CENTENNIAL PLAZA</u>								
<u>PERSONNEL SERVICES</u>								
5050-091-010	Salaries, Regular	6,167	11,331	11,656	11,500	8,719	17,885	18,500
5050-091-030	Salaries, Overtime	58	340	-	-	-	-	-
5050-091-090	Benefits	3,671	7,550	8,145	8,550	6,124	14,372	13,000
TOTAL PERSONNEL SERVICES		9,896	19,222	19,800	20,050	14,843	32,257	31,500
<u>OTHER EXPENSES</u>								
5050-091-120	Building/Grounds Maintenance	1,464	9,083	11,730	12,000	7,294	10,939	11,650
5050-091-190	Other Equipment Maintenance	32	939	127	-	249	300	300
5050-091-230	Professional/Temporary Service	3,082	3,201	45,149	45,000	2,632	10,054	7,000
5050-091-260	Rent of Property & Equipment	-	-	-	-	-	-	-
5050-091-420	Utilities	12,686	15,332	12,840	13,554	5,247	13,958	13,550
5050-091-430	Uniform Allowance	-	-	76	100	-	-	-
5050-091-660	Other Expenses	-	-	-	-	48	48	-
TOTAL OTHER EXPENSES		17,265	28,554	69,922	70,654	15,469	35,299	32,500
TOTAL CENTENNIAL PLAZA		<u>27,160</u>	<u>47,777</u>	<u>89,722</u>	<u>90,704</u>	<u>30,311</u>	<u>67,556</u>	<u>64,000</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2024/25

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 ACTUAL</u>	<u>FY 2022/23 ACTUAL</u>	<u>FY 2023/24 BUDGET</u>	<u>Y-T-D 31-Dec-23</u>	<u>PROJECTED 30-Jun-24</u>	<u>PROPOSED FY 2024/25 BUDGET</u>
<u>SANTA FE DEPOT</u>								
<u>PERSONNEL SERVICES</u>								
5050-092-010	Salaries, Regular	4,000	4,621	5,130	5,600	2,979	5,699	6,000
5050-092-020	Salaries, Part-time	3,988	147	111	500	64	160	250
5050-092-090	Benefits	2,542	2,942	3,450	3,500	2,012	4,280	4,260
TOTAL PERSONNEL SERVICES		10,529	7,710	8,691	9,600	5,055	10,139	10,510
<u>OTHER EXPENSES</u>								
5050-092-120	Building/Grounds Maintenance	-	87	793	1,000	-	-	500
5050-092-420	Utilities	2,791	(1,363)	-	-	-	-	-
TOTAL OTHER EXPENSES		2,791	(1,275)	793	1,000	-	-	500
TOTAL SANTA FE DEPOT		<u>13,320</u>	<u>6,434</u>	<u>9,484</u>	<u>10,600</u>	<u>5,055</u>	<u>10,139</u>	<u>11,010</u>

LEISURE SERVICES

ANNUAL BUDGET



FY 2024/2025

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
LEISURE ACTIVITIES
FISCAL YEAR 2024/25

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
LEISURE SERVICES								
PERSONNEL SERVICES								
5050-050-010	Salaries, Regular	228,060	207,994	233,640	256,474	109,681	216,696	256,288
5050-050-020	Salaries, Part-time	-	140	180	200	450	450	400
5050-050-090	Benefits	117,470	114,456	128,839	142,673	56,830	133,981	148,742
TOTAL PERSONNEL SERVICES		345,530	322,590	362,659	399,347	166,961	351,127	405,430
OTHER EXPENSES								
5050-050-110	Vehicle Maintenance	18,340	14,637	2,739	11,200	3,917	7,244	9,000
5050-050-120	Building/Grounds Maint	104	361	122	200	-	-	100
5050-050-140	Computer Equipment Maint	4,143	4,343	5,687	6,690	1,147	5,659	6,800
5050-050-190	Other Equipment Maint	8,404	10,954	11,819	12,000	5,630	11,173	12,000
5050-050-210	Advertising	443	245	75	500	494	594	600
5050-050-220	Printing/Copying	137	85	90	250	301	301	250
5050-050-230	Professional/Temp Services	6,153	4,029	1,090	2,000	294	530	1,500
5050-050-260	Rent of Property & Equipmt	1,716	310	464	1,000	-	-	800
5050-050-320	Office/Computer Supplies	2,712	2,571	2,187	2,500	1,010	2,046	2,500
5050-050-350	Tools/Equipment (under \$1,000)	-	2,696	905	1,000	-	1,812	1,000
5050-050-420	Utilities	1,517	1,388	1,887	2,000	1,874	3,045	3,250
5050-050-450	Publication and Dues	1,141	2,034	1,221	1,500	602	3,049	3,000
5050-050-460	Postage	429	170	191	500	59	131	300
5050-050-660	Other Expense	42	468	200	250	882	1,190	590
TOTAL OTHER EXPENSES		45,280	44,291	28,678	41,590	16,210	36,774	41,690
CAPITAL OUTLAY								
5050-050-740	Computer Equipment (over \$1000)			1,132	-	-	-	-
TOTAL CAPITAL OUTLAY		-	-	1,132	-	-	-	-
TOTAL LEISURE SERVICES		390,810	366,882	392,469	440,937	183,171	387,901	447,120

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
LEISURE ACTIVITIES
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>LEISURE SVCS SPEC PROGS</u>								
<u>PERSONNEL SERVICES</u>								
5050-055-010	Salaries, Regular	111,672	102,083	102,536	140,113	68,515	144,215	161,255
5050-055-020	Salaries, Part-time	13,504	18,454	38,711	40,000	24,295	42,065	45,000
5050-055-090	Benefits	69,669	68,265	72,257	96,354	48,128	113,072	112,438
TOTAL PERSONNEL SERVICES		194,845	188,802	213,504	276,467	140,938	299,352	318,693
<u>OTHER EXPENSES</u>								
5050-055-120	Building/Grounds Maintenance	-	185	22	100	-	12	-
5050-055-140	Computer Equipment Maint	3,477	3,212	3,373	4,485	-	3,541	4,000
5050-055-190	Other Equipment Maint	-	316	1,861	2,000	599	1,216	1,400
5050-055-210	Advertising	49	-	580	1,000	390	390	400
5050-055-220	Printing/Copying	24	279	757	800	-	100	400
5050-055-230	Professional/Temp Service	1,081	5,136	19,369	20,000	11,087	18,028	20,000
5050-055-260	Rent of Property & Equipmt	1,418	2,145	10,310	10,500	600	900	10,500
5050-055-320	Office/Computer Supplies	-	255	386	150	-	-	-
5050-055-350	Tools/Equipment (under \$1000)	6,101	17,803	14,574	18,000	8,236	12,067	15,000
5050-055-410	Meeting Expense	65	-	-	400	80	143	200
5050-055-420	Utilities	-	295	-	-	-	-	-
5050-055-430	Uniform Allowance	5,600	34,928	50,483	50,000	32,280	55,678	52,000
5050-055-440	Training Expense	-	-	469	1,000	45	1,060	1,000
5050-055-460	Postage	-	16	76	100	97	120	100
5050-055-490	Consumables	14	2,095	2,995	3,500	858	2,023	3,000
5050-055-660	Other Expense	9,652	14,652	21,040	23,000	16,755	23,024	28,000
TOTAL OTHER EXPENSES		27,481	81,317	126,296	135,035	71,027	118,302	136,000
TOTAL LEISURE SVCS SPEC PROGS		<u>222,326</u>	<u>270,118</u>	<u>339,800</u>	<u>411,502</u>	<u>211,964</u>	<u>417,654</u>	<u>454,693</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
LEISURE ACTIVITIES
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>REC AFTERSCHOOL PROG-RAP</u>								
<u>PERSONNEL SERVICES</u>								
5050-056-010	Salaries, Regular	1,114	9,694	15,322	-	-	-	-
5050-056-020	Salaries, Part-time	129	106,187	124,508	-	691	691	-
5050-056-090	Benefits	771	10,124	15,849	-	207	207	-
TOTAL PERSONNEL SERVICES		2,014	126,004	155,679	-	898	898	-
<u>OTHER EXPENSES</u>								
5050-056-220	Printing/Copying	13	79	-	-	-	-	-
5050-056-230	Professional/Temp Service	32	178	257	-	9	9	-
5050-056-320	Office/Computer Supplies	-	744	1,346	-	-	-	-
5050-056-410	Meeting Expense	-	60	-	-	-	-	-
5050-056-420	Utilities	-	1,464	1,781	-	10	10	-
5050-056-430	Uniform Allowance	-	-	608	-	-	-	-
5050-056-440	Training Expense	-	322	45	-	-	-	-
5050-056-490	Consumables	-	4,490	5,500	-	-	-	-
5050-056-660	Other Expense	1,963	1,572	216	-	-	-	-
TOTAL OTHER EXPENSES		2,009	8,909	9,753	-	19	19	-
TOTAL REC AFTERSCHOOL PROG-RAP		<u>4,022</u>	<u>134,913</u>	<u>165,432</u>	<u>-</u>	<u>917</u>	<u>917</u>	<u>-</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
LEISURE ACTIVITIES
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>ADVENTURE DAY CAMP</u>								
<u>PERSONNEL SERVICES</u>								
5050-059-010	Salaries, Regular	1,715	-	1,299	2,000	1,561	1,561	2,000
5050-059-020	Salaries, Part-time	10,655	45	9,978	12,500	7,505	7,505	8,000
5050-059-090	Benefits	1,726	1	1,084	1,700	1,149	1,149	1,200
TOTAL PERSONNEL SERVICES		14,096	46	12,362	16,200	10,215	10,215	11,200
<u>OTHER EXPENSES</u>								
5050-059-220	Printing/Copying	5	-	-	-	-	-	-
5050-059-230	Professional/Temp Service	275	32	-	500	-	-	675
5050-059-260	Rent of Property & Equipment	-	-	-	500	-	-	750
5050-059-430	Uniform Allowance	-	-	-	100	-	-	150
5050-059-660	Other Expense	450	44	460	1,175	148	148	700
TOTAL OTHER EXPENSES		729	76	460	2,275	148	148	2,275
TOTAL ADVENTURE DAY CAMP		<u>14,825</u>	<u>122</u>	<u>12,822</u>	<u>18,475</u>	<u>10,363</u>	<u>10,363</u>	<u>13,475</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
LEISURE ACTIVITIES
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>Y.E.S. GRANT-ELEMENTARY</u>								
<u>PERSONNEL SERVICES</u>								
5050-063-010	Salaries, Regular	68,055	60,201	57,687	8,835	12,127	12,127	-
5050-063-020	Salaries, Part-time	1,317,905	1,367,177	1,403,870	-	62,362	62,362	-
5050-063-090	Benefits	143,016	129,159	118,148	5,809	11,702	11,702	-
TOTAL PERSONNEL SERVICES		1,528,976	1,556,537	1,579,705	14,644	86,192	86,191	-
<u>OTHER EXPENSES</u>								
5050-063-220	Printing/Copying	184	53	-	-	-	-	-
5050-063-230	Professional/Temp Service	2,101	4,201	3,195	-	63	63	-
5050-063-660	Other Expense	223	105	127	-	-	-	-
TOTAL OTHER EXPENSES		2,509	4,359	3,322	-	63	63	-
TOTAL Y.E.S. GRANT-ELEMENTARY		<u>1,531,485</u>	<u>1,560,896</u>	<u>1,583,027</u>	<u>14,644</u>	<u>86,255</u>	<u>86,254</u>	<u>-</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
LEISURE ACTIVITIES
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>Y.E.S. GRANT-JR HIGH</u>								
<u>PERSONNEL SERVICES</u>								
5050-064-010	Salaries, Regular	16,329	15,371	21,014	2,847	3,287	3,287	-
5050-064-020	Salaries, Part-time	203,597	249,192	274,133	-	24,594	24,594	-
5050-064-090	Benefits	17,615	19,638	25,126	1,868	3,080	3,080	-
TOTAL PERSONNEL SERVICES		237,541	284,202	320,272	4,715	30,960	30,961	-
<u>OTHER EXPENSES</u>								
5050-064-230	Professional/Temp Service	394	119	38	-	11	11	-
5050-064-660	Other Expense	-	96	14	-	-	-	-
TOTAL OTHER EXPENSES		394	215	52	-	11	11	-
TOTAL Y.E.S. GRANT-JR HIGH		<u>237,935</u>	<u>284,417</u>	<u>320,324</u>	<u>4,715</u>	<u>30,971</u>	<u>30,972</u>	<u>-</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
LEISURE ACTIVITIES
FISCAL YEAR 2024/25

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>TINY TOTS</u>								
<u>PERSONNEL SERVICES</u>								
5050-068-020	Salaries, Part-time	-	224	-	-	-	-	-
5050-068-090	Benefits	62	140	-	-	-	-	-
TOTAL PERSONNEL SERVICES		62	364	-	-	-	-	-
<u>OTHER EXPENSES</u>								
5050-068-660	Other Expense	1	31	-	-	-	-	-
TOTAL OTHER EXPENSES		1	31	-	-	-	-	-
TOTAL TINY TOTS		<u>62</u>	<u>396</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

SWIMMING POOL

ANNUAL BUDGET



FY 2024/2025

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
SWIMMING POOL
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>SWIMMING POOL</u>								
<u>PERSONNEL SERVICES</u>								
5050-060-010	Salaries, Regular	-	1,342	596	1,000	762	1,452	1,700
5050-060-020	Salaries, Part-time	86,226	103,299	133,129	135,000	83,203	134,819	140,000
5050-060-030	Salaries, Overtime	1,015	2,671	1,443	2,000	740	740	1,500
5050-060-090	Benefits	3,846	5,359	5,886	6,000	3,967	6,434	6,100
TOTAL PERSONNEL SERVICES		91,086	112,670	141,054	144,000	88,673	143,445	149,300
<u>OTHER EXPENSES</u>								
5050-060-120	Building/Grounds Maint	38,164	33,940	64,491	65,000	24,539	62,750	64,000
5050-060-190	Other Equipment Maint	45	6,784	2,539	2,500	5,047	5,100	4,000
5050-060-220	Printing/Copying	52	6	-	50	-	-	-
5050-060-230	Professional/Temp Service	1,771	3,095	2,014	2,000	473	1,638	2,000
5050-060-260	Rent of Property & Equipmt	120	-	-	-	-	-	-
5050-060-350	Tools/Equipment (under \$1,000)	975	-	2,288	3,000	1,997	3,187	2,500
5050-060-410	Meeting Expense	-	-	-	-	254	375	300
5050-060-420	Utilities	25,714	27,026	34,986	35,000	14,488	37,526	35,000
5050-060-430	Uniform Allowance	505	721	1,210	1,500	-	1,184	1,500
5050-060-490	Pool Concessions	-	-	164	200	-	-	200
5050-060-520	Insurance, Liability	2,700	2,700	2,700	3,782	1,892	3,782	3,782
5050-060-660	Other Expense	277	2,052	1,661	1,800	200	1,600	1,550
TOTAL OTHER EXPENSES		70,323	76,324	112,053	114,832	48,891	117,142	114,832
<u>CAPITAL OUTLAY</u>								
5050-060-730	Other Mach/Equip (over \$1,000)	6,497	7,917	-	-	3,232	3,232	-
TOTAL CAPITAL OUTLAY		6,497	7,917	-	-	3,232	3,232	-
TOTAL SWIMMING POOL		<u>167,906</u>	<u>196,912</u>	<u>253,107</u>	<u>258,832</u>	<u>140,795</u>	<u>263,819</u>	<u>264,132</u>

LIBRARY

ANNUAL BUDGET



FY 2024/2025

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
LIBRARY
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
LIBRARY								
PERSONNEL SERVICES								
5050-080-010	Salaries, Regular	353,552	317,535	306,800	425,393	164,880	317,545	414,275
5050-080-020	Salaries, Part-time	-	-	-	-	-	-	-
5050-080-030	Salaries, Overtime	-	73	82	-	-	-	-
5050-080-090	Benefits	199,552	191,263	188,934	270,994	96,329	207,529	286,629
TOTAL PERSONNEL SERVICES		553,104	508,871	495,816	696,387	261,209	525,074	700,904
OTHER EXPENSES								
5050-080-120	Building/Grounds Maint	177	776	7,596	7,500	6,350	9,743	9,000
5050-080-140	Computer Maintenance	2,947	744	1,614	1,650	921	1,842	2,000
5050-080-190	Other Equipment Maint	26	-	195	1,000	55	438	250
5050-080-210	Advertising	2,042	6,397	3,290	5,000	-	250	2,500
5050-080-220	Printing/Copying	1,099	932	686	1,500	544	2,204	1,600
5050-080-230	Professional/Temp Service	1,462	1,615	34,844	25,000	9,641	21,721	25,000
5050-080-260	Rent of Property & Equipmt	-	-	-	2,000	-	-	-
5050-080-320	Office/Computer Supplies	2,345	1,221	6,902	4,500	2,742	6,413	3,500
5050-080-330	Janitorial Supplies	-	23	-	1,500	-	-	500
5050-080-350	Tools/Equipment (under \$1000)	556	533	208	1,000	459	3,655	1,000
5050-080-360	Library Books	(19)	3,150	5,603	50,000	7,788	14,503	50,000
5050-080-410	Meeting Expense	-	658	1,582	1,000	909	1,721	1,800
5050-080-420	Utilities	3,824	11,158	17,685	25,000	12,447	24,118	26,500
5050-080-430	Uniform Allowance	-	325	292	500	-	-	500
5050-080-440	Training Expense	-	761	-	2,000	281	1,047	2,000
5050-080-450	Publication and Dues	1,165	701	30,412	30,000	26,470	28,874	33,000
5050-080-460	Postage	147	454	35	100	12	21	100
5050-080-490	Donations	200	-	44	-	-	-	-
5050-080-520	Insurance, Liability	11,500	11,500	11,500	16,108	8,056	16,108	16,108
5050-080-660	Other Expense	151	1,368	1,182	1,700	412	1,189	1,700
TOTAL OTHER EXPENSES		27,621	42,315	123,670	177,058	77,087	133,847	177,058
CAPITAL OUTLAY								
5050-080-730	Other Mach/Equipment (over \$1,000)	44,076	24,686	1,363	-	-	-	-
TOTAL CAPITAL OUTLAY		44,076	24,686	1,363	-	-	-	-
TOTAL LIBRARY		624,800	575,872	620,849	873,445	338,296	658,921	877,962

HOMELESS ENCAMPMENTS

ANNUAL BUDGET



FY 2024/2025

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
HOMELESS ENCAMPMENTS
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>HOMELESS ENCAMPMENTS</u>								
<u>PERSONNEL SERVICES</u>								
5050-096-010	Salaries, Regular	-	-	-	-	-	-	52,860
5050-096-020	Salaries, Part-time	-	-	-	-	-	-	65,280
5050-096-090	Benefits	-	-	-	-	-	-	41,524
TOTAL PERSONNEL SERVICES		-	-	-	-	-	-	159,664
<u>OTHER EXPENSES</u>								
5050-096-110	Vehicle Maintenance	-	-	-	-	-	-	40,000
5050-096-120	Building/Grounds Maint	-	-	-	-	-	-	11,000
5050-096-190	Other Equipment Maint	-	-	-	-	-	-	6,000
5050-096-350	Tool/Equipment (under \$1,000)	-	-	-	-	-	-	3,000
5050-096-430	Uniform Allowance	-	-	-	-	-	-	3,500
5050-096-440	Training Expense	-	-	-	-	-	-	3,000
5050-096-660	Other Expense	-	-	-	-	-	-	1,500
TOTAL OTHER EXPENSES		-	-	-	-	-	-	68,000
<u>CAPITAL OUTLAY</u>								
5050-096-730	Other Mach/Equipment (over \$1000)	-	-	-	-	-	-	77,000
TOTAL CAPITAL OUTLAY		-	-	-	-	-	-	77,000
TOTAL HOMELESS ENCAMPMENTS		<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>304,664</u>

MEASURE H

ANNUAL BUDGET



FY 2024/2025

**CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEET
MEASURE H
FISCAL YEAR 2024/25**

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	2024/25 BUDGET
PUBLIC SAFETY SALES TAX FUND								
004 4210	Transfers from Other Funds	-	-	-	-	-	-	-
004 4220	Transfer to Other Funds	(168,349)	(16,816)	(41,705)	(540,000)	(110,168)	(547,707)	(65,000)
004 4011	Sales Tax - Measure H	4,906,981	5,286,856	5,489,744	5,350,000	1,770,620	5,513,352	5,481,683
004 4516	State Grants	-	-	6,374	-	-	-	-
004 4601	Interest on Investments	11,037	29,771	87,201	60,000	56,970	78,941	80,000
004 4811	Police Services	30,156	3,209	5,618	5,000	1,672	3,345	4,000
004 4812	Police Cost Recoveries	30,105	62,199	67,045	68,000	67,045	67,045	60,000
004 4994	Contributions	-	3,500	2,400	2,500	-	-	-
TOTAL REVENUE		4,978,279	5,385,535	5,658,382	5,485,500	1,896,308	5,662,683	5,625,683

END

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - POLICE DEPARTMENT
MEASURE H
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
POLICE OPERATION								
PERSONNEL SERVICES								
5020-005-010	Salaries, Regular	898,847	843,733	913,489	981,040	456,143	920,200	1,120,928
5020-005-020	Salaries, Part-time	2,742	-	-	-	-	-	-
5020-005-030	Salaries, Overtime	51,342	107,047	135,937	85,000	80,610	138,469	107,000
5020-005-090	Benefits	520,456	508,377	483,345	552,705	237,170	438,193	656,983
TOTAL PERSONNEL SERVICES		1,473,387	1,459,157	1,532,771	1,618,745	773,923	1,496,862	1,884,911
OTHER OPERATING COSTS								
5020-005-110	Vehicle Maintenance	171,539	140,454	165,661	166,000	86,297	164,833	167,000
5020-005-120	Building/Grounds Maint	2,595	2,980	6,222	6,500	1,542	2,188	6,000
5020-005-140	Computer Equipment Maintenance	5,538	7,687	11,417	13,500	8,140	19,843	13,500
5020-005-190	Other Equipment Maint	434	385	1,392	1,500	-	809	3,000
5020-005-220	Printing/Copying	3,388	1,829	2,920	3,000	981	2,679	3,000
5020-005-230	Professional/Temp Service	45,484	30,599	37,833	42,000	11,687	47,868	40,000
5020-005-260	Rent of Property & Equipment	10,000	40,000	20,000	25,000	2,351	22,350	29,000
5020-005-320	Office/Computer Supplies	4,030	4,179	4,348	5,300	1,561	4,692	4,500
5020-005-350	Tools/Equipment (under \$1,000)	4,167	2,963	7,656	7,500	773	4,342	6,000
5020-005-410	Meeting Expense	19	207	142	150	57	191	150
5020-005-420	Utilities	11,386	17,491	9,877	15,000	4,261	9,497	10,000
5020-005-430	Uniform Allowance	8,610	5,056	5,613	5,600	6,231	8,962	5,000
5020-005-440	Training Expense	8,440	8,163	10,999	12,000	6,257	20,446	12,000
5020-005-450	Publications & Dues	480	504	590	600	1,442	2,193	600
5020-005-460	Postage	-	-	-	-	-	-	-
5020-005-470	Range Expense	1,452	1,198	1,907	2,000	1,911	2,525	2,500
5020-005-480	Firearms Expense	7,118	3,016	3,479	4,000	2,848	7,137	4,000
5020-005-490	Investigation Costs	-	244	625	600	49	500	500
5020-005-660	Other Expense	362	12,087	3,446	3,500	601	2,100	3,000
TOTAL OTHER EXPENSES		285,042	279,041	294,126	313,750	136,991	323,155	309,750
CAPITAL OUTLAY								
5020-005-730	Other Mach/Equip (over \$1,000)	501	144,476	40,939	41,000	985	42,507	42,000
5020-005-740	Computer Equipment (over \$1,000)	4,655	562	2,374	-	1,313	1,561	-
TOTAL CAPITAL OUTLAY		5,156	145,038	43,313	41,000	2,298	45,000	42,000
TOTAL MEASURE H POLICE		1,763,586	1,883,236	1,870,210	1,973,495	913,212	1,865,017	2,236,661

**CITY OF PORTERVILLE
BUDGET WORKSHEET - FIRE DEPARTMENT
MEASURE H
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>FIRE DEPARTMENT</u>								
<u>PERSONNEL SERVICES</u>								
5021-001-010	Salaries, Regular	853,575	893,113	955,746	1,067,312	502,810	1,055,351	1,072,608
5021-001-020	Salaries, Part-time	-	-	-	-	-	-	-
5021-001-030	Salaries, Overtime	189,236	230,520	308,481	150,000	90,534	157,909	180,000
5021-001-090	Benefits	607,729	570,982	636,848	672,411	347,807	669,197	739,682
TOTAL PERSONNEL SERVICES		1,650,540	1,694,615	1,901,075	1,889,723	941,151	1,882,457	1,992,290
<u>OTHER OPERATING COSTS</u>								
5021-001-110	Vehicle Maintenance	30,106	48,155	58,605	75,000	33,188	67,444	80,000
5021-001-120	Building/Grounds Maintenance	8,418	5,580	10,011	10,000	1,843	4,077	10,500
5021-001-140	Computer Equipment Maintenance	4,973	8,750	6,657	10,000	345	4,188	10,500
5021-001-190	Other Equipment Maintenance	7,359	12,132	14,230	15,000	854	5,348	40,000
5021-001-220	Printing/Copying	960	1,168	1,711	2,500	875	2,563	2,600
5021-001-230	Professional/Temp Service	-	85	55	2,100	-	373	2,200
5021-001-260	Rent of Property & Equipment	-	-	-	-	-	-	-
5021-001-320	Office/Computer Supplies	904	757	4,569	5,000	393	823	5,300
5021-001-330	Janitorial Supplies	871	564	1,937	2,500	459	1,494	2,600
5021-001-350	Tools/Equipment (under \$1,000)	2,099	8,892	28,197	20,000	3,875	10,602	21,000
5021-001-410	Meeting Expense	-	14	28	-	-	-	-
5021-001-420	Utilities	2,499	5,813	4,976	10,000	2,582	4,369	10,500
5021-001-430	Uniform Allowance	25	862	257	4,200	1,419	3,230	4,400
5021-001-440	Training Expense	1,771	9,372	8,611	48,000	1,113	9,511	50,400
5021-001-450	Publications & Dues	498	4,315	3,357	3,000	3,128	3,891	3,100
5021-001-660	Other Expenses	906	4,601	3,320	5,500	5,045	5,401	7,000
TOTAL OTHER EXPENSES		61,389	111,059	146,520	212,800	55,120	123,314	250,100
<u>CAPITAL OUTLAY</u>								
5021-001-710	Office Equipment (over \$1,000)	-	-	2,727	-	-	-	-
5021-001-730	Other Mach/Equip (over \$1,000)	-	-	24,436	25,000	-	4,721	25,000
TOTAL CAPITAL OUTLAY		-	-	27,162	25,000	-	4,721	25,000
TOTAL MEASURE H FIRE DEPARTMENT		<u>1,711,929</u>	<u>1,805,674</u>	<u>2,074,758</u>	<u>2,127,523</u>	<u>996,271</u>	<u>2,010,492</u>	<u>2,267,390</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PUBLIC SAFETY STATION
MEASURE H
FISCAL YEAR 2024/25**

ACCT# ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>PUBLIC SAFETY STATION</u>							
<u>OTHER EXPENSES</u>							
5022-000-120 Building/Grounds Maintenance	638	1,120	3,490	4,500	1,375	3,470	4,500
5022-000-420 Utilities	47,541	58,136	82,050	90,000	39,312	81,821	90,000
5022-000-520 Insurance, Liability	-	114,000	114,000	114,000	79,838	159,680	159,680
TOTAL OTHER EXPENSES	48,179	173,256	- 199,540	208,500	120,525	244,971	254,180
 TOTAL PUBLIC SAFETY STATION	<u>48,179</u>	<u>173,256</u>	<u>199,540</u>	<u>208,500</u>	<u>120,525</u>	<u>244,971</u>	<u>254,180</u>
END							

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - LIBRARY & LITERACY
MEASURE H
FISCAL YEAR 2024/25**

								PROPOSED
ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	FY 2024/25 BUDGET
LIBRARY								
<u>PERSONNEL SERVICES</u>								
5050-080-010	Salaries, Regular	127,995	113,474	107,288	145,110	78,380	143,488	144,878
5050-080-020	Salaries, Part-time	23,799	89,911	117,838	157,250	57,243	113,878	157,250
5050-080-030	Salaries, Overtime	-	-	-	-	-	-	-
5050-080-090	Benefits	81,793	82,719	83,300	107,842	54,838	115,523	110,887
TOTAL PERSONNEL SERVICES		233,587	286,104	308,426	410,202	190,461	372,889	413,015
<u>OTHER EXPENSES</u>								
		-	-	-	5,000	-	-	5,000
5050-080-120	Building/Grounds Maint	-	225	1,794	4,000	2,140	2,140	4,000
5050-080-140	Computer Maintenance	2,575	-	-	3,000	-	-	3,000
5050-080-190	Other Equipment Maint	45	-	60	5,000	-	630	5,000
5050-080-210	Advertising	2,442	5,197	4,727	8,000	-	250	8,000
5050-080-220	Printing/Copying	1,011	4,493	6,022	8,000	1,827	3,577	8,000
5050-080-230	Professional/Temp Service	6,289	7,190	11,481	25,000	10,265	22,907	25,000
5050-080-260	Rent of Property & Equipmt	-	-	300	5,000	56	56	5,000
5050-080-320	Office/Computer Supplies	826	1,034	1,135	6,000	206	4,593	6,000
5050-080-330	Janitorial Supplies	-	-	1,152	1,500	535	1,296	1,500
5050-080-350	Tools/Equipment (under \$1000)	539	230	1,299	8,000	571	670	8,000
5050-080-360	Library Books	6,247	8,563	10,416	50,000	14,708	26,262	50,000
5050-080-410	Meeting Expense	-	-	-	1,500	-	-	1,500
5050-080-420	Utilities	9,488	12,911	19,069	30,000	11,033	22,903	30,000
5050-080-430	Uniform Allowance	-	-	-	-	-	-	-
5050-080-440	Training Expense	249	-	-	5,000	-	250	5,000
5050-080-450	Publication and Dues	21,278	22,997	37,616	45,000	33,817	37,500	45,000
5050-080-460	Postage	-	-	-	-	-	-	-
5050-080-490	Donations	2,719	7,686	8,197	20,000	2,164	12,382	20,000
5050-080-520	Insurance, Liability	4,600	4,600	4,600	6,444	3,222	6,444	6,444
5050-080-660	Other Expense	4,517	9,597	10,448	16,000	3,111	10,049	16,000
TOTAL OTHER EXPENSES		62,825	84,723	118,316	252,444	83,655	151,909	252,444
<u>CAPITAL OUTLAY</u>								
5050-080-710	Office Equipment (over \$1000)	806	-	-	-	-	1,715	-
5050-080-730	Other Mach/Equipment (over \$1,000)	-	-	-	-	-	-	-
5050-080-740	Computer Equipment (over \$1,000)	1,200	-	-	-	-	-	-
TOTAL CAPITAL OUTLAY		2,006	-	-	-	-	1,715	-
TOTAL LIBRARY		298,418	370,827	426,742	662,646	274,116	526,513	665,459

MEASURE I

ANNUAL BUDGET



FY 2024/2025

**CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEET
MEASURE I
FISCAL YEAR 2024/25**

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	2024/25 BUDGET
MEASURE I SALES TAX FUND								
005 4210	Transfer from Other Funds	-	-	2,932	-	-	-	60,500
005 4220	Transfer to Other Funds	(1,638,288)	(696,167)	(889,571)	(18,605,217)	(794,493)	(2,978,430)	(14,005,018)
005 4011	Sales Tax - Measure I	9,868,321	10,636,501	10,950,554	10,700,000	3,543,960	11,026,233	10,963,913
005 4502	Sales Tax - Measure R	-	-	-	42,000	57,204	62,389	42,000
005 4516	State Grants	-	-	69,413	30,000	-	85,401	80,000
005 4601	Interest on Investments	115,283	140,649	399,286	200,000	268,744	356,712	300,000
005 4811	Police Services	-	2,463	2,316	2,000	793	1,586	2,000
005 4812	Police Cost Recoveries	29,765	58,197	-	-	-	-	-
TOTAL REVENUE		10,013,369	10,837,809	11,421,569	10,974,000	3,870,701	11,532,322	11,387,913

CITY OF PORTERVILLE
BUDGET WORKSHEETS - POLICE DEPARTMENT
MEASURE I
FISCAL YEAR 2024/25

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
POLICE OPERATION								
PERSONNEL SERVICES								
5020-001-010	Salaries, Regular	1,319,415	1,344,039	1,360,856	1,617,464	739,428	1,607,539	2,111,020
5020-001-020	Salaries, Part-time			-	-	287	311	-
5020-001-030	Salaries, Overtime	57,050	121,279	204,326	125,000	124,679	248,995	175,000
5020-001-090	Benefits	648,429	654,462	696,492	784,974	376,642	816,681	1,229,283
TOTAL PERSONNEL SERVICES		2,024,894	2,119,781	2,261,674	2,527,438	1,241,036	2,673,526	3,515,303
OTHER OPERATING COSTS								
5020-001-110	Vehicle Maintenance	463,571	863,300	1,010,943	1,012,000	583,948	1,178,148	1,100,000
5020-001-120	Building/Grounds Maint	2,715	6,491	4,141	6,000	1,192	1,928	4,000
5020-001-140	Computer Equipment Maintenance	9,768	11,771	11,176	12,500	14,419	28,668	13,000
5020-001-190	Other Equipment Maint	5,787	1,961	5,231	6,000	-	779	10,000
5020-001-220	Printing/Copying	2,750	957	848	1,000	723	1,917	1,000
5020-001-230	Professional/Temp Service	71,345	38,388	56,502	75,000	17,476	57,300	70,000
5020-001-260	Rent of Property & Equipment	145,544	253,798	126,899	128,000	3,134	130,134	156,000
5020-001-320	Office/Computer Supplies	4,313	6,872	8,289	8,000	2,021	5,551	6,000
5020-001-350	Tools/Equipment (under \$1,000)	10,385	5,498	7,300	8,000	5,769	7,934	8,000
5020-001-410	Meeting Expense	10	205	293	300	446	735	500
5020-001-420	Utilities	3,466	8,457	6,434	10,000	2,183	6,223	7,000
5020-001-430	Uniform Allowance	24,420	13,743	17,681	20,000	13,977	16,800	20,000
5020-001-440	Training Expense	21,350	33,626	43,404	45,000	14,694	42,382	45,000
5020-001-450	Publications & Dues	1,093	1,195	716	2,000	1,895	3,391	5,000
5020-001-460	Postage	-	-	-	500	-	-	-
5020-001-470	Range Expense	2,233	1,841	2,933	3,000	2,928	3,178	3,000
5020-001-480	Firearms Expense	27,627	4,640	5,333	7,000	4,362	10,961	7,000
5020-001-490	Investigation Costs	-	353	1,265	1,500	74	446	1,000
5020-001-660	Other Expense	562	5,273	2,075	6,000	464	10,642	6,000
TOTAL OTHER EXPENSES		796,938	1,258,370	1,311,464	1,351,800	669,705	1,507,117	1,462,500
CAPITAL OUTLAY								
5020-001-720	Automotive Equip (over \$1,000)	370,268	281,367	-	85,000	69,612	69,612	225,000
5020-001-730	Other Mach/Equip (over \$1,000)	148,404	122,336	243,669	232,000	4,616	237,557	237,000
5020-001-740	Computer Equipment (over \$1,000)	4,976	843	6,825	-	5,552	5,882	-
TOTAL CAPITAL OUTLAY		523,648	404,546	250,494	317,000	79,780	313,051	462,000
TOTAL MEASURE I POLICE		3,345,480	3,782,697	3,823,633	4,196,238	1,990,521	4,493,694	5,439,803

**CITY OF PORTERVILLE
BUDGET WORKSHEET - FIRE DEPARTMENT
MEASURE I
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
FIRE DEPARTMENT								
<u>PERSONNEL SERVICES</u>								
5021-001-010	Salaries, Regular	297,629	466,211	571,736	699,234	308,524	628,034	833,616
5021-001-030	Salaries, Overtime	13,822	16,292	67,450	150,000	68,543	96,349	160,000
5021-001-090	Benefits	188,738	299,048	394,025	518,473	223,394	446,727	616,507
TOTAL PERSONNEL SERVICES		500,189	781,551	1,033,211	1,367,707	600,461	1,171,110	1,610,123
<u>OTHER OPERATING COSTS</u>								
5021-001-110	Vehicle Maintenance	432,633	542,378	754,236	750,000	422,783	804,714	800,000
5021-001-120	Building/Grounds Maintenance	10,962	2,471	1,232	10,000	637	1,258	10,500
5021-001-140	Computer Equipment Maintenance	23,452	2,982	6,529	7,500	3,576	7,949	7,900
5021-001-190	Other Equipment Maintenance	22,219	27,489	32,488	37,000	12,197	37,150	112,000
5021-001-220	Printing/Copying	5,133	202	119	1,100	127	658	1,200
5021-001-320	Office/Computer Supplies	3,728	1,019	728	3,200	257	924	3,400
5021-001-330	Janitorial Supplies	64	276	20	1,100	629	2,694	1,200
5021-001-350	Tools/Equipment (under \$1,000)	21,645	6,732	23,696	20,000	12,935	15,251	21,000
5021-001-410	Meeting Expense	1,746	424	643	1,600	148	765	1,700
5021-001-420	Utilities	2,697	4,892	8,400	10,000	1,654	6,728	10,500
5021-001-430	Uniform Allowance	8,374	41,105	742	8,000	8,394	18,949	8,400
5021-001-440	Training Expense	29,650	88,147	46,461	175,000	34,333	79,907	184,000
5021-001-450	Publications & Dues	16,756	2,908	4,153	2,000	591	4,576	2,100
5021-001-460	Postage	25	-	-	600	24	75	700
5021-001-660	Other Expenses	5,341	545	2,863	5,300	1,509	4,527	5,600
TOTAL OTHER EXPENSES		584,424	721,570	882,310	1,032,400	499,795	986,125	1,170,200
<u>CAPITAL OUTLAY</u>								
5021-001-720	Automotive Equipment	-	231,561	61,482	1,200,000	-	928,845	996,000
5021-001-730	Other Mach/Equip (over \$1,000)	19,592	56,297	101,752	105,000	23,070	67,058	110,000
TOTAL CAPITAL OUTLAY		19,592	287,858	163,234	1,305,000	23,070	995,903	1,106,000
TOTAL MEASURE I FIRE DEPARTMENT		<u>1,104,205</u>	<u>1,790,978</u>	<u>2,078,755</u>	<u>3,705,107</u>	<u>1,123,326</u>	<u>3,153,138</u>	<u>3,886,323</u>

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEET
MEASURE I
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL	PROJECTED	PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	30-Jun-24	2024/25 BUDGET
STREET MAINTENANCE								
005 5030-030-010	Salaries, Regular	26,607	46,627	48,874	135,408	20,510	52,355	144,744
005 5030-030-030	Salaries, Overtime	-	56	-	-	-	-	-
005 5030-030-090	Benefits	18,225	39,041	39,864	100,993	15,964	46,767	116,942
005 5030-030-110	Vehicle Maintenance	-	-	-	8,000	-	-	8,000
005 5030-030-190	Other Equipment Maint	-	-	-	7,000	-	-	7,000
005 5030-030-340	Maint & Repair Materials	143	1,060	52	3,000	-	373	3,000
005 5030-030-350	Tools/Equipment (under \$1,000)	300	1,580	197	2,000	-	400	2,000
005 5030-030-430	Uniform Allowance	516	1,261	2,193	2,500	948	2,088	2,500
005 5030-030-440	Training Expense	-	1,045	-	1,000	2,600	2,600	1,000
005 5030-030-720	Automotive Equipment	-	-	-	70,000	-	-	70,000
005 5030-030-730	Other Mach/Equip (over \$1000)	-	-	-	-	-	-	-
005 5030-030-740	Computer Equip (over \$1,000)	-	1,352	-	-	-	-	-
TOTAL MEASURE I STREET MAINTENANCE		45,791	92,021	91,179	329,901	40,022	104,583	355,186

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - LITTER ABATEMENT
MEASURE I
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>LITTER ABATEMENT</u>								
<u>OTHER EXPENSES</u>								
5030-047-110	Vehicle Maintenance	-	-	51	500	-	-	-
5030-047-230	Professional/Temp Service	-	-	123,154	120,500	21,367	180,638	172,000
5030-047-260	Rent of Property & Equipment	-	-	266	500	-	-	-
5030-047-350	Tools/Equipment under \$1000	-	-	422	500	-	-	-
5030-047-730	Other Mach/Equipment over \$1000	-	-	14,892	-	-	-	-
TOTAL OTHER EXPENSES		-	-	138,785	122,000	21,367	180,638	172,000
TOTAL PUBLIC SAFETY STATION		-	-	138,785	122,000	21,367	180,638	172,000
END								

AMERICAN RESCUE PLAN ACT

ANNUAL BUDGET



FY 2024/2025

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEET
AMERICAN RESCUE PLAN ACT
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	2024/25 BUDGET
AMERICAN RESCUE PLAN ACT								
006 4210	Transfers from Other Funds	-	-	-	-	-	-	60,500
006 4220	Transfer to Other Funds	(9,566)	-	(3,283,386)	(7,360,839)	(1,664,959)	(1,936,157)	(7,620,000)
006 4517	Federal Grants	9,566	2,870,401	6,090,051	8,308,913	1,366,398	2,452,485	8,357,167
006 4601	Interest on Investments	64,359	115,391	138,112	-	153,034	175,000	100,000
TOTAL REVENUE		73,925	2,985,792	6,228,163	8,308,913	1,519,432	2,627,485	8,457,167

END

**CITY OF PORTERVILLE
BUDGET WORKSHEETS
AMERICAN RESCUE PLAN ACT
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
AMERICAN RESCUE PLAN ACT								
<u>PERSONNEL SERVICES</u>								
5060-001-010	Salaries, Regular	-	-	2,096,573	137,860	116,275	153,785	36,284
5060-001-030	Salaries, Overtime	-	-	-	-	74	74	-
5060-001-050	Salaries, COVID-19	-	-	89,586	75,000	24,352	25,771	-
5060-001-090	Benefits	-	-	186,337	83,935	31,101	58,973	25,224
TOTAL PERSONNEL SERVICES		-	-	2,372,496	296,795	171,802	238,603	61,508
<u>OTHER EXPENSES</u>								
5060-001-230	Professional/Temp Services	-	-	6,975	5,000	199,771	273,429	400,000
5060-001-350	Tools/Equipment (under \$1000)	-	-	22,417	-	-	-	-
5060-001-410	Meeting Expenses	-	-	40	-	-	-	-
5060-001-490	Special Consumables	-	-	-	-	-	-	-
5060-001-660	Other Expenses	-	-	250,000	420,000	-	721	1,000
TOTAL OTHER EXPENSES		-	-	279,432	425,000	199,771	274,150	401,000
<u>CAPITAL OUTLAY</u>								
5060-001-720	Automotive Equip (over \$1000)	-	-	-	70,000	-	-	70,000
5060-001-730	Other Mach/Equip (over \$1000)	-	-	154,737	204,659	-	3,571	204,659
TOTAL CAPITAL OUTLAY		-	-	154,737	274,659	-	3,571	274,659
TOTAL AMERICAN RESCUE PLAN ACT		<u>-</u>	<u>-</u>	<u>2,806,665</u>	<u>996,454</u>	<u>371,573</u>	<u>516,324</u>	<u>737,167</u>

ZALUD ESTATE

ANNUAL BUDGET



FY 2024/2025

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
ZALUD HOUSE FUND								
018 4210	Transfers from Other Funds	10,000	10,000	10,000	10,000	-	10,000	10,000
TOTAL TRANSFERS		10,000	10,000	10,000	10,000	-	10,000	10,000
018 4517	Federal Grants	-	19,154	-				
018 4601	Interest on Investments	545	353	502	200	59	59	200
018 4833	Zalud House - Rental	942	2,792	2,636	2,600	283	2,486	2,600
018 4834	Zalud House - Admissions	642	2,694	3,464	3,500	1,409	3,100	3,300
018 4994	Contributions	56	385	487	500	-	-	500
018 4999	Other Revenues	5	-	5	-	-	-	-
TOTAL REVENUE		2,191	25,378	7,094	6,800	1,751	5,645	6,600

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

ZALUD HOUSE

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
018-5050-035-010	Salaries, Regular	2,745	1,784	2,811	2,800	1,818	3,264	3,600
018-5050-035-020	Salaries, Part-time	4,135	15,277	16,417	16,500	9,093	18,186	18,000
018-5050-035-030	Salaries, Overtime	154	78	-	-	-	-	-
018-5050-035-090	Benefits	3,382	7,198	8,905	9,025	4,411	8,822	8,800
018-5050-035-120	Building/Grounds Maint	226	3,061	1,838	2,500	382	849	2,500
018-5050-035-230	Professional/Temp Services	1,252	2,177	1,486	1,500	178	1,667	1,500
018-5050-035-350	Tools/Equipment	-	87	34	-	-	-	-
018-5050-035-420	Utilities	2,776	4,957	5,396	5,500	1,916	4,448	5,000
018-5050-035-520	Insurance, Liability	1,355	1,355	1,355	1,355	950	1,898	1,898
018-5050-035-660	Other Expense	-	5,060	206	300	-	-	300
TOTAL		16,025	41,035	38,448	39,480	18,748	39,134	41,598

CDBG

ANNUAL BUDGET



FY 2024/2025

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	2024/25 BUDGET
COMMUNITY DEVELOPMENT BLOCK GRANT								
019 4220	Transfers to Other Funds	(1,477,404)	(1,447,099)	(1,123,992)	(2,300,000)	(777,669)	(1,234,000)	(2,600,000)
019 4516	State Grants	-	875,499	725,101	400,000	35,670	350,000	793,840
019 4517	Federal Grants	1,529,394	1,173,666	530,614	800,000	-	500,000	800,000
019 4601	Interest on Investments	50,183	62,929	83,378	70,000	25,557	62,000	65,000
019 4998	Penalties	434	351	259	500	61	250	300
019 4999	Other Revenues	2,300	-	-	1,900,000	-	-	1,900,000
TOTAL REVENUE		1,582,311	2,112,444	1,339,352	3,170,500	61,287	912,250	3,559,140

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

COMMUNITY DEVELOPMENT BLOCK GRANT

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	2024/25 BUDGET
019 5030-025-010	Salaries, Regular	123,399	93,636	93,421	96,000	45,656	76,596	96,000
019 5030-025-090	Benefits	67,563	54,237	55,617	55,000	25,330	48,540	55,000
019 5030-025-210	Advertising	3,388	3,888	1,426	2,000	585	1,910	2,000
019 5030-025-220	Printing/Copying	131	175	262	300	-	100	300
019 5030-025-230	Professional/Temp Service	-	14,851	9,420	15,000	9,420	15,000	15,000
019 5030-025-320	Office/Computer Supplies	-	70	103	300	-	111	300
019 5030-025-410	Meeting Expense	32	120	217	500	-	50	500
019 5030-025-430	Uniform Allowance	-	-	-	-	-	-	-
019 5030-025-440	Training Expense	680	-	-	1,000	341	341	1,000
019 5030-025-450	Publication and Dues	500	694	615	1,000	175	928	1,000
019 5030-025-460	Postage	640	359	456	500	161	520	500
019 5030-025-620	Debt Redemption	296,535	566,968	55,522	279,864	-	279,864	-
019 5030-025-660	Other Expense	-	20	-	-	-	-	-
TOTAL DIVISION		492,867	735,017	217,058	451,464	81,669	423,960	171,600

SAFETY GRANTS

ANNUAL BUDGET



FY 2024/2025

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
SPECIAL SAFETY GRANTS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL	PROJECTED	PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	30-Jun-24	24/25 BUDGET
SPECIAL SAFETY GRANTS								
025-4220	Transfers to Other Funds	-	-	(2,837)	-	-	-	-
TOTAL		-	-	(2,837)	-	-	-	-
025 4601	Interest on Investments	2,241	1,599	760	200	193	193	200
025 4515	Grants - Miscellaneous	33,826	-	50,000	-	-	81,561	-
025 4516	State grants	156,727	190,352	211,609	210,475	125,762	186,159	197,619
025 4517	Federal grants	83,166	5,176	453,348	689,896	264,831	593,786	696,319
025 4811	Police Services	-	643	467	500	-	-	-
025 4811.9	PD Explorers Revenue	-	150	-		-	-	-
025 4994	Contributions	640	617	30	5,000	5,000	5,000	12,000
TOTAL		276,600	198,537	716,214	906,071	395,786	866,699	906,138

CITY OF PORTERVILLE
BUDGET WORKSHEETS - SPECIAL SAFETY GRANTS
COPS GRANT
FISCAL YEAR 2024/25

		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D	PROJECTED	PROPOSED
		ACTUAL	ACTUAL	ACTUAL	BUDGET	31-Dec-23	30-Jun-24	FY 2024/25
ACCT#	ACCOUNT NAME							BUDGET
<u>COPS GRANT</u>								
<u>PERSONNEL SERVICES</u>								
5020-005-010	Salaries, Regular	99,171	107,679	113,721	94,100	50,987	97,810	106,580
5020-005-030	Salaries, Overtime	4,396	7,516	8,063	7,000	3,230	5,995	7,000
5020-005-090	Benefits	65,137	71,951	71,381	66,155	31,332	72,374	83,539
TOTAL PERSONNEL SERVICES		168,704	187,145	193,164	167,255	85,549	176,179	197,119
<u>OTHER OPERATING COSTS</u>								
5020-005-440	Training Expense	363	-	(363)	500	-	-	500
TOTAL OTHER OPERATING COSTS		363	-	(363)	500	-	-	500
TOTAL COPS GRANT		<u>169,067</u>	<u>187,145</u>	<u>192,801</u>	<u>167,755</u>	<u>85,549</u>	<u>176,179</u>	<u>197,619</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - SPECIAL SAFETY GRANTS
DMV SPECIAL TRUST FUNDS
FISCAL YEAR 2024/25

		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D	PROJECTED	PROPOSED
ACCT#	ACCOUNT NAME	ACTUAL	ACTUAL	ACTUAL	BUDGET	31-Dec-23	30-Jun-24	FY 2024/25
								BUDGET
<u>DMV SPECIAL TRUST FUNDS</u>								
<u>OTHER EXPENSES</u>								
5020-009-660	Other Expense	-	11,395	13,560	64,850	3,941	4,927	4,000
TOTAL OTHER EXPENSES		-	11,395	13,560	64,850	3,941	4,927	4,000
<u>CAPTIAL OUTLAY</u>								
5020-009-730	Other Machinery/Equip	-	-	-	-	48,971	48,971	96,806
TOTAL CAPITAL OUTLAY		-	-	-	-	48,971	48,971	96,806
TOTAL DMV SPECIAL TRUST FUNDS		-	11,395	13,560	64,850	52,913	53,898	100,806

CITY OF PORTERVILLE
BUDGET WORKSHEETS - SPECIAL SAFETY GRANTS
OTS GRANT
FISCAL YEAR 2024/25

		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D	PROJECTED	PROPOSED
ACCT#	ACCOUNT NAME	ACTUAL	ACTUAL	ACTUAL	BUDGET	31-Dec-23	30-Jun-24	FY 2024/25
								BUDGET
OTS GRANT								
PERSONNEL SERVICES								
5020-011-030	Salaries, Overtime	50,403	26,407	40,048	95,600	34,450	68,900	96,605
5020-011-090	Benefits	5,345	2,759	4,288	10,525	3,793	7,586	10,636
TOTAL PERSONNEL SERVICES		55,749	29,166	44,336	106,125	38,243	76,486	107,241
OTHER EXPENSES								
5020-011-440	Training Expenses	5,427	1,431	3,385	4,500	-	-	5,000
5020-011-660	Other Expenses	-	-	722	-	1,599	4,000	10,200
TOTAL OTHER EXPENSES		5,427	1,431	4,107	4,500	1,599	4,000	15,200
CAPITAL OUTLAY								
5020-011-730	Other Machinery/Equip	7,983	-	-	5,200	-	4,490	-
TOTAL CAPITAL OUTLAY		7,983	-	-	5,200	-	4,490	-
TOTAL OTS GRANT		69,159	30,598	48,443	115,825	39,842	84,976	122,441

CITY OF PORTERVILLE
BUDGET WORKSHEETS - SPECIAL SAFETY GRANTS
CRIME PREVENTION
FISCAL YEAR 2024/25

		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D	PROJECTED	PROPOSED
ACCT#	ACCOUNT NAME	ACTUAL	ACTUAL	ACTUAL	BUDGET	31-Dec-23	30-Jun-24	FY 2024/25
								BUDGET
<u>CRIME PREVENTION</u>								
<u>OTHER EXPENSES</u>								
5020-014-430	Uniform Allowance	-	-	1,761	-	-	-	-
5020-014-660	Other Expenses	-	1,950	4,076	5,000	5,311	5,798	12,000
TOTAL OTHER EXPENSES		-	1,950	5,836	5,000	5,311	5,798	- 12,000
TOTAL CRIME PREVENTION		-	1,950	5,836	5,000	5,311	5,798	12,000

CITY OF PORTERVILLE
BUDGET WORKSHEETS - SPECIAL SAFETY GRANTS
OFFICER WELLNESS AND MENTAL HEALTH GRANT
FISCAL YEAR 2024/25

		PROPOSED						
ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	FY 2024/25 BUDGET
<u>OFFICER WELLNESS AND MENTAL HEALTH GRANT</u>								
<u>OTHER OPERATING COSTS</u>								
5020-019-230	Professional/Temp Services	-	-	-	45,475	10,779	10,779	6,556
5020-019-440	Training Expense	-	-	862	-	6,500	6,938	-
5020-019-660	Other Expenses	-	-	-	-	-	-	-
5020-019-730	Other Mach/Equip (over \$1,000)	-	-	-	-	-	21,202	-
TOTAL OTHER OPERATING COSTS		-	-	862	45,475	17,279	38,919	6,556
TOTAL OFFICER WELLNESS AND METAL HEALTH GRANT		-	-	862	45,475	17,279	38,919	6,556

CITY OF PORTERVILLE
BUDGET WORKSHEETS - SPECIAL SAFETY GRANTS
PET PANTRY & PEST CONTROL PROGRAM GRANT

								PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D	PROJECTED	FY 2024/25
ACCT#	ACCOUNT NAME	ACTUAL	ACTUAL	ACTUAL	BUDGET	31-Dec-23	30-Jun-24	BUDGET
<u>PET PANTRY & PEST CONTROL PROGRAM GRANT</u>								
<u>OTHER OPERATING COSTS</u>								
	5020-020-660 Other Expenses	-	-	-	-	-	9,443	72,118
	TOTAL OTHER OPERATING COSTS	-	-	-	-	-	9,443	72,118
	TOTAL PET PANTRY & PEST CONTROL PROG GRANT	-	-	-	-	-	9,443	72,118

CITY OF PORTERVILLE
BUDGET WORKSHEETS - SPECIAL SAFETY GRANTS
SAFER GRANT
FISCAL YEAR 2024/25

		PROPOSED						
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D	PROJECTED	FY 2024/25
ACCT#	ACCOUNT NAME	ACTUAL	ACTUAL	ACTUAL	BUDGET	31-Dec-23	30-Jun-24	BUDGET
SAFER GRANT								
PERSONNEL SERVICES								
5021-004-010	Salaries, Regular	-	63,810	255,290	368,976	191,336	384,339	276,630
5021-004-030	Salaries, Overtime	-	510	-	-	-	-	-
5021-004-090	Benefits	-	25,310	117,348	185,052	91,485	183,537	152,248
TOTAL PERSONNEL SERVICES		-	89,630	372,638	554,028	282,821	567,876	428,878
TOTAL SAFER GRANT		-	89,630	372,638	554,028	282,821	567,876	428,878

SEWER

ANNUAL BUDGET



FY 2024/2025

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
SEWER OPERATING FUND								
030 4210	Transfers from Other Funds	945	1,999	-	-	-	-	
030 4220	Transfers to Other Funds	(726,943)	(1,246,480)	(13,510,520)	-	-	-	
030 4005	Assessments	245,788	241,704	245,375	245,000	134,051	248,481	245,000
030 4601	Interest on Investments	32,257	20,988	32,094	18,000	9,191	18,382	30,000
030 4606	Rent of Land - Agricultural	107,399	31,490	152,415	152,500	50,915	101,830	120,000
030 4871	Sewer Service Charges	6,387,360	6,652,172	6,454,416	6,500,000	3,416,235	7,302,782	7,500,000
030 4872	Sewer Dumping Charges	60,901	64,541	70,233	68,000	26,672	162,009	150,000
030 4875	Lab Service Charges	363,949	343,006	355,835	355,000	164,765	329,530	280,000
030 4899	Other Service Charges	4,626	4,795	4,880	4,800	1,595	4,778	4,800
030 4991	Sale of Real Property	-	146,593	89,564	-	-	-	
030 4998	Penalties	458	16,792	96,037	95,000	53,564	107,893	110,000
030 4999	Other Revenues	12,866	5,912	7,091	6,600	4,470	8,309	8,000
TOTAL REVENUE		7,215,604	7,527,994	7,507,939	7,444,900	3,861,457	8,283,994	8,447,800

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
SEWER OPERATING FUND								
030 5030-060-010	Salaries, Regular	141,422	178,287	194,475	195,500	106,587	215,957	220,000
030 5030-060-020	Salaries, Part-time	-	-	-	-	-	-	-
030 5030-060-030	Salaries, Overtime	11,265	7,788	11,178	12,000	4,638	10,303	12,000
030 5030-060-090	Benefits	81,460	110,015	125,844	150,000	64,202	146,357	145,000
030 5030-060-110	Vehicle Maintenance	188,306	185,085	203,404	205,000	105,102	198,726	21,000
030 5030-060-120	Building/Grounds Maint	6,430	8,499	6,837	6,500	3,894	7,799	8,200
030 5030-060-140	Computer Equipment Maint	4,417	1,113	3,343	5,000	2,123	4,187	5,000
030 5030-060-190	Other Equipment Maint	26,132	31,659	31,417	31,000	15,392	30,072	31,000
030 5030-060-220	Printing/Copying	8,183	10,506	11,071	10,000	4,190	12,055	10,000
030 5030-060-230	Professional/Temp Service	578	662	23,632	25,000	2,702	22,397	25,000
030 5030-060-260	Rent of Property & Equipmt	52	-	-	-	-	-	-
030 5030-060-280	Administrative Expense	132,129	137,406	141,146	136,500	69,341	154,377	160,000
030 5030-060-320	Office/Computer Supplies	3,080	2,503	2,614	3,000	949	2,340	3,000
030 5030-060-340	Maint and Repair Materials	42,946	51,583	33,002	40,000	10,256	28,099	40,000
030 5030-060-350	Tools/Equipment (under \$1,000)	1,760	2,060	6,009	5,000	332	1,806	5,000
030 5030-060-410	Meeting Expense	67	61	126	500	-	100	500
030 5030-060-420	Utilities	79,994	90,500	93,585	95,000	43,346	99,111	95,000
030 5030-060-430	Uniform Allowance	1,444	1,158	1,573	2,000	494	1,740	2,000
030 5030-060-440	Training Expense	103	-	-	1,000	447	447	1,000
030 5030-060-450	Publication and Dues	3,583	824	1,096	1,500	8,994	9,280	9,500
030 5030-060-460	Postage	26,211	29,549	37,892	38,000	23,202	49,864	51,000
030 5030-060-520	Insurance, Liability	26,400	26,400	26,400	36,978	18,486	36,978	36,984
030 5030-060-620	Debt Redemption/Fiscal Chgs	877,224	800,434	918,620	725,100	362,528	725,057	725,100
030 5030-060-650	Depreciation Expense	45,000	45,000	45,000	45,000	22,500	45,000	4,500
030 5030-060-660	Other Expense	2,243	3,644	4,025	5,000	1,800	3,818	5,000
030 5030-060-670	Franchise Fee	332,727	332,727	332,727	332,727	166,365	332,727	332,727
030 5030-060-710	Office Equipment (over \$1000)	1,431	-	-	-	-	-	-
030 5030-060-730	Other Mach/Equip (over \$1000)	20,556	10,397	19,180	20,000	-	-	-
TOTAL		2,065,144	2,067,861	2,274,195	2,127,305	1,037,868	2,138,597	1,948,511 ¹⁰⁹

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
WATER CONSERVATION PLANT								
030 5030-065-010	Salaries, Regular	442,755	353,558	396,213	396,500	202,197	420,560	433,000
030 5030-065-030	Salaries, Overtime	19,419	23,795	24,654	24,500	12,628	22,295	25,000
030 5030-065-090	Benefits	280,384	234,572	276,526	285,000	139,676	316,159	321,000
030 5030-065-110	Vehicle Maintenance	98,693	121,970	132,718	130,000	81,670	163,340	165,000
030 5030-065-120	Building/Grounds Maint	41,378	25,869	29,860	30,000	13,754	28,596	30,000
030 5030-065-140	Computer Equipment Maintenance	5,961	5,905	11,140	6,000	2,108	8,942	6,000
030 5030-065-190	Other Equipment Maint	27,073	53,391	69,046	70,000	14,590	22,303	60,000
030 5030-065-220	Printing/Copying	484	1,170	739	700	374	792	800
030 5030-065-230	Professional/Temp Service	371,980	503,721	449,232	500,000	341,083	438,618	500,000
030 5030-065-260	Rent of Property & Equipmt	39,968	32,086	30,984	32,000	13,356	30,835	32,000
030 5030-065-280	Administrative Expense	528,053	549,594	564,296	545,000	277,363	620,618	708,000
030 5030-065-320	Office/Computer Supplies	3,289	4,822	3,639	4,000	1,663	3,214	4,000
030 5030-065-330	Janitorial Supplies	64	-	71	-	-	-	-
030 5030-065-340	Maint and Repair Materials	109,404	49,629	77,611	75,000	81,647	137,131	150,000
030 5030-065-350	Tools/Equipment (under \$1,000)	5,810	8,548	5,504	6,000	1,993	5,742	6,000
030 5030-065-410	Meeting Expense	-	-	-	500	-	-	500
030 5030-065-420	Utilities	511,443	586,601	664,188	670,000	279,389	671,739	670,000
030 5030-065-430	Uniform Allowance	5,189	4,045	5,692	6,000	3,764	7,056	7,000
030 5030-065-440	Training Expense	-	130	1,384	3,000	1,021	2,642	3,000
030 5030-065-450	Publication and Dues	3,007	6,051	2,972	5,000	2,796	4,821	5,000
030 5030-065-460	Postage	1	40	41	100	15	50	100
030 5030-065-490	Special Consumables	99,727	184,330	163,576	170,000	91,260	163,031	250,000
030 5030-065-620	Debt Redemption/Fiscal Chgs	494,852	420,667	631,137	400,000	176,032	352,063	455,000
030 5030-065-650	Depreciation Expense	125,000	125,000	125,000	125,000	62,498	125,000	125,000
030 5030-065-660	Other Expense	-	136	-	1,000	2	-	1,000
030 5030-065-720	Automotive Equipment (over \$1,000)	-	62,125	-	-	-	-	-
030 5030-065-730	Other Mach/Equip (over \$1,000)	100,614	104,404	69,134	70,000	7,105	10,000	70,000
TOTAL		3,314,546	3,462,159	3,735,356	3,555,300	1,807,983	3,555,547	4,027,400

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
INDUSTRIAL PRE-TREATMENT								
030 5030-066-010	Salaries, Regular	30,584	32,937	37,582	37,600	21,315	42,077	42,000
030 5030-066-090	Benefits	14,318	16,716	20,712	24,000	10,610	25,423	26,400
030 5030-066-110	Vehicle Maintenance	8,128	8,297	8,599	9,000	5,348	10,732	10,500
030 5030-066-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
030 5030-066-190	Other Equipment Maint	-	-	-	-	3,772	4,774	3,000
030 5030-066-230	Professional/Temp Service	5,552	5,976	3,889	6,000	3,617	6,168	6,500
030 5030-066-340	Maint and Repair Materials	-	-	-	500	-	-	500
030 5030-066-350	Tools/Equipment (under \$1,000)	76	-	250	300	67	134	300
030 5030-066-420	Utilities	1,828	1,924	2,075	2,100	1,182	2,130	2,100
030 5030-066-440	Training Expense	-	-	245	500	-	-	50
030 5030-066-450	Publication and Dues	91	475	603	700	417	630	700
030 5030-066-520	Insurance, Liability	2,100	2,100	2,100	2,942	1,472	2,942	2,942
030 5030-066-660	Other Expense	-	-	-	-	-	-	-
030 5030-066-730	Other Mach/Equip (over \$1,000)	1,936	-	-	-	-	-	-
TOTAL		64,613	68,424	76,055	83,642	47,800	95,010	94,992

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

LABORATORY

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
030 5030-068-010	Salaries, Regular	189,109	192,330	212,860	213,000	110,984	229,193	236,000
030 5030-068-020	Salaries, Part-time	455	845	485	500	-	-	-
030 5030-068-030	Salaries, Overtime	609	1,082	1,268	1,000	22	547	1,000
030 5030-068-090	Benefits	104,758	113,567	131,713	140,000	63,545	146,668	148,000
030 5030-068-110	Vehicle Maintenance			55	-	80	80	500
030 5030-068-120	Building/Grounds Maint	4,955	3,191	1,611	2,000	1,153	4,119	4,000
030 5030-068-190	Other Equipment Maint	39,920	34,428	28,782	40,000	19,870	32,539	40,000
030 5030-068-220	Printing/Copying	281	292	446	500	216	435	500
030 5030-068-230	Professional/Temp Service	765	973	1,016	1,200	543	5,211	5,500
030 5030-068-260	Rent of Property & Equipmt	3,764	4,511	4,640	4,700	1,616	3,393	4,500
030 5030-068-320	Office/Computer Supplies	2,397	2,237	2,924	3,000	769	1,995	3,000
030 5030-068-340	Maint and Repair Materials	503	234	-	-	-	-	-
030 5030-068-350	Tools/Equipment (under \$1,000)	144	4,486	1,290	1,500	-	-	1,000
030 5030-068-420	Utilities	21,295	22,574	25,462	26,000	13,739	25,472	26,000
030 5030-068-430	Uniform Allowance	721	502	568	600	241	586	600
030 5030-068-440	Training Expense	-	-	1,567	1,500	100	100	1,000
030 5030-068-450	Publication and Dues	9,866	7,355	15,327	10,000	1,821	11,000	10,000
030 5030-068-460	Postage	190	202	140	200	92	125	200
030 5030-068-490	Special Consumables	76,764	65,078	78,360	75,000	27,034	64,828	70,000
030 5030-068-520	Insurance, Liability	4,200	4,200	4,200	5,882	2,942	5,882	5,882
030 5030-068-660	Other Expense	540	495	540	1,000	329	752	1,000
030 5030-068-730	Othe Machinery/Equipment	5,871	10,005	9,457	6,000	-	-	5,000
TOTAL		467,107	468,587	522,709	533,582	245,095	532,925	563,682

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
SEWER REVOLVING								
082 4210	Transfers from Other Funds	426,943	746,480	13,420,955	-	-	-	
082 4220	Transfers to Other Funds	(427,660)	(664,392)	(14,986,747)	(3,710,594)	(98,557)	(657,000)	
082 4601	Interest on Investments	102,680	94,038	200,703	75,000	101,001	192,760	220,000
082 4891	Service Connection Fees	39,236	36,140	22,752	25,000	4,248	16,978	15,000
082 4892	Acreage Fees - Developers	187,647	99,075	105,916	105,000	95,104	120,037	120,000
082 4897	Interdepartmental Serv Charg	227,712	227,898	227,646	228,000	112,692	229,352	229,000
082 4995	Reimbursements & Refunds	-	-	65,905	-	-	-	
TOTAL REVENUE		557,276	457,151	622,922	433,000	313,047	559,127	584,000

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
SEWER REVOLVING - EQUIPMENT REPLACEMENT								
082 5030-095-720	Automotive Equipment	-	-	-	706,370	-	-	756,000
082 5030-095-730	Other Machinery/Equipment	-	-	103,750	201,000	2,035	13,500	51,600
082 5030-095-740	Computer Equipment	-	-	-	-	-	-	-
TOTAL		-	-	103,750	907,370	2,035	13,500	807,600

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
WASTEWATER TREATMENT CAPITAL RESERVE								
086 4210	Transfers from Other Funds	410,000	500,000	89,564	-	-	-	
086 4220	Transfers to Other Funds	(720,866)	(2,277,550)	(308,012)	(6,245,000)	-	(121,667)	(7,223,575)
086 4601	Interest on Investments	112,788	95,988	94,006	80,000	130,198	241,966	150,000
086 4873	Treatment Plant Connection F	665,990	934,600	692,327	700,000	368,133	568,358	600,000
086 4897	Interdepartmental Serv Charg	204,872	209,596	222,923	230,870	115,634	231,848	230,000
086 4992	Sale of Personal Property	-	70,248	-	-	-	-	
086 4999	Other Revenues	-	-	46,742	-	-	-	
TOTAL REVENUE		983,651	1,310,431	1,055,998	1,010,870	613,965	1,042,172	980,000

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
WASTEWATER CAPITAL RESERVE - EQUIPMENT REPLACEMENT								
086 5030-095-720	Automotive Equipment	-	98,465	-	285,000	-	-	285,000
086 5030-095-730	Other Machinery/Equipment	-	-	-	57,000	-	64,556	40,000
TOTAL		-	98,465	-	342,000	-	64,556	325,000

SOLID WASTE

ANNUAL BUDGET



FY 2024/2025

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
SOLID WASTE FUND								
031 4210	Transfers from Other Funds	1,000,000	-	350,000	-	-		-
031 4220	Transfers to Other Funds	-	-	(52,815)	-	(17,168)	(17,168)	-
031 4516	State Grants	14,942	19,360	74,995	36,800	31,985	31,985	32,000
031 4601	Interest on Investments	55	841	-	-	-	-	-
031 4861	Residential Refuse Charges	3,236,655	3,315,292	3,347,541	3,350,000	1,702,861	4,091,041	4,150,448
031 4862	Commercial Refuse Charges	2,479,869	2,616,441	2,777,398	2,800,000	1,428,548	3,488,645	4,215,000
031 4863	Roll-Off Refuse Charges	612,227	689,790	716,551	710,000	291,910	725,499	778,000
031 4864	Recycling Revenues	1,147	2,624	2,041	2,000	-	3,277	3,500
031 4998	Penalties	6,802	18,819	86,482	86,000	45,735	106,736	110,000
031 4999	Other Revenues	4,824	5,537	7,027	6,800	3,865	7,156	7,500
TOTAL REVENUE		6,356,521	6,668,704	7,012,035	6,991,600	3,504,904	8,454,339	9,296,448

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
REFUSE COLLECTION AND DISPOSAL								
031 5030-080-010	Salaries, Regular	760,804	718,741	842,541	842,500	419,800	833,799	855,100
031 5030-080-020	Salaries, Part-time	-	-	-	-	-	-	-
031 5030-080-030	Salaries, Overtime	139,855	171,193	179,431	180,000	100,416	164,746	180,000
031 5030-080-040	Car Allowance	-	-	-	-	-	-	-
031 5030-080-090	Benefits	523,203	536,881	633,627	650,000	308,283	656,478	676,582
031 5030-080-110	Vehicle Maintenance	897,827	911,005	1,169,304	1,000,000	679,130	1,386,936	1,350,000
031 5030-080-120	Building/Grounds Maint	7,713	5,900	7,867	8,000	4,104	7,789	8,000
031 5030-080-140	Computer Equipment Maint	20,574	18,229	21,562	24,000	2,352	21,234	24,000
031 5030-080-190	Other Equipment Maint	182,405	189,439	186,197	187,000	93,727	192,960	187,000
031 5030-080-220	Printing/Copying	15,172	17,170	16,167	16,000	9,768	18,847	17,000
031 5030-080-230	Professional/Temp Service	1,062,891	1,141,697	1,112,952	1,150,000	354,811	1,121,010	1,125,000
031 5030-080-260	Rent of Property & Equipmt	1,196	1,296	1,209	1,500	405	966	1,500
031 5030-080-280	Administrative Expense	568,959	596,985	627,960	629,244	313,880	788,996	730,000
031 5030-080-320	Office/Computer Supplies	5,109	4,646	3,580	5,000	1,042	2,972	5,000
031 5030-080-340	Maint and Repair Materials	14,217	17,404	12,063	15,000	5,513	15,713	15,000
031 5030-080-350	Tools/Equipment (under \$1,000)	3,886	3,557	700	3,000	695	2,871	3,000
031 5030-080-410	Meeting Expense	322	61	126	300	-	52	500
031 5030-080-420	Utilities	21,870	29,639	29,258	29,500	13,829	29,969	29,500
031 5030-080-430	Uniform Allowance	8,520	12,732	9,868	10,000	6,378	12,956	12,500
031 5030-080-440	Training Expense	205	202	-	500	-	-	500
031 5030-080-450	Publication and Dues	2,850	2,403	1,412	2,500	6,173	6,654	6,000
031 5030-080-460	Postage	26,390	37,652	37,904	38,000	23,202	50,665	50,000
031 5030-080-520	Insurance, Liability	42,000	42,000	42,000	58,830	29,418	58,830	58,830
031 5030-080-660	Other Expense	7,766	10,776	17,131	10,000	6,912	16,177	15,000
031 5030-080-670	Franchise Fee	249,545	249,545	249,545	249,545	124,775	249,545	249,545
031 5030-080-710	Office Equipment (over \$1000)	1,431	-	-	-	-	-	-
031 5030-080-730	Other Mach/Equipment	-	-	-	-	-	-	-
TOTAL		4,564,711	4,719,153	5,202,405	5,110,419	2,504,614	5,640,165	5,599,557

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
GREEN WASTE								
031 5030-081-010	Salaries, Regular	86,986	93,579	95,478	96,000	48,748	104,127	106,650
031 5030-081-090	Benefits	44,955	51,943	56,741	64,000	26,118	69,147	67,500
031 5030-081-110	Vehicle Maintenance	311,239	259,929	349,642	350,000	148,832	307,887	325,000
031 5030-081-190	Other Equipment Maint	84,000	84,000	84,000	84,000	42,000	84,000	84,000
031 5030-081-230	Professional/Temp Service	301,555	304,991	340,403	340,500	134,750	477,607	375,000
031 5030-081-340	Maint and Repair Materials	921	903	2,538	2,500	344	690	2,500
031 5030-081-430	Uniform Allowance	1,656	1,849	2,710	2,800	898	2,252	2,800
031 5030-081-520	Insurance, Liability	13,800	13,800	13,800	19,330	9,664	19,330	19,330
031 5030-081-660	Other Expense	-	416	241	500	-	-	500
031 5030-081-670	Franchise Fee	83,181	83,181	83,181	83,181	41,589	83,181	83,181
TOTAL		928,292	894,591	1,028,733	1,042,811	452,944	1,148,221	1,066,461

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
STREET SWEEPING								
031 5030-083-010	Salaries, Regular	58,597	62,959	64,164	64,200	34,631	70,129	71,682
031 5030-083-030	Salaries, Overtime	332	665	239	250	-	-	-
031 5030-083-090	Benefits	36,333	41,430	44,439	48,000	22,178	49,301	50,000
031 5030-083-110	Vehicle Maintenance	160,027	147,613	163,334	160,000	83,754	169,960	170,000
031 5030-083-190	Other Equipment Maint	-	187	-	-	-	-	-
031 5030-083-230	Professional/Temp Service	649	634	732	1,000	288	692	1,000
031 5030-083-340	Maint and Repair Materials	777	1,042	744	1,000	322	655	1,000
031 5030-083-430	Uniform Allowance	902	1,029	1,026	1,000	345	935	1,000
031 5030-083-440	Training Expense	-	-	385	-	-	-	-
031 5030-083-450	Publication and Dues	85	85	155	150	-	-	150
031 5030-083-660	Other Expense	21	-	-	-	-	-	-
TOTAL		257,723	255,644	275,217	275,600	141,518	291,672	294,832

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

CURBSIDE RECYCLEABLES COLLECTION

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
031 5030-084-010	Salaries, Regular	73,903	70,801	69,603	70,800	36,086	85,253	84,563
031 5030-084-090	Benefits	40,576	39,257	40,154	45,000	18,865	56,413	53,650
031 5030-084-110	Vehicle Maintenance	161,704	145,007	125,855	145,000	63,109	135,062	140,000
031 5030-084-190	Other Equipment Maint	60,000	60,000	60,000	60,000	30,000	60,000	60,000
031 5030-084-220	Printing/Copying	-	-	896	900	-	-	-
031 5030-084-230	Professional/Temp Service	180,503	182,823	213,025	215,000	64,811	180,973	195,000
031 5030-084-280	Administrative Expense	3,123	3,123	3,123	3,123	1,562	3,123	3,123
031 5030-084-430	Uniform Allowance	200	204	100	200	-	-	-
031 5030-084-670	Franchise Fee	2,957	2,957	2,957	2,957	1,481	2,957	2,957
TOTAL		522,966	504,172	515,713	542,980	215,914	523,781	539,293

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
RECYCLABLE WASTE								
031 5030-085-010	Salaries, Regular	70,364	78,529	63,713	78,500	22,610	82,481	74,634
031 5030-085-030	Salaries, Overtime	788	3,457	1,769	2,000	-	-	2,000
031 5030-085-090	Benefits	41,698	51,291	41,877	45,000	11,933	56,771	49,760
031 5030-085-110	Vehicle Maintenance	119,661	117,240	115,993	120,000	50,856	99,955	120,000
031-5030-085-120	Building/Grounds Maint	-	-	2,600	-	-	-	-
031 5030-085-190	Other Equipment Maint	120	120	146	200	160	340	360
031 5030-085-220	Printing/Copying	-	-	2,901	2,500	-	-	1,000
031 5030-085-230	Professional/Temp Service	79,347	95,186	101,222	101,500	39,056	138,685	125,000
031 5030-085-320	Office/Computer Supplies	-	-	-	-	-	-	-
031 5030-085-340	Maint and Repair Materials	341	334	415	500	127	655	1,000
031 5030-085-450	Publications and Dues	-	-	465	500	-	-	-
031 5030-085-460	Postage	20	98	-	-	-	-	-
TOTAL		312,338	346,256	331,101	350,700	124,742	378,887	373,754

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

GRAFFITI REMOVAL

031 5030-087-010 Salaries, Regular
031 5030-087-090 Benefits
031 5030-087-110 Vehicle Maintenance
031 5030-087-120 Building/Grounds Maint
031 5030-087-190 Other Equipment Maint
031 5030-087-230 Professional/Temp Service
031 5030-087-320 Office and Computer Supplies
031 5030-087-340 Maint and Repair Materials
031 5030-087-520 Insurance, Liability
031 5030-087-660 Other Expense

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
17,083	18,145	18,625	19,000	8,702	18,873	19,000
10,573	12,141	12,906	14,000	5,811	14,491	14,000
1,624	1,177	1,883	2,000	2,476	3,941	4,000
-	-	-	-	-	-	-
120	120	120	200	160	340	360
61,161	66,687	65,725	65,800	30,028	68,862	65,800
39	17	-	-	29	29	-
2,219	2,434	2,423	2,500	1,094	1,917	2,500
900	900	900	1,260	630	1,260	1,260
	-	-	-	-	-	-
93,719	101,622	102,581	104,760	48,930	109,713	106,920

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
SOLID WASTE RESERVE - EQUIPMENT REPLACEMENT								
081 4210	Transfers from Other Funds	-	-	52,815	-	17,168	17,168	
081 4220	Transfers to Other Funds	(1,000,000)	-	(350,000)	(760,000)	-	-	
081 4516	State Grants	-	-	-	17,168	-	-	
081 4517	Federal Grants	800,982	-	-	-	-	-	
081 4601	Interest on Investments	90,733	70,360	165,357	110,000	104,246	209,000	230,000
081 4897	Interdepartmental Serv Charge	833,442	833,070	833,993	834,000	416,867	856,500	855,000
081 4992	Sale of Personal Property	-	-	-	-	-	-	
TOTAL REVENUE		1,725,157	903,430	999,350	961,168	521,113	1,065,500	1,085,000

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
SOLID WASTE RESERVE - EQUIPMENT REPLACEMENT								
081 5030-095-720	Automotive Equipment	922,259	-	-	1,841,000	279,894	989,376	55,000
081 5030-095-730	Other Machinery/Equipment	251,761	367,545	268,521	450,000	269,133	353,507	450,000
081 5030-095-810	Non Fixed Asset Capital	155,246	33,675	17,040	-	-	-	-
TOTAL		1,329,265	401,220	285,561	2,291,000	549,027	1,342,883	505,000

AIRPORT

ANNUAL BUDGET



FY 2024/2025

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
AIRPORT								
032 4001	Current secured	3,445	3,328	4,280	4,280	-	6,254	6,300
032 4516	State grants	10,000	10,000	10,000	10,000	-	10,000	10,000
032 4517	Federal grants	30,000	13,000	32,000	-	-	-	
032 4601	Interest on Investments	47,596	45,103	93,745	50,000	59,723	110,000	120,000
032 4604	Rent of land	173,475	187,564	198,975	200,000	141,140	206,301	206,900
032 4606	Rent of land - agricultural	36,630	38,816	40,889	41,100	21,552	39,864	39,864
032 4607	Rent of Buildings	6,300	6,300	6,300	6,300	3,150	6,300	6,300
032 4608	Rent of hangars	38,480	44,968	46,230	46,230	23,071	45,961	46,230
032 4821	Restaurant concession	3,065	15,105	15,987	16,420	8,244	16,664	16,700
032 4822	Fuel and oil sales	1,568,727	1,678,936	1,232,769	1,300,000	688,081	1,258,851	1,260,000
032 4822.01	Fuel flow fees	29,015	31,948	2,757	3,000	-	-	3,000
032 4823	Tie-down fees	560	553	492	480	240	480	480
032 4824	Landing fees	99,818	94,320	27,780	30,000	18,420	30,000	30,000
032 4998	Penalties	882	1,170	1,121	1,000	430	1,046	1,000
032 4999	Other revenues	350	400	400	-	330	380	400
TOTAL REVENUES		2,048,343	2,171,510	1,713,725	1,708,810	964,380	1,732,101	1,747,174
032 4210	Transfers from Other Funds	-	-	-	-	-	-	-
032 4220	Transfers to Other Funds	-	-	(47,194)	(755,000)	(107,410)	(257,410)	(675,000)
NET TRANSFERS		-	-	(47,194)	(755,000)	(107,410)	(257,410)	(675,000)

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
AIRPORT								
032-5070-001-010	Salaries, Regular	126,730	129,814	143,944	154,932	73,282	146,563	233,904
032-5070-001-020	Salaries, Part-time	-	6,078	25,825	28,000	10,731	21,462	30,000
032-5070-001-030	Salaries, Overtime	6,053	5,948	2,591	4,000	1,012	2,023	4,000
032-5070-001-090	Benefits	86,963	92,710	104,942	117,337	50,733	101,467	171,310
032-5070-001-110	Vehicle Maint	93,062	90,403	90,730	105,000	43,602	88,349	95,000
032-5070-001-120	Building/Grounds Maint	16,937	12,472	17,717	30,000	4,071	8,142	20,000
032-5070-001-140	Computer Maint	1,092	8,556	6,836	10,000	764	6,881	10,000
032-5070-001-180	Fueling System Maint	11,908	17,946	15,910	20,000	5,163	16,645	20,000
032-5070-001-190	Other Equip Maint	898	508	348	5,000	1,243	1,383	5,000
032-5070-001-210	Advertising	696	707	736	1,000	305	710	1,000
032-5070-001-220	Printing / Copying	-	-	90	100	-	-	100
032-5070-001-230	Professional/Temp Service	61,086	978	1,282	2,000	503	1,220	2,000
032-5070-001-260	Rent of Property & Equipment	-	-	-	-	-	-	-
032-5070-001-280	Administrative Expense	114,878	91,698	68,422	72,800	38,670	77,338	72,800
032-5070-001-290	Processing Fee	58,929	55,639	40,188	45,000	20,698	41,396	45,000
032-5070-001-310	Aviation Fuels & Lubricants	733,519	1,109,690	859,738	900,000	474,992	949,984	925,000
032-5070-001-320	Office/Computer Supplies	758	222	279	500	203	840	500
032-5070-001-330	Janitorial Supplies	11	-	771	1,000	-	-	500
032-5070-001-350	Tools/Equipment (under \$1,000)	140	1,356	1,016	2,000	-	160	2,000
032-5070-001-410	Meeting Expense	-	-	-	2,000	1,554	1,554	2,000
032-5070-001-420	Utilities	53,898	64,336	69,247	75,000	32,629	69,345	75,000
032-5070-001-430	Uniform Allowance	10	466	1,088	1,200	40	100	1,200
032-5070-001-440	Training Expense	-	-	-	-	-	-	-
032-5070-001-450	Publication and Dues	328	328	350	500	206	556	500
032-5070-001-460	Postage	-	-	19	100	16	32	100
032-5070-001-520	Insurance, Liability	22,000	22,000	22,000	22,000	15,408	30,816	22,000
032-5070-001-660	Other Expense	7,484	70	215	500	-	62	500
032-5070-001-730	Other Mach/Equip (over \$1000)	-	22,536	24,905	-	-	2,400	5,000
032-5070-001-750	Special Aviation	-	-	-	5,000	-	-	-
TOTAL		1,397,380	1,734,460	1,499,191	1,604,969	775,824	1,569,428	1,744,414

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
AIRPORT REPLACEMENT AND DEVELOPMENT								
090 4516	State grants	49,170	-	-	150,000	-	-	150,000
090 4517	Federal grants	162,896	56,250	749,130	4,764,600	731,684	2,433,680	2,331,000
090 4601	Interest on investments	(23,995)	4,415	6,355	4,000	3,695	6,390	4,000
090 4897	Interdepartmental serv charges	84,186	84,186	84,400	96,400	42,321	84,642	96,000
090 4992	Sale of personal Property	-	1,011	-	-	-	-	-
TOTAL		272,257	145,862	839,885	5,015,000	777,700	2,524,712	2,581,000
090 4210	Transfers from Other Funds	-	-	47,194	755,000	107,410	513,055	675,000
090 4220	Transfers to Other Funds	(273,173)	(59,401)	(837,187)	(5,669,600)	(826,204)	(2,880,178)	(3,149,312)
NET TRANSFERS		(273,173)	(59,401)	(789,993)	(4,914,600)	(718,793)	(2,311,161)	(2,774,312)

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
AIRPORT REPLACEMENT AND DEVELOPMENT FUND								
090 5030-095-720	Automotive Equipment	-	-	259,987	60,000	-	-	60,000
090 5070-001-750	Special Aviation	-	-	-	-	-	513,055	675,000
TOTAL		-	-	259,987	60,000	-	-	60,000

GOLF COURSE

ANNUAL BUDGET



FY 2024/2025

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
GOLF COURSE OPERATIONS FUND								
033 4210	Transfers from Other Funds	69,000	69,000	69,000	69,000	34,500	69,000	69,000
033 4851	Green Fees	113,385	115,657	126,355	125,000	79,946	145,059	145,000
033 4852	Golf Membership Fees	27,100	30,680	28,605	30,000	24,265	42,455	40,000
033 4853	Locker Fees	710	855	235	500	-	1,265	500
033 4854	Golf Cart Rentals	119,708	108,715	94,688	95,000	61,131	122,261	110,000
033 4992	Sale of Personal Property			-	-	3,650	3,650	-
033 4999	Other Revenues	30	135	3,696	100	508	508	100
TOTAL REVENUE		260,933	256,042	253,579	250,600	169,500	315,198	295,600

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

GOLF COURSE

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
033-5050-070-010	Salaries, Regular	100,512	98,427	104,963	106,452	54,294	108,589	108,000
033-5050-070-020	Salaries, Part-time	17,722	20,326	28,759	22,000	12,369	24,738	25,000
033-5050-070-030	Salaries, Overtime	-	438	-	-	345	345	500
033-5050-070-090	Benefits	65,244	63,468	81,425	79,272	38,315	76,630	75,000
033-5050-070-110	Vehicle Maintenance	60,901	69,347	71,870	57,000	28,017	58,786	60,000
033-5050-070-120	Building/Grounds Maint	22,942	28,028	32,642	32,000	19,471	29,193	32,000
033-5050-070-190	Other Equipment Maint	9,899	13,156	10,324	10,000	8,539	11,566	12,000
033-5050-070-210	Advertising	-	-	141	-	-	-	-
033-5050-070-220	Printing/Copying	-	-	-	-	-	-	-
033-5050-070-230	Professional/Temp Service	61,721	64,685	60,268	62,000	35,141	64,039	62,000
033-5050-070-260	Rent of Property & Equipment	187	-	8,575	29,000	11,575	25,257	29,000
033-5050-070-280	Administrative Expense	23,484	23,044	22,822	22,554	15,255	27,357	28,000
033-5050-070-350	Tools/Equipment (under \$1,000)	1,427	705	2,303	2,000	1,201	2,042	2,000
033-5050-070-420	Utilities	103,394	109,559	110,021	115,000	60,950	113,342	115,000
033-5050-070-430	Uniform Allowance	614	806	461	800	385	742	800
033-5050-070-520	Insurance, Liability	8,925	8,925	8,925	8,925	6,249	12,501	12,501
033-5050-070-650	Depreciation Expense	-	-	-	15,000	-	-	-
033-5050-070-660	Other Expense	14,494	15,647	14,965	-	10,910	19,709	18,000
033-5050-070-730	Other Mach/Equip (over \$1,000)	1,186	-	-	-	-	-	-
TOTAL		492,652	516,561	558,464	562,003	303,017	574,836	579,801

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
GOLF COURSE REPLACEMENT FUND								
091 4220	Transfers to Other Funds	-	-	-	(29,000)	-	(29,000)	(29,000)
091 4601	Interest on Investments	3,140	3,247	7,452	2,500	4,807	7,824	5,000
091 4897	Interdepartmental Serv Charges	51,408	51,810	54,292	60,672	25,771	50,625	51,000
091 4992	Sale of Personal Property	263	720	7,466	-	225	225	-
TOTAL REVENUE		54,810	55,777	69,210	63,172	30,803	58,674	56,000

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

GOLF COURSE REPLACEMENT FUND

091 5030-095-720 Automotive Equipment
091 5030-095-730 Other Machinery/Equipment

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
-	10,846	-	-	-	-	-
-	-	51,715	22,000	-	12,907	-
-	10,846	51,715	22,000	-	12,907	-

WATER

ANNUAL BUDGET



FY 2024/2025

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
WATER OPERATING FUND								
034 4210	Transfers from Other Funds	881	1,865	-	-	-	-	-
034 4220	Transfers to Other Funds	(5,000,000)	(5,000,000)	(3,000,000)	(4,000,000)	-	(4,000,000)	(2,175,000)
034 4601	Interest on Investments	68,735	48,432	71,371	50,000	14,262	41,438	45,000
034 4818	Code Enforcement Fees	8,600	20,500	11,900	10,000	7,700	8,800	9,500
034 4881	Water Sales	12,949,264	13,056,832	12,094,936	13,000,000	7,335,921	12,951,564	12,860,000
034 4881.5	Recycled Water			-	265,000	-	-	265,000
034 4882	Meter Installation Charges	4,521	5,959	16,800	15,000	13,610	27,220	29,000
034 4883	Water Service Charges	32,173	15,120	109,078	105,000	61,860	111,130	111,000
034 4992	Sale of Personal Property	-	-	1,585	-	-	-	-
034 4995	Reimbursement and Refunds	-		7,419	-	-	-	-
034 4998	Penalties	737	34,188	192,830	190,000	121,392	206,312	210,000
034 4999	Other Revenues	14,647	530	22,100	10,000	(37,995)	13,644	10,000
TOTAL REVENUE		13,078,677	13,181,562	12,528,019	13,645,000	7,516,750	13,360,108	13,539,500

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
WATER DISTRIBUTION								
034 5030-070-010	Salaries, Regular	736,263	569,735	729,641	732,500	439,049	843,654	852,662
034 5030-070-020	Salaries, Part-time	-	-	-	100,000	-	-	-
034 5030-070-030	Salaries, Overtime	15,010	16,489	28,276	28,500	13,910	25,197	25,000
034 5030-070-040	Car Allowance	4,800	4,800	4,800	4,800	2,400	4,800	4,800
034 5030-070-090	Benefits	468,935	387,349	524,369	550,000	287,034	570,939	598,222
034 5030-070-110	Vehicle Maintenance	253,099	254,375	315,093	315,500	190,804	374,961	375,000
034 5030-070-120	Building/Grounds Maint	12,179	14,843	24,022	23,900	10,071	14,447	20,000
034 5030-070-140	Computer Equipment Maint	7,413	7,431	52,678	55,000	44,500	47,980	50,000
034 5030-070-190	Other Equipment Maint	230,691	306,866	225,992	230,500	124,560	274,617	247,000
034 5030-070-210	Advertising	48,425	35,299	30,975	35,000	11,056	30,266	35,000
034 5030-070-220	Printing/Copying	10,066	11,890	15,278	15,000	4,190	14,855	15,000
034 5030-070-230	Professional/Temp Service	19,350	24,492	12,300	25,000	16,108	51,668	125,000
034 5030-070-260	Rent of Property & Equipmt	208	687	679	5,000	776	1,858	5,000
034 5030-070-280	Administrative Expense	1,189,564	1,202,881	1,141,037	1,224,200	692,251	1,190,537	1,227,000
034 5030-070-320	Office/Computer Supplies	5,895	3,678	2,694	5,000	2,051	4,964	5,000
034 5030-070-340	Maint and Repair Materials	326,784	289,616	291,041	289,600	145,446	324,086	290,000
034 5030-070-350	Tools/Equipment (under \$1,000)	24,244	33,329	57,649	55,000	19,074	31,637	55,000
034 5030-070-370	New Water Service	12,175	17,854	119,571	120,000	22,195	104,993	120,000
034 5030-070-390	Water Purchases	181,608	392,635	1,347,610	2,300,000	1,230,200	1,535,683	1,120,000
034 5030-070-410	Meeting Expense	291	608	126	1,000	-	75	1,000
034 5030-070-420	Utilities	1,300,362	1,479,619	1,922,334	1,950,000	731,135	1,466,010	1,850,000
034 5030-070-430	Uniform Allowance	15,640	13,414	13,680	14,500	9,805	15,820	14,500
034 5030-070-440	Training Expense	100	320	5,870	10,000	20,552	22,507	10,000
034 5030-070-450	Publication and Dues	4,280	3,998	5,728	6,000	8,978	10,869	6,000
034 5030-070-460	Postage	26,322	29,646	46,081	46,500	23,243	58,414	46,500
034 5030-070-520	Insurance, Liability	36,000	36,000	36,000	50,425	25,213	50,425	50,424
034 5030-070-620	Debt Redemption/Fiscal Chgs	1,200,194	1,061,560	1,079,311	1,370,050	685,024	1,370,049	1,370,049
034 5030-070-650	Depreciation Expense	155,162	155,162	155,162	165,200	77,582	155,162	155,160
034 5030-070-660	Other Expense	251,888	258,252	299,573	315,200	208,729	310,940	315,200
034 5030-070-670	Franchise Fee	332,724	332,724	332,724	332,724	166,362	332,724	332,724
034 5030-070-710	Office Equipment (over \$1,000)	1,431	-	-	-	-	-	-
034 5030-070-730	Other Mach/Equip (over 1,000)	56,951	96,153	95,407	95,500	19,627	41,211	70,000
034 5030-070-740	Computer Equip (over \$1,000)	-	-	-	-	-	-	-
TOTAL		6,928,055	7,041,703	8,915,701	10,471,599	5,231,925	9,281,348	9,391,241

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
WATER METER READING/CUSTOMER SERVICE								
034 5030-071-010	Salaries, Regular	141,652	135,052	183,518	184,500	96,256	198,172	199,284
034 5030-071-020	Salaries, Part-time	38,823	40,217	-	-	-	-	-
034 5030-071-030	Salaries, Overtime	-	8	2,407	5,000	1,311	2,514	5,000
034 5030-071-090	Benefits	114,354	117,151	123,463	130,000	64,778	144,667	146,105
034 5030-071-110	Vehicle Maintenance	37,702	48,842	52,041	52,500	30,042	68,454	59,000
034 5030-071-190	Other Equipment Maint	8,400	4,800	5,200	5,500	2,600	5,200	5,500
034 5030-071-230	Professional/Temp Service	-	-	96	-	-	-	-
034 5030-071-320	Office/Computer Supplies	-	-	-	-	11	32	-
034 5030-071-340	Maint and Repair Materials	759	566	570	2,500	127	382	2,500
034 5030-071-350	Tools/Equipment (under \$1,000)	55	208	2,185	2,200	886	1,377	2,000
034 5030-071-420	Utilities	2,851	3,045	3,030	3,500	1,392	2,901	3,500
034 5030-071-430	Uniform Allowance	2,675	2,065	2,837	3,000	923	2,186	3,000
034 5030-071-440	Training Expense	-	-	-	-	-	-	-
034 5030-071-520	Insurance, Liability	2,400	2,400	2,400	3,362	1,682	3,362	3,362
034 5030-071-660	Other Expense	-	-	-	-	-	-	-
TOTAL		349,670	354,354	377,748	392,062	200,008	429,247	429,251

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
WATER QUALITY ASSURANCE								
034 5030-072-010	Salaries, Regular	210,806	223,265	198,206	202,500	100,323	206,831	210,379
034 5030-072-030	Salaries, Overtime	-	-	-	1,000	-	1,008	1,000
034 5030-072-090	Benefits	114,587	128,502	118,793	125,000	55,399	134,514	133,420
034 5030-072-110	Vehicle Maintenance	44,310	42,100	43,267	45,000	16,834	34,910	45,000
034 5030-072-190	Other Equipment Maintenance	60,000	60,000	58,473	60,000	17,622	35,121	60,000
034 5030-072-220	Printing/Copying	-	-	-	-	-	-	-
034 5030-072-230	Professional/Temp Service	50,003	45,480	92,480	92,500	43,928	80,420	92,500
034 5030-072-320	Office/Computer Supplies	384	-	-	500	-	-	-
034 5030-072-340	Maint & Repair Materials	16,579	15,896	16,117	18,500	5,394	16,070	18,500
034 5030-072-350	Tools/Equipment (under \$1,000)	1,457	1,306	290	5,000	247	869	5,000
034 5030-072-430	Uniform Allowance	-	-	-	-	-	-	-
034 5030-072-460	Postage	-	-	17	-	-	-	-
034 5030-072-490	Special Consumables	12,842	13,018	24,154	24,500	(2,130)	2,226	18,000
034 5030-072-520	Insurance, Liability	3,300	3,300	3,300	4,622	2,312	4,622	4,622
034 5030-072-660	Other Expense	-	-	-	1,000	-	-	-
034 5030-072-730	Other Mach/Equip (over \$1,000)	-	-	-	-	-	3,051	-
TOTAL		514,269	532,866	555,096	580,122	239,927	519,642	588,421

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
HYDRANT TESTING								
034 5030-073-010	Salaries, Regular	-	103,689	137,110	213,154	81,669	161,110	213,154
034 5030-073-030	Salaries, Overtime	-	2,117	84	1,000	1,100	1,329	1,000
034 5030-073-090	Benefits	-	69,435	97,974	128,104	51,856	115,369	128,104
034 5030-073-110	Vehicle Maintenance	-	-	-	40,500	-	-	40,500
034 5030-073-230	Professional/Temp Service	-	185	250	1,000	215	425	1,000
034 5030-073-320	Office/Computer Supplies	-	-	-	500	-	-	-
034 5030-073-340	Maint and Repair Materials	-	1,364	1,932	7,500	-	-	7,500
034 5030-073-350	Tools/Equipment (under \$1,000)	533	-	1,875	2,000	-	-	200
034 5030-073-660	Other Expense	-	-	-	1,000	-	-	1,000
034 5030-073-720	Automotive Equipment	-	-	-	175,000	-	-	175,000
034 5030-073-730	Other Mach/Equipment (over \$1,	2,887	5,094	17,486	15,000	-	-	15,000
TOTAL		3,420	181,884	256,710	584,758	134,841	278,233	582,458

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
RECYCLED WATER								
034 5030-074-010	Salaries, Regular	-	-	-	120,000	-	291	120,000
034 5030-074-030	Salaries, Overtime	-	-	-	-	-	498	-
034 5030-074-090	Benefits	-	-	-	85,000	-	557	85,000
034 5030-074-340	Maint and Repair Materials	-	-	-	5,000	480	4,032	5,000
034 5030-074-350	Tools/Equipment (under \$1,000)	-	-	-	2,000	-	572	2,000
034 5030-074-420	Utilities	-	-	569	1,200	3,120	19,228	20,000
034 5030-074-490	Special Consumables	-	-	-	42,000	5,578	5,577	8,000
034 5030-074-660	Other Expense	-	-	-	1,000	-	5,391	2,500
034 5030-074-730	Other Mach/Equip over (\$1,000)			-	-	1,804	1,804	2,000
TOTAL		-	-	569	256,200	10,982	37,950	244,500

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
WATER REPLACEMENT								
080 4210	Transfers from Other Funds	5,000,000	500,000	3,000,000	4,000,000	-	4,000,000	1,000,000
080 4220	Transfers to Other Funds	(2,366,999)	(18,029,446)	(14,488,622)	(26,948,656)	(611,433)	(5,442,123)	(29,341,913)
080 4516	State Grants	1,817,901	1,078,101	81,200	3,000,000	-	-	3,000,000
080 4601	Interest on Investments	245,100	183,244	424,226	250,000	272,784	446,646	400,000
080 4891	Service Connection Fees	20,814	38,639	7,389	7,000	11,242	17,488	20,000
080 4892	Acreage Fees - Developers	332,954	289,845	157,440	150,000	179,692	218,416	220,000
080 4897	Interdepartmental Serv Charge	559,622	565,650	584,268	605,000	302,595	605,188	605,000
080 4992	Sale of Personal Property	3,223	2,754	-	-	1,421	1,421	-
TOTAL REVENUE		2,979,613	2,158,232	1,254,524	4,012,000	767,733	1,289,159	4,245,000

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
WATER REPLACEMENT - EQUIPMENT REPLACEMENT								
080 5030-095-720	Automotive Equipment	-	152,190	37,838	105,000	-	-	345,000
080 5030-095-730	Other Machinery/Equipment	-	269,845	587,342	575,000	-	757,358	150,000
080 5030-095-740	Computer Equipment	-	-	-	-	-	-	5,000
TOTAL		-	422,035	625,180	680,000	-	757,358	500,000

RISK MANAGEMENT

ANNUAL BUDGET



FY 2024/2025

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
RISK MANAGEMENT								
050 4220	Transfers to Other Funds	(73,563)	(13,733)	(11,708)	(405,000)	(128,202)	(396,186)	(360,000)
050 4601	Interest on Investments	12,496	-	16,290	-	-	-	
050 4901	Liability Insurance	514,916	621,116	621,116	870,000	435,000	870,000	870,000
050 4902	Health & Life Insurance	5,189,858	5,057,698	5,186,895	5,900,000	2,943,147	5,992,274	6,200,000
050 4903	Unemployment Insurance	121,130	123,943	145,651	125,000	67,111	133,874	140,000
050 4904	Workers Compensation Insurance	1,411,309	1,467,734	1,663,952	1,700,000	823,181	1,656,181	1,700,000
050 4905	Automobile Insurance	178,110	188,311	191,930	564,000	249,090	518,276	540,000
050 4998	Penalties	942	874	273	250	(42)	100	200
050 4999	Other Revenues			(217)	-	-	-	-
TOTAL		7,428,761	7,459,675	7,825,890	9,159,250	4,517,487	9,170,705	9,450,200

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS - RISK MANAGEMENT
2024/25

ADMINISTRATION

050-5011-015-010 Salaries, Regular
050-5011-015-090 Benefits
050-5011-015-190 Other Equipment Maint
050-5011-015-220 Printing/Copying
050-5011-015-410 Meeting Expense
050-5011-015-440 Training Expense
050-5011-015-450 Publication and Dues
050-5011-015-660 Other Expense
050-5011-015-710 Office equipment (over \$1,000)

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
147,097	142,273	157,972	186,277	89,632	194,972	179,739
80,846	79,012	88,848	105,396	47,712	122,355	108,595
372	186	407	407	204	500	400
-	-	-	-	-	-	-
-	160	336	350	184	254	350
430	2,323	3,346	3,500	-	2,316	3,500
268	300	-	300	-	300	300
1,556	1,409	332	800	-	196	800
-	887	-	700	-	-	700
230,569	226,550	251,241	297,730	137,732	320,893	294,384

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS - RISK MANAGEMENT
2024/25

RM LIABILITY

050-5011-016-540 Administration & Premiums
050-5011-016-550 Loss Control Services
050-5011-016-560 Claims (Expected Losses)

TOTAL

RM PROPERTY

050-5011-017-540 Administration & Premiums
050-5011-017-560 Claims (Expected Losses)

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
815,948	908,599	1,077,252	1,200,000	1,145,664	1,520,662	1,630,000
5,346	4,735	2,148	2,500	-	2,147	2,500
	(71,849)	14,447	10,000	10,581	61,218	10,000
821,294	841,484	1,093,847	1,212,500	1,156,245	1,584,027	1,642,500
521,634	801,756	989,541	1,100,000	1,291,571	1,291,571	1,460,000
3,100	-	13,303	-	-	-	-
524,734	801,756	1,002,844	1,100,000	1,291,571	1,291,571	1,460,000

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS - RISK MANAGEMENT
2024/25

RM WORKERS COMPENSATION

050-5011-018-540 Administration & Premiums
050-5011-018-550 Loss Control Services
050-5011-018-560 Claims (Expected Losses)

TOTAL

RM EMPLOYEE MEDICAL

050-5011-019-540 Administration & Premiums
050-5011-019-560 Claims (Expected Losses)

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
408,707	454,775	495,881	520,000	391,288	519,563	520,000
25,035	29,139	32,805	35,000	11,359	30,239	35,000
1,040,291	1,303,625	710,708	800,000	110,146	719,494	800,000
1,474,033	1,787,539	1,239,393	1,355,000	512,793	1,269,296	1,355,000
1,510,614	1,329,494	1,386,157	1,500,000	859,902	1,493,995	1,500,000
3,187,095	3,885,657	3,446,591	3,800,000	1,936,301	3,992,602	4,000,000
4,697,709	5,215,150	4,832,748	5,300,000	2,796,203	5,486,597	5,500,000

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS - RISK MANAGEMENT
2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
RM UNEMPLOYMENT								
050-5011-020-560	Claims (Expected Losses)	93,675	39,763	60,813	50,000	18,161	48,587	50,000
TOTAL		93,675	39,763	60,813	50,000	18,161	48,587	50,000
RM EMPLOYMENT PRACTICES								
050-5011-021-540	Administration & Premiums	186,392	214,975	257,905	300,000	245,172	245,172	310,000
050-5011-021-560	Claims (Expected Losses)	50,303	12,870	32,905	50,000	(73,889)	52,418	50,000
TOTAL		236,695	227,846	290,810	350,000	171,283	297,590	360,000
GRAND TOTAL RISK MANAGEMENT		8,078,709	9,140,088	8,771,696	9,665,230	6,083,988	10,298,561	10,661,884

EQUIPMENT MAINTENANCE

ANNUAL BUDGET



FY 2024/2025

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
EQUIPMENT MAINTENANCE								
053 4601	Interest on Investments	2,873	1,521	316	200	-	-	-
053 4609	Rent of Equipment	21,081	17,334	18,810	18,500	12,411	25,000	25,000
053 4822	Fuel Sales	1,292,431	1,682,610	1,896,484	1,984,500	1,027,333	1,928,068	1,950,000
053 4897	Interdepartmental Serv Charge	556,214	562,584	596,043	800,000	328,351	704,706	730,000
053 4899	Other Service Charges	155,862	170,966	173,132	175,000	94,348	192,303	195,000
053 4995	Reimbursements & Refunds	112,126	105,596	43,262	36,000	4,765	12,786	15,000
053 4999	Other Revenues	1,631,134	1,407,044	1,725,462	1,725,000	1,023,769	1,844,115	1,850,000
TOTAL REVENUE		3,771,722	3,947,655	4,453,508	4,739,200	2,490,977	4,706,978	4,765,000

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
EQUIPMENT MAINTENANCE								
053 5030-090-010	Salaries, Regular	472,854	462,511	494,137	495,000	268,366	510,625	531,460
053 5030-090-030	Salaries, Overtime	53,811	57,339	101,054	54,000	51,001	108,542	107,055
053 5030-090-090	Benefits	284,744	297,037	336,084	350,000	169,101	355,948	362,343
053 5030-090-110	Vehicle Maintenance	60,689	65,481	85,926	90,000	46,201	93,417	90,000
053 5030-090-120	Building/Grounds Maint	17,884	14,049	19,778	20,000	3,325	10,257	20,000
053 5030-090-140	Computer Maintenance	8,104	10,982	14,341	15,000	14,619	16,426	15,000
053 5030-090-190	Other Equipment Maint	189,793	176,917	234,209	235,000	87,932	169,141	198,600
053 5030-090-220	Printing/Copying	311	267	333	300	144	350	300
053 5030-090-230	Professional/Temp Service	1,394	115	1,162	2,000	1,105	1,904	2,000
053 5030-090-250	Outside Automotive	1,616,377	1,419,558	1,847,533	1,810,000	805,328	1,725,038	1,810,000
053 5030-090-260	Rent of Property & Equipmt	1,276	1,297	3,382	3,000	405	743	2,000
053 5030-090-310	Fuel and Lubricants	877,287	1,379,298	1,432,769	1,450,000	545,893	1,104,446	1,450,000
053 5030-090-320	Office/Computer Supplies	8,467	6,184	3,061	5,000	837	1,855	5,000
053 5030-090-330	Janitorial Supplies	914	136	331	500	-	138	500
053 5030-090-340	Maint and Repair Material	616	608	674	2,500	130	261	2,500
053 5030-090-350	Tools/Equipment (under \$1,000)	23,596	39,927	43,968	30,000	9,050	27,987	30,000
053 5030-090-380	Automotive Parts	56,106	79,499	101,454	83,200	37,142	89,373	94,500
053 5030-090-420	Utilities	44,741	54,176	53,595	55,000	28,674	51,360	55,000
053 5030-090-430	Uniform Allowance	12,767	10,050	10,631	12,000	4,410	8,073	10,500
053 5030-090-440	Training Expense	235	1,112	770	1,500	2,188	2,188	1,500
053 5030-090-450	Publication and Dues	3,789	3,854	4,060	5,000	1,992	2,176	5,000
053 5030-090-460	Postage	81	-	59	-	5	5	-
053 5030-090-520	Insurance, Liability	15,900	15,900	15,900	22,272	11,136	22,272	22,272
053 5030-090-660	Other Expense	5,430	4,531	4,134	5,000	2,976	5,818	5,000
053 5030-090-730	Other Mach/Equip (over \$1000)	20,638	2,205	4,236	5,000	2,513	2,513	5,000
TOTAL		3,777,805	4,103,031	4,813,581	4,751,272	2,094,473	4,310,856	4,825,530

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
EQUIPMENT MAINTENANCE REPLACEMENT								
093 4516	State grants	-	-	-	-	-	-	
093 4601	Interest on Investments	14,885	14,466	14,070	20,000	14,251	20,794	20,000
093 4897	Interdepartmental Serv Charge	150,606	150,606	153,082	161,582	83,695	167,642	168,000
093 4992	Sale of Personal Property	2,010	1,940	-	-	-	-	
TOTAL REVENUE		167,501	167,012	167,152	181,582	97,946	188,436	188,000

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

EQUIPMENT MAINTENANCE REPLACEMENT

093 5030-095-720 Automotive Equipment - - 157,125 - - -

093 5030-095-730 Other Machinery/Equipment - 7,938 414,645 99,000 - 29,530 -

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
-	-	157,125	-	-	-	-
-	7,938	414,645	99,000	-	29,530	-
-	7,938	571,770	99,000	-	29,530	-

LANDSCAPE MAINTENANCE DISTRICTS ANNUAL BUDGET



FY 2024/2025

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

LANDSCAPE MAINTENANCE DISTRICTS

061 4005 Assessments

TOTAL

END

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
150,930	160,446	134,938	177,000	94,794	175,587	186,000
150,930	160,446	134,938	177,000	94,794	175,587	186,000

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

DISTRICT 41, BEVERLY GLENN (lighting only)

061-5050-001-420 Utilities
061-5050-001-660 Other Expenses

TOTAL

DISTRICT 42, SIERRA ESTATES

061-5050-002-120 Building/Grounds Maintenance
061-5050-002-230 Professional/Temp Services
061-5050-002-420 Utilities
061-5050-002-660 Other Expenses

TOTAL

DISTRICT 43, SIERRA MEADOWS #2

061-5050-003-010 Salaries, Regular
061-5050-003-030 Salaries, Overtime
061-5050-003-090 Benefits
061-5050-003-120 Building/Grounds Maintenance
061-5050-003-230 Professional/Temp Services
061-5050-003-420 Utilities
061-5050-003-660 Other Expenses

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
129	112	128	150	55	122	130
-	5	0	-	-	-	
129	116	128	150	55	122	130
168	-	661	700	75	151	600
3,664	2,613	2,613	3,000	1,089	2,612	2,800
1,756	1,274	1,430	1,850	641	1,660	1,850
-	-	-	-	-	-	
5,588	3,887	4,704	5,550	1,805	4,423	5,250
-	-	772	500	205	410	500
-	78	-	-	-	-	-
-	46	555	355	123	246	250
161	152	248	500	75	151	300
3,866	4,320	4,680	4,800	1,950	4,680	4,800
5,177	5,325	4,672	5,500	2,603	5,206	5,500
-	118	-	-	58	111	-
9,204	10,040	10,928	11,655	5,015	10,804	11,350

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
DISTRICT 44, SUMMIT ESTATES #1								
061-5050-004-010	Salaries, Regular	65	-	636	650	839	1,678	1,500
061-5050-004-020	Salaries, Part-time	562	1,447	875	1,500	-	-	750
061-5050-004-090	Benefits	238	587	822	1,022	618	1,236	1,100
061-5050-004-120	Building/Grounds Maintenance	110	5	24	100	75	93	100
061-5050-004-230	Professional/Temp Services	311	-	-	-	-	-	-
061-5050-004-420	Utilities	2,248	2,068	2,062	2,400	960	2,086	2,400
061-5050-004-660	Other Expenses	17	118	-	50	58	111	50
TOTAL		3,551	4,224	4,418	5,722	2,550	5,204	5,900
DISTRICT 45, NEW EXPRESSIONS #5 (lighting only)								
061-5050-005-120	Building/Grounds Maintenance	142	5	1	-	-	-	-
061-5050-005-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-005-420	Utilities	988	858	980	1,000	422	843	1,000
061-5050-005-660	Other Expenses	-	44	-	-	76	111	-
TOTAL		1,130	906	981	1,000	498	954	1,000
DISTRICT 46, MOOREA MANOR								
061-5050-006-120	Building/Grounds Maintenance	-	-	24	100	-	-	100
061-5050-006-230	Professional/Temp Services	2,030	2,613	2,613	2,613	871	2,613	2,613
061-5050-006-420	Utilities	1,033	1,027	911	1,500	414	839	1,100
061-5050-006-660	Other Expenses	17	79	-	100	-	-	100
TOTAL		3,080	3,719	3,548	4,313	1,285	3,452	3,913

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
DISTRICT 50, RIVERVIEW ESTATES, PHASE 5 (lighting only)								
061-5050-007-120	Building/Grounds Maintenance	-	5	-	-	-	-	-
061-5050-007-420	Utilities	465	342	329	700	154	374	400
061-5050-007-660	Other Expenses	17	-	-	50	-	-	-
TOTAL		482	347	329	750	154	374	400
DISTRICT 47, CHELSEA GLEN								
061-5050-008-120	Building/Grounds Maintenance	212	-	24	100	75	102	100
061-5050-008-230	Professional/Temp Services	1,740	2,088	2,088	2,088	870	2,088	2,088
061-5050-008-420	Utilities	248	1,403	2,510	2,500	991	2,351	2,500
061-5050-008-660	Other Expenses	114	118	-	100	-	-	100
TOTAL		2,315	3,609	4,622	4,788	1,937	4,541	4,788
DISTRICT 48, NADER HOMES								
061-5050-009-120	Building/Grounds Maintenance	-	5	-	-	-	-	-
061-5050-009-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-009-420	Utilities	-	-	-	100	-	-	100
061-5050-009-660	Other Expenses	114	-	-	-	18	36	-
TOTAL		114	5	-	100	18	36	100

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

DISTRICT 49 RANCH VICTORIA PHASE 2-4

061-5050-010-120 Building/Grounds Maintenance
061-5050-010-230 Professional/Temp Services
061-5050-010-420 Utilities
061-5050-010-660 Other Expenses

TOTAL

DISTRICT 51 SUMMIT ESTATES TWO, PHASE I

061-5050-011-120 Building/Grounds Maintenance
061-5050-011-230 Professional/Temp Services
061-5050-011-420 Utilities
061-5050-011-660 Other Expenses

TOTAL

DISTRICT 52 SUMMIT HERITAGE VILLAS

061-5050-012-120 Building/Grounds Maintenance
061-5050-012-230 Professional/Temp Services
061-5050-012-420 Utilities
061-5050-012-660 Other Expenses

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
-	5	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	100	-	-	100
114	-	-	-	18	36	-
114	5	-	100	18	36	100
95	5	-	-	75	93	100
-	-	-	-	-	-	-
-	-	-	-	-	-	-
114	-	-	100	-	-	100
210	5	-	100	75	93	200
-	5	-	100	-	-	100
-	-	-	-	-	-	-
-	-	-	-	-	-	-
114	-	-	-	18	36	-
114	5	-	100	18	36	100

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

DISTRICT 53 TROOPER TERRACE

061-5050-013-120 Building/Grounds Maintenance
061-5050-013-230 Professional/Temp Services
061-5050-013-420 Utilities
061-5050-013-660 Other Expenses

TOTAL

DISTRICT 54 WINDSOR COURT

061-5050-014-120 Building/Grounds Maintenance
061-5050-014-230 Professional/Temp Services
061-5050-014-420 Utilities
061-5050-014-660 Other Expenses

TOTAL

DISTRICT 55 SUMMIT EST II PH2

061-5050-015-120 Building/Grounds Maintenance
061-5050-015-230 Professional/Temp Services
061-5050-015-420 Utilities
061-5050-015-660 Other Expenses

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
58	-	669	700	75	193	700
997	1,196	1,196	1,196	498	897	1,196
253	1,206	1,049	1,400	442	926	1,200
97	44	-	50	58	111	50
1,405	2,446	2,914	3,346	1,074	2,127	3,146
49	-	274	300	75	144	300
870	2,088	2,088	2,088	870	2,088	2,088
195	2,594	2,164	2,500	976	2,428	2,500
114	-	-	50	58	111	50
1,228	4,682	4,527	4,938	1,980	4,771	4,938
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	74	-	100	18	36	100
-	74	-	100	18	36	100

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
DISTRICT 56 ROYAL OAKS 1-A								
061-5050-016-020	Salaries, Part-time	-	-	-	1,300	-	-	1,300
061-5050-016-090	Benefits	-	-	-	500	-	-	500
061-5050-016-120	Building/Grounds Maintenance	-	-	176	200	133	607	200
061-5050-016-420	Utilities	-	941	1,351	1,500	1,212	1,982	1,500
061-5050-016-660	Other Expenses	-	74	-	100	-	-	100
TOTAL		-	1,015	1,527	3,600	1,345	2,589	3,600
DISTRICT 57 VILLA SIERRA MEADOW								
061-5050-017-020	Salaries, Part-time	-	-	-	-	-	-	-
061-5050-017-090	Benefits	-	-	-	-	-	-	-
061-5050-017-120	Building/Grounds Maintenance	-	-	-	1,000	-	-	500
061-5050-017-230	Professional/Temp Services	-	-	-	3,000	-	-	1,500
061-5050-017-420	Utilities	-	-	-	1,500	-	-	1,000
061-5050-017-660	Other Expenses	-	-	-	500	475	475	750
TOTAL		-	-	-	6,000	475	475	3,750
DISTRICT 1, WESTWOOD ESTATES 1 - 3 (consolidated*)								
061-5050-036-010	Salaries, Regular	-	-	995	1,000	564	1,203	1,000
061-5050-036-030	Salaries, Overtime	-	-	260	300	-	-	300
061-5050-036-090	Benefits	-	-	815	850	346	855	650
061-5050-036-120	Building/Grounds Maintenance	1,432	1,170	715	1,000	564	1,128	1,000
061-5050-036-230	Professional/Temp Services	4,310	4,355	4,355	4,355	1,815	4,355	4,355
061-5050-036-420	Utilities	4,552	4,781	3,916	5,000	1,991	4,137	5,000
061-5050-036-660	Other Expenses	17	74	-	100	58	111	100
TOTAL		10,311	10,380	11,055	12,605	5,338	11,789	12,405

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
AIRPORT INDUSTRIAL PARK, ANNEX 1								
061-5050-037-010	Salaries, Regular	-	-	-	-	-	-	-
061-5050-037-090	Benefits	-	-	-	-	-	-	-
061-5050-037-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-037-230	Professional/Temp Service	-	-	-	-	-	-	-
061-5050-037-420	Utilities	-	-	-	-	-	-	-
061-5050-037-660	Other Expense	-	-	-	-	-	-	-
TOTAL		-	-	-	-	-	-	-
JASMINE RANCH, ANNEX 2								
061-5050-039-010	Salaries, Regular	-	-	943	1,000	359	718	1,000
061-5050-039-090	Benefits	-	-	656	650	218	436	650
061-5050-039-120	Building/Grounds Maintenance	688	2,782	356	2,500	462	600	800
061-5050-039-230	Professional/Temp Services	3,263	3,264	3,264	3,264	1,360	3,264	3,264
061-5050-039-420	Utilities	2,643	2,924	2,134	3,700	1,250	2,333	3,000
061-5050-039-660	Other Expenses	17	267	-	100	58	111	100
TOTAL		6,612	9,237	7,352	11,214	3,707	7,462	8,814

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

			239,670	BUDGET	ACTUAL		PROPOSED
	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
PORTER CREEK, ANNEX 3 (consolidated)**							
061-5050-040-010 Salaries, Regular	-	-	968	1,000	474	949	1,000
061-5050-040-020 Salaries, Part-time	-	-	-	-	-	-	-
061-5050-040-090 Benefits	-	-	684	650	289	578	600
061-5050-040-120 Building/Grounds Maintenance	459	1,654	1,681	1,500	310	788	1,500
061-5050-040-230 Professional/Temp Services	5,962	5,529	5,450	6,000	2,304	5,904	5,700
061-5050-040-420 Utilities	3,500	4,286	2,858	4,000	1,213	2,529	3,000
061-5050-040-660 Other Expenses	-	74	-	100	58	111	100
TOTAL	9,920	11,543	11,640	13,250	4,648	10,859	11,900
LA VIDA PARK, ANNEX 4							
061-5050-041-010 Salaries, Regular	165	-	669	600	993	2,140	2,000
061-5050-041-020 Salaries, Part-time	548	1,590	875	1,500	-	-	1,000
061-5050-041-090 Benefits	278	645	850	850	714	1,724	1,600
061-5050-041-120 Building/Grounds Maintenance	95	136	24	350	227	275	300
061-5050-041-230 Professional/Temp Services	198	-	-	-	-	-	-
061-5050-041-420 Utilities	1,318	1,369	1,071	1,500	605	1,284	1,200
061-5050-041-660 Other Expenses	17	162	-	100	58	111	100
TOTAL	2,619	3,902	3,490	4,900	2,597	5,534	6,200

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
WESTWOOD ESTATES 4 - 5, ANNEX 5 (consolidated)*								
061-5050-042-010	Salaries, Regular	-	-	324	300	462	923	500
061-5050-042-090	Benefits	-	-	228	200	284	569	200
061-5050-042-120	Building/Grounds Maintenance	1,172	591	715	1,000	70	156	1,000
061-5050-042-230	Professional/Temp Services	4,262	4,355	4,355	4,500	1,815	4,355	4,500
061-5050-042-420	Utilities	1,783	2,282	2,114	2,500	991	2,182	2,250
061-5050-042-660	Other Expenses	17	74	-	100	58	111	100
TOTAL		7,234	7,303	7,736	8,600	3,680	8,296	8,550
NORTHPOINTE 1, ANNEX 6 (lighting only)								
061-5050-043-120	Building/Grounds Maintenance	-	70	-	-	-	-	-
061-5050-043-420	Utilities	824	652	818	900	352	865	900
061-5050-043-660	Other Expenses		-	-	-	58	58	-
TOTAL		824	721	818	900	410	923	900
QUAIL PARK, PHASE 2, ANNEX 7 (lighting only)								
061-5050-044-120	Building/Grounds Maintenance	-	5	0	-	-	-	-
061-5050-044-420	Utilities	86	75	85	90	37	95	90
061-5050-044-660	Other Expenses	-	-	-	-	-	-	-
TOTAL		86	79	85	90	37	95	90

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
WESTWOOD PARK, UN 3, ANNEX 8 (lighting only)								
061-5050-045-120	Building/Grounds Maintenance	-	5	0	-	-	-	-
061-5050-045-420	Utilities	265	231	264	300	114	280	300
061-5050-045-660	Other Expenses	17	74	-	100	-	-	100
TOTAL		282	310	264	400	114	280	400
MASONIC TEMPLE, ANNEX 9 (lighting only)								
061-5050-046-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-046-420	Utilities	50	45	51	100	22	60	100
061-5050-046-660	Other Expenses	-	-	-	-	-	-	-
TOTAL		50	45	51	100	22	60	100
WESTVIEW, ANNEX 10								
061-5050-047-010	Salaries, Regular	-	-	669	600	839	1,678	1,200
061-5050-047-020	Salaries, Part-time	572	1,464	875	1,500	-	-	750
061-5050-047-090	Benefits	200	595	850	900	618	1,236	800
061-5050-047-120	Building/Grounds Maintenance	95	5	24	50	75	94	100
061-5050-047-230	Professional/Temp Services	69	-	-	-	-	-	-
061-5050-047-420	Utilities	730	658	587	750	253	650	650
061-5050-047-660	Other Expenses	17	74	-	100	58	111	100
TOTAL		1,683	2,795	3,005	3,900	1,843	3,769	3,600

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
NEW HORIZONS, PHASE 1, ANNEX 11 (lighting only)								
061-5050-048-120	Building/Grounds Maintenance	-	5	-	-	-	-	-
061-5050-048-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-048-420	Utilities	842	735	839	900	361	952	900
061-5050-048-660	Other Expenses	-	44	-	-	58	58	-
TOTAL		842	784	839	900	419	1,010	900
SUNRISE ESTATES, PHASE 6, ANNEX 12								
061-5050-049-010	Salaries, Regular	-	-	-	-	-	-	-
061-5050-049-090	Benefits	-	-	-	-	-	-	-
061-5050-049-120	Building/Grounds Maintenance	-	5	24	100	75	97	100
061-5050-049-420	Utilities	300	261	501	550	128	360	550
061-5050-049-660	Other Expenses	-	-	-	-	-	-	-
TOTAL		300	265	525	650	204	457	650
NORTHPOINTE II, ANNEX 15 (lighting only)								
061-5050-052-120	Building/Grounds Maintenance	-	5	-	-	-	-	-
061-5050-052-420	Utilities	259	225	257	300	110	270	300
061-5050-052-660	Other Expenses	-	-	-	-	-	-	-
TOTAL		259	229	257	300	110	270	300

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

WISCONSIN MANOR I, ANNEX 14

061-5050-053-120 Building/Grounds Maintenance
061-5050-053-230 Professional/Temp Services
061-5050-053-420 Utilities
061-5050-053-660 Other Expenses

TOTAL

NEW HORIZONS, PHASE 2, ANNEX 16 (lighting only)

061-5050-054-120 Building/Grounds Maintenance
061-5050-054-230 Professional/Temp Services
061-5050-054-420 Utilities
061-5050-054-660 Other Expenses

TOTAL

WESTWOOD VILLAGE MOBILE HOME PARK, ANNEX 18 (lighting only)

061-5050-056-120 Building/Grounds Maintenance
061-5050-056-420 Utilities
061-5050-056-660 Other Expenses

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
95	5	24	100	75	94	100
159	-	-	-	-	-	-
636	609	543	700	232	598	700
17	118	-	100	58	111	100
908	732	567	900	366	803	900
-	5	-	-	-	-	-
55	-	-	-	-	-	-
640	605	691	700	297	725	700
-	-	-	-	58	58	60
695	609	691	700	355	783	760
-	-	-	-	-	-	-
252	225	255	300	110	270	300
-	-	-	-	-	-	-
252	225	255	300	110	270	300

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
CASTLE WOODS, PHASE 1, ANNEX 19 (lighting only)								
061-5050-057-120	Building/Grounds Maintenance	-	-	0			-	
061-5050-057-420	Utilities	436	380	434	450	187	440	450
061-5050-057-660	Other Expenses	-	44	-	-	58	58	-
TOTAL		436	424	434	450	245	498	450
DISTRICT 2, NORTH CREEK SUBDIVISION (consolidated)**								
061-5050-058-010	Salaries, Regular	-	-	374	400	410	821	800
061-5050-058-090	Benefits	-	-	255	250	253	505	450
061-5050-058-120	Building/Grounds Maintenance	323	606	969	1,000	203	274	1,000
061-5050-058-230	Professional/Temp Services	5,676	5,529	5,813	5,900	2,304	5,787	5,900
061-5050-058-420	Utilities	2,345	2,661	1,878	2,500	1,199	2,160	2,500
061-5050-058-660	Other Expenses	17	74	-	100	58	111	100
TOTAL		8,361	8,871	9,289	10,150	4,427	9,658	10,750
DISTRICT 3, NEW EXPRESSIONS, PHASE 1 (lighting only)								
061-5050-059-120	Building/Grounds Maintenance	-	5	-	-	-	-	-
061-5050-059-420	Utilities	429	373	426	500	183	460	500
061-5050-059-660	Other Expenses	-	74	-	100	58	111	100
TOTAL		429	451	426	600	241	571	600

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

DISTRICT 4, RIVER SPRINGS, PHASE 1

061-5050-060-010 Salaries, Regular
061-5050-060-020 Salaries, Part-time
061-5050-060-090 Benefits
061-5050-060-120 Building/Grounds Maintenance
061-5050-060-230 Professional/Temp Services
061-5050-060-420 Utilities
061-5050-060-660 Other Expenses

TOTAL

DISTRICT 5, CASTLE WOODS, PHASE 2

061-5050-061-120 Building/Grounds Maintenance
061-5050-061-230 Professional/Temp Services
061-5050-061-420 Utilities
061-5050-061-660 Other Expenses

TOTAL

DISTRICT 6, CREEKVIEW SUBDIVISION (consolidated)**

061-5050-062-010 Salaries, Regular
061-5050-062-090 Benefits
061-5050-062-120 Building/Grounds Maintenance
061-5050-062-230 Professional/Temp Services
061-5050-062-420 Utilities
061-5050-062-660 Other Expenses

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
-	-	661	600	942	1,884	1,900
520	1,446	905	1,500	-	-	750
185	586	850	850	680	1,360	1,350
127	178	1,794	1,700	75	98	200
109	-	-	-	217	217	300
1,628	1,554	1,457	1,600	636	1,550	1,600
17	118	-	100	58	111	100
2,585	3,882	5,667	6,350	2,609	5,220	6,200
118	-	24	100	75	100	100
876	744	744	1,200	310	744	800
1,189	1,161	1,109	1,200	442	1,100	1,200
17	118	-	100	58	111	100
2,200	2,023	1,878	2,600	886	2,055	2,200
-	-	150	150	410	820	900
-	-	108	100	253	506	550
492	606	971	1,000	75	200	1,000
5,581	5,529	5,450	5,750	2,304	5,550	5,750
1,914	2,431	1,593	2,000	1,132	1,857	2,000
17	74	-	-	58	111	100
8,004	8,640	8,271	9,000	4,233	9,044	10,300

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

DISTRICT 7, FORD ESTATES, PHASE 1

061-5050-063-010 Salaries, Regular
061-5050-063-020 Salaries, Part-time
061-5050-063-090 Benefits
061-5050-063-120 Building/Grounds Maintenance
061-5050-063-230 Professional/Temp Services
061-5050-063-420 Utilities
061-5050-063-660 Other Expenses

TOTAL

DISTRICT 8, RIVER BREEZE SUBDIVISION

061-5050-064-010 Salaries, Regular
061-5050-064-090 Benefits
061-5050-064-120 Building/Grounds Maintenance
061-5050-064-230 Professional/Temp Services
061-5050-064-420 Utilities
061-5050-064-660 Other Expenses

TOTAL

DISTRICT 9, ORCHARD RIDGE, PHASE 3 (lighting only)

061-5050-065-120 Building/Grounds Maintenance
061-5050-065-420 Utilities
061-5050-065-660 Other Expenses

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
-	-	636	600	839	1,678	1,600
466	1,318	875	1,500	-	-	750
165	539	820	850	618	1,236	1,200
95	5	24	100	75	100	100
71	-	-	-	-	-	-
762	665	660	800	299	756	800
17	118	-	100	58	111	100
1,577	2,644	3,015	3,950	1,889	3,881	4,550
-	-	-	-	308	616	650
-	-	-	-	188	376	450
-	-	161	100	154	225	225
1,794	1,307	1,307	2,000	436	1,325	1,400
823	1,219	1,056	1,200	406	1,100	1,100
17	118	-	100	58	111	100
2,634	2,644	2,523	3,400	1,549	3,753	3,925
-	5	-	-	-	-	-
429	373	426	550	183	475	550
-	-	-	-	-	-	-
429	377	426	550	183	475	550

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
DISTRICT 10, ORCHARD RIDGE, PHASE 4 (lighting only)								
061-5050-066-120	Building/Grounds Maintenance	-	5	-	-	-	-	-
061-5050-066-420	Utilities	172	149	170	250	73	200	250
061-5050-066-660	Other Expenses	17	74	-	100	-	-	100
TOTAL		189	228	170	350	73	200	350
DISTRICT 11, ORCHARD RIDGE, PHASE 5 (lighting only)								
061-5050-067-120	Building/Grounds Maintenance	-	5	-	-	-	-	-
061-5050-067-420	Utilities	601	522	596	600	256	650	600
061-5050-067-660	Other Expenses	-	-	-	-	-	-	-
TOTAL		601	526	596	600	256	650	600
DISTRICT 12, WESTWOOD ESTATES, PHASE 2 (consolidated*)								
061-5050-068-010	Salaries, Regular	-	-	847	1,000	564	1,128	1,200
061-5050-068-090	Benefits	-	-	593	600	343	686	700
061-5050-068-120	Building/Grounds Maintenance	1,172	802	715	1,000	233	2,700	1,000
061-5050-068-230	Professional/Temp Services	3,020	4,355	3,992	4,200	1,815	3,987	4,000
061-5050-068-420	Utilities	2,387	1,777	2,198	2,500	1,080	2,359	2,500
061-5050-068-660	Other Expenses	17	118	-	100	58	111	100
TOTAL		6,596	7,052	8,345	9,400	4,093	10,971	9,500

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

DISTRICT 13, RIVER RANCH, PHASE 3

061-5050-069-120 Building/Grounds Maintenance
061-5050-069-230 Professional/Temp Services
061-5050-069-420 Utilities
061-5050-069-660 Other Expenses

TOTAL

DISTRICT 14, RIVER SPRINGS, PHASE 2 (lighting only)

061-5050-070-120 Building/Grounds Maintenance
061-5050-070-420 Utilities
061-5050-070-660 Other Expenses

TOTAL

DISTRICT 15, MEADOWOOD, PHASE 1

061-5050-071-120 Building/Grounds Maintenance
061-5050-071-230 Professional/Temp Services
061-5050-071-420 Utilities
061-5050-071-660 Other Expenses

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
-	5	24	100	75	100	100
327	1,307	1,307	1,350	653	1,307	1,620
351	306	349	400	150	375	400
-	-	-			-	
677	1,617	1,680	1,850	879	1,782	- 2,120
-	5	-	-	-	-	-
472	410	468	500	201	493	500
-	-	-	-	-	-	-
472	414	468	500	201	493	500
-	5	50	100	75	94	100
219	-	1,261	1,500	548	1,261	1,500
4,951	5,670	3,947	5,000	1,859	4,184	4,100
17	118	-	100	58	111	100
5,187	5,793	5,258	6,700	2,541	5,650	5,800

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

DISTRICT 16, NEW EXPRESSIONS, PHASE 2

061-5050-072-120 Building/Grounds Maintenance
061-5050-072-230 Professional/Temp Services
061-5050-072-420 Utilities
061-5050-072-660 Other Expenses

TOTAL

DISTRICT 17, ORCHARD RIDGE, PHASE 6 (lighting only)

061-5050-073-120 Building/Grounds Maintenance
061-5050-073-420 Utilities
061-5050-073-660 Other Expenses

TOTAL

DISTRICT 18, OHIO NORTH SUBDIVISION (lighting only)

061-5050-074-120 Building/Grounds Maintenance
061-5050-074-420 Utilities
061-5050-074-660 Other Expenses

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
-	-	205	200	75	100	200
2,174	2,613	2,613	2,613	1,089	2,613	3,136
2,051	1,665	2,182	2,200	769	2,017	2,200
-	-	-	-	58	111	-
4,225	4,278	5,000	5,013	1,991	4,841	5,536
-	5	-	-	-	-	-
300	261	298	300	128	313	300
-	-	-	-	58	111	-
300	265	298	300	187	424	300
-	5	-	-	-	-	-
86	75	85	100	37	90	100
17	-	-	-	-	-	-
103	79	85	100	37	90	100

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
DISTRICT 19, WILLIAMS RANCH, PHASE 1								
061-5050-075-010	Salaries, Regular	-	-	449	500	1,026	2,052	2,000
061-5050-075-020	Salaries, Part-time	-	-	-	-	-	-	-
061-5050-075-090	Benefits	-	-	321	300	630	1,260	1,200
061-5050-075-120	Building/Grounds Maintenance	-	118	5,086	300	131	193	300
061-5050-075-230	Professional/Temp Services	1,560	1,560	1,560	1,560	650	1,560	1,872
061-5050-075-420	Utilities	2,461	2,608	1,922	2,700	875	1,944	2,700
061-5050-075-660	Other Expenses	17	44	-	-	58	111	100
TOTAL		4,039	4,330	9,337	5,360	3,369	7,120	8,172
DISTRICT 20, WEST VIEW PLACE SUBDIVISION (lighting only)								
061-5050-076-120	Building/Grounds Maintenance	131	5	-	-	-	-	-
061-5050-076-420	Utilities	173	150	171	200	74	182	200
061-5050-076-660	Other Expenses	17	118	-	100	-	-	100
TOTAL		321	273	171	300	74	182	300
DISTRICT 21, ORCHARD RIDGE, PHASE 7 (lighting only)								
061-5050-077-010	Salaries, Regular	-	-	-	-	-	-	-
061-5050-077-020	Salaries, Part-time	-	-	-	-	-	-	-
061-5050-077-090	Benefits	-	-	-	-	-	-	-
061-5050-077-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-077-230	Professional/Temp Services	611	598	-	-	-	-	-
061-5050-077-420	Utilities	257	224	255	300	110	269	300
061-5050-077-660	Other Expenses	17	74	-	100	-	-	100
TOTAL		885	896	255	400	110	269	400

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

DISTRICT 22, MEADOWWOOD, PHASE 2

061-5050-078-120	Building/Grounds Maintenance
061-5050-078-230	Professional/Temp Services
061-5050-078-420	Utilities
061-5050-078-660	Other Expenses

TOTAL

DISTRICT 23, RIVER VIEW, PHASE 3 (lighting only)

061-5050-079-120	Building/Grounds Maintenance
061-5050-079-420	Utilities
061-5050-079-660	Other Expenses

TOTAL

DISTRICT 24, ORCHARD RIDGE, PHASE 8

061-5050-080-120	Building/Grounds Maintenance
061-5050-080-230	Professional/Temp Services
061-5050-080-420	Utilities
061-5050-080-660	Other Expenses

TOTAL

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

DISTRICT 25, CASAS BUENA VISTA

061-5050-081-010 Salaries, Regular
061-5050-081-090 Benefits
061-5050-081-120 Building/Grounds Maintenance
061-5050-081-230 Professional/Temp Services
061-5050-081-420 Utilities
061-5050-081-660 Other Expenses

TOTAL

DISTRICT 26, ORCHARD RIDGE, PHASE 9 (lighting only)

061-5050-082-120 Building/Grounds Maintenance
061-5050-082-230 Professional/Temp Services
061-5050-082-420 Utilities
061-5050-082-660 Other Expenses

TOTAL

DISTRICT 27, NEW EXPRESSIONS, PHASE 3

061-5050-083-120 Building/Grounds Maintenance
061-5050-083-420 Utilities
061-5050-083-660 Other Expenses

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
392	-	671	700	231	762	700
236	-	464	450	142	566	450
569	5,101	1,192	5,000	551	1,200	1,200
9,904	10,785	10,452	10,452	4,572	10,452	12,542
4,425	5,051	3,423	4,000	2,274	4,134	4,000
	118	106	100	58	111	100
15,526	21,054	16,308	20,702	7,828	17,225	18,992
-	5	-	-	-	-	-
-	-	-	-	-	-	-
429	373	426	500	183	475	500
17	74	-	100	58	111	100
446	451	426	600	241	586	600
-	5	24	-	127	169	150
472	410	468	500	201	493	500
-	-	-	-	-	-	-
472	414	492	500	328	662	650

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
DISTRICT 28, MEADOWOOD, PHASE 3 (lighting only)								
061-5050-084-120	Building/Grounds Maintenance	-	5	-	-	-	-	-
061-5050-084-420	Utilities	1,125	978	1,117	1,200	481	1,176	1,200
061-5050-084-660	Other Expenses	17	118	-	100	-	-	100
TOTAL		1,142	1,101	1,117	1,300	481	1,176	1,300
DISTRICT 29, RIVER SPRINGS, PHASE 3 (lighting only)								
061-5050-085-120	Building/Grounds Maintenance	-	5	-	-	-	-	-
061-5050-085-420	Utilities	386	335	383	500	165	403	500
061-5050-085-660	Other Expenses	-	44	-	-	58	111	100
TOTAL		386	384	383	500	223	514	600
DISTRICT 30, SIERRA MEADOWS, PHASE 1								
061-5050-086-010	Salaries, Regular	-	-	1,017	1,200	154	529	1,200
061-5050-086-030	Salaries, Overtime	77	-	-	-	-	-	-
061-5050-086-090	Benefits	40	-	714	750	92	391	750
061-5050-086-120	Building/Grounds Maintenance	146	163	1,832	2,000	246	492	2,000
061-5050-086-230	Professional/Temp Services	5,066	4,680	4,320	4,320	1,800	4,320	4,320
061-5050-086-420	Utilities	5,558	5,475	4,514	5,500	2,140	4,312	4,700
061-5050-086-660	Other Expenses	17	118	-	100	58	111	100
TOTAL		10,904	10,436	12,397	13,870	4,491	10,155	13,070

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
DISTRICT 31, WILLIAMS RANCH, PHASE 2 & 3								
061 5050-087-120	Building/Grounds Maintenance	-	-	113	200	75	150	200
061-5050-087-230	Professional/Temp Services	2,568	2,713	2,838	2,900	867	2,838	2,900
061-5050-087-420	Utilities	1,803	1,869	2,005	2,200	815	2,083	2,200
061-5050-087-660	Other Expenses	17	118	-	100	58	111	100
TOTAL		4,389	4,700	4,957	5,400	1,815	5,182	5,400
DISTRICT 32, SUNRISE VILLA, PHASE 1-3 (lighting only)								
061-5050-088-120	Building/Grounds Maintenance	59	5	-	-	-	-	-
061-5050-088-420	Utilities	558	484	553	600	238	583	600
061-5050-088-660	Other Expenses	17	-	-	-	58	111	-
TOTAL		634	489	553	600	296	694	600
DISTRICT 33, NEW EXPRESSIONS, PHASE 4 (lighting and wall)								
061-5050-089-120	Building/Grounds Maintenance	-	5	-	-	-	-	-
061-5050-089-420	Utilities	560	487	556	625	239	584	625
061-5050-089-660	Other Expenses		44	-	-	58	111	100
TOTAL		560	535	556	625	297	695	725

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
DISTRICT 34, MEADOW BREEZE, PHASE 1 (lighting only)								
061-5050-090-010	Salaries, Regular	-	-	-	-	-	-	-
061-5050-090-020	Salaries, Part-time	-	-	-	-	-	-	-
061-5050-090-090	Benefits	-	-	-	-	-	-	-
061-5050-090-120	Building/Grounds Maintenance	1,343	1,320	78	-	-	-	-
061-5050-090-420	Utilities	976	862	881	1,100	381	907	1,100
061-5050-090-660	Other Expenses	17	118	-	100	58	111	100
TOTAL		2,336	2,300	959	1,200	439	1,018	1,200
DISTRICT 35, MEADOW BREEZE, PHASE 2 (lighting only)								
061-5050-091-120	Building/Grounds Maintenance	1,282	1,334	-	-	-	-	-
061-5050-091-420	Utilities	386	335	383	500	165	453	500
061-5050-091-660	Other Expenses	17	44	-	-	58	111	-
TOTAL		1,685	1,713	383	500	223	564	500
DISTRICT 37, RIVERVIEW ESTATES, PHASE 4 (lighting only)								
061-5050-093-120	Building/Grounds Maintenance	-	5	-	-	-	-	-
061-5050-093-420	Utilities	215	186	213	220	92	224	220
061-5050-093-660	Other Expenses	17	162	-	100	-	-	100
TOTAL		232	353	213	320	92	224	320

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
DISTRICT 38, RANCH VICTORIA PHASE 1 (lighting only)								
061-5050-094-420	Utilities	692	735	469	500	201	483	500
061-5050-094-660	Other Expenses	17	123	0	100	58	111	100
TOTAL		709	858	470	600	259	594	600
DISTRICT 39, WILLIAMS RANCH PHASE 4 (lighting only)								
061-5050-095-120	Building/Grounds Maintenance	-	5	-	500	-	-	-
061-5050-095-420	Utilities	729	576	723	100	311	761	800
061-5050-095-660	Other Expenses	17	118	-	100	-	-	-
TOTAL		746	699	723	700	311	761	800
DISTRICT 40, AMALENE ESTATES								
061-5050-096-010	Salaries, Regular	174	-	-	-	-	-	-
061-5050-096-090	Benefits	105	-	-	-	-	-	-
061-5050-096-120	Building/Grounds Maintenance	-	-	24	100	75	100	100
061-5050-096-230	Professional/Temp Services	2,243	2,613	2,613	2,613	1,089	2,613	2,613
061-5050-096-420	Utilities	2,330	2,211	2,194	2,500	1,035	2,282	2,500
061-5050-096-660	Other Expenses	17	118	-	100	58	111	100
TOTAL		4,869	4,942	4,831	5,313	2,257	5,106	5,313
TOTAL LANDSCAPE MAINTENANCE DISTRICTS		171,663	194,852	201,269	239,670	94,711	211,710	235,903

CAPITAL IMPROVEMENT STRATEGIES - FUNDING SUMMARY FISCAL YEAR 2024/2025

FUNDING SOURCE	24/25
General Fund (GF)	\$358,206
General Fund Reserve Capital Improvement (GFRCI)	\$321,055
General Fund Reserve Deferred Maintenance (GFRDM)	\$1,599,000
General Fund Carryover (GF CO)	\$0
General Fund - Donations (GF Donations)	\$160,000
Air District	\$0
Air Resources Board (CARB)	\$0
Airport Operating Fund (AOF)	\$786,750
Active Transportation Program Grant (ATP)	\$7,772,000
American Rescue Plan Act (ARPA)	\$7,620,000
Asset Forfeitures (AF)	\$0
Building Construction Fund (BCF)	\$0
Cal State Library Grant (CSLG)	\$746,000
California Division of Aeronautics (CA Div of Aero)	\$188,250
California Governor's Office of Emergency Services Grant (OES)	\$1,250,000
CEQA Mitigation	\$61,821
Certificates of Participation (COP)	\$4,891,693
Clean California (Clean CA)	\$2,919,402
Community Development Block Grant (CDBG)	\$1,755,654
Congestion Mitigation and Air Quality Grant (CMAQ)	\$7,097,000
Department of Water Resources (DWR)	\$0
Equipment Replacement Fund (ERF)	\$240,000
Equipment Replacement - Measure H Funds (ERF(H))	\$0
Federal Aviation Admin. Airport Improvement Program Grant (FAA/AIP)	\$2,174,312
Federal Transit Authority (FTA 5307)	\$5,050,000
Federal Transit Authority (FTA 5339)	\$690,000
Highway Bridge Program (HBP)	\$0
Highway Safety Improvement Program (HSIP)	\$0
Insurance Proceeds	\$2,462,000
Land Sale Revenue (Land Sale)	\$0
Local Transportation Funds (LTF)	\$0
Local Transportation Funds - Transit (LTF Transit)	\$1,458,000
Measure H (MH)	\$65,000
Measure I (MI)	\$15,001,018
Measure R - Alternative Transportation (Measure R AT)	\$18,539,951
Measure R - Local (Measure R Local)	\$8,551,767
Measure R - Regional (Measure R Reg)	\$14,490,000
Measure R - Transit	\$0
Off Highway Vehicle Grant (OHV)	\$500,000
Proposition 68 (Prop 68)	\$7,800,000
Regional Early Action Planning Grant (REAP)	\$0
Rebuilding American Infrastructure w/Sustainability and Equity Grant (RAISE)	\$0
Risk Management (RM)	\$360,000
Road Repair and Accountability Act (SB1)	\$5,159,553
Sewer Bond Refinance (Sewer Bond Refi)	\$0
Sewer Developer Fees (Sewer DF)	\$333,507
Sewer Revolving Fund (SRF)	\$4,773,560
Solid Waste Reserve (SW Reserve)	\$760,000
Special Gas Tax (SGT)	\$375,000
Storm Drain - Developer Fees (Storm Dr DF)	\$1,749,000
Surface Transportation Program (STP)	\$1,995,000
State Water Resources Control Board (SWRCB)	\$3,000,000
Traffic Impact Fees (TIF)	\$95,875
Wastewater Treatment Facility Impact Fees (WWTFIF)	\$0
Wastewater Treatment Facility Reserve (WWTFR)	\$7,223,575
Water - Developer Fees (Water DF)	\$453,000
Water Replacement Fund (WRF)	\$20,997,220
Unfunded Projects	\$0
TOTALS	\$161,824,169

Council Priority Projects: (Current FY allocations)

Street Improvement Projects-	
Grand Avenue Construction (4th to Plano)	\$3,848,143
Henderson Rehabilitation (Westwood to Patsy)	\$0
Main Street Reconstruction (Olive to Morton Avenue)	\$1,457,645
Morton Avenue Rehab/Reconstruction (Westwood to Plano)	\$550,000
Newcomb Street Improvements (Olive to Porter Slough)	\$1,280,000
Union Avenue Improvements (Indiana to Jaye Street)	\$840,967
Villa Street Improvements (Olive to Henderson Avenue)	\$13,183,066
Scranton/Westwood/West/Worth Realignment	\$1,400,000
Animal Shelter - 185 N. D Street	\$160,000
Community Recreation Center	\$12,757,850
Council Chambers Infrastructure	\$10,000
Golf Course Driving Range Poles/Netting	\$300,000
Henry Street Park Improvements	\$0
Library - New Facility	\$3,208,000
Main Street Parking Lot	\$1,150,000
Navigation Center Expansion	\$2,000,000
Skate Board Park Lighting & Shade Structure	\$30,000
Sports Complex Completion/Adult Baseball Field	\$167,150
SOTU Conceptual Plan, including circulation planning	\$575,000
Tertiary Treatment	\$1,300,000
Welcome Signage	\$180,000
	\$44,397,821

General Fund Projects:

Digitization of Records & Records Management	\$0
Consolidated Plan	\$150,000
Development Ordinance Update	\$19,158
Downtown Banners	\$5,000
General Plan: Safety Element and Environmental Justice Element	\$59,048
	\$233,206

Casino Relocation Partnership Efforts:

DR #30 (near Casino) dual recharge basin	\$100,000
Casino JPA Tertiary Project	\$0
	\$100,000

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PUBLIC WORKS - BRIDGES & STREETS PROJECTS											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
ANNUAL STREET PROGRAMS:											
Annual Sidewalk and ADA Improvements	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	MI
Alleys	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	STP
Curb, Gutter and Sidewalk Maintenance	\$200,000										STP
Utility Cover Adjustments	\$300,000										SRF
	\$50,000										WRF
Corporation Yard Parking lots Rehab	\$60,000										WRF
	\$60,000										SRF
	\$60,000										SW Reserve
GHHS Streets Record of Survey	\$75,000										STP
Rock Crushing and Screening	\$70,000				\$70,000						STP
PAVEMENT PRESERVATION											
Design	\$150,000										Measure R Local
Date Avenue											
Plano to Park Street (1080')	\$75,000										Measure R Local
Main to Plano	\$300,000										Measure R Local
Henderson Avenue											
Indiana to Jaye				\$300,000							Measure R Local
Jaye to Second Street (1440')	\$750,000										Measure R Local
Second to Plano				\$300,000							Measure R Local
Indiana Street											
Vandalia Ave to Springville Ave (1080')		\$67,000									Measure R Local
Lime Street											
Henderson Ave to Mulberry	\$500,000										Measure R Local
Main Street											
Date Ave to 1/4 mile South of College Ave (5280')		\$500,000									Measure R Local
Mathew Street											
Westfield Ave to Castle Ave (2800')		\$230,000									Measure R Local
Newcomb Street											
Westfield Ave to Castle Ave (2640')		\$430,000									Unfunded
Scranton Ave to 600 feet North of Scranton Ave (1320')		\$35,000									Measure R Local
Orange Avenue											
Main to Date	\$300,000										Measure R Local
W North Grand Avenue											
Rose St to N Main St	\$1,000,000										Measure R Local
Scranton Avenue											
Indiana St to SR 65			\$40,000								Unfunded
Springville Avenue											
Jaye Street to E Street (1700')			\$110,000								Unfunded
Vandalia Avenue											
Indiana Street to Jaye Street (1400')		\$1,000,000									Unfunded
Villa Street											
Theta Avenue to Mulberry Avenue (750')			\$70,000								Unfunded
Westfield Avenue											
SR 65 to Indiana Street (1080')			\$75,000								Unfunded
Total	\$2,925,000	\$2,262,000	\$295,000								
SELF PERFORMANCE STREETS PROGRAM											
Cold-mix &B AC Pavement Overlay Program	\$800,000	\$800,000	\$800,000	\$800,000	\$800,000	\$800,000	\$800,000	\$800,000	\$800,000	\$800,000	STP
	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	MI
	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000	Measure R Local
Cold Milling Machine Rental	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	SGT
Public Parking Lot		\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	LTF
Street Median Rehabilitation	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	MI

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PUBLIC WORKS - BRIDGES & STREETS PROJECTS											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Pavement Management Program											
Citywide Evaluation	\$100,000			\$100,000			\$100,000				MI
Implementation & Maintenance	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	MI
CITY PARKING LOTS:											
DOWNTOWN PARKING LOTS											
Main Street Parking Lot	\$1,150,000										MI
Hockett St - Willow Alignment to Porter Slough											
Hockett & Cleveland Parking Lot	\$100,000	\$500,000									MI
BRIDGES:											
Jaye Street Bridge Project											
Revegetation Plan & Monitoring		\$10,000	\$10,000								LTF
Olive Ave Bridge Widening Project - City/County Partnership											
Preliminary Design and Scoping (Federal funds)	\$500,000										Measure R Reg
City Participation			\$5,000,000								Measure R Reg
Plano Bridge Project											
Revegetation Plan & Monitoring		\$10,000	\$10,000								LTF
SOTU Specific Plan Connectivity											
Newcomb Bridge - Tule River to Hwy 190 Connection											
Alignment Plan	\$25,000	\$25,000									Measure R Reg
Preliminary Design and Environmental	\$250,000	\$250,000									Measure R Reg
Design & Land Acquisition							\$500,000	\$600,000	\$300,000		Measure R Reg
Newcomb - Tule River/SR 190 (4 lanes)									\$1,220,000		Measure R Reg
Bridge Construction									\$10,000,000		Measure R Reg
Prospect Pedestrian Bridge - Tule River to northerly frontage road											
Alignment Plan	\$25,000										Measure R AT
Preliminary Design and Environmental	\$250,000										Measure R AT
Design & Land Acquisition		\$200,000									Measure R AT
Bridge and Trail Construction			\$3,000,000								Measure R AT
Frontage road btwn Tule River and SR 190 (northerly frontage)											
Alignment Plan	\$25,000										Measure R Reg
Preliminary Design and Environmental					\$250,000						Measure R Reg
Design & Land Acquisition						\$500,000	\$600,000	\$300,000			Measure R Reg
Construction									\$10,000,000		Unfunded
Westwood Bridge											
Design, Environmental & Land Acquisition									\$1,100,000		Unfunded
Bridge Construction Cross Tule River									\$10,000,000		Unfunded
STREETS:											
Castle Avenue Extension											
Design	\$250,000										STP
ROW Acquisition	\$500,000										STP
Construction		\$4,000,000									STP
Date Avenue Widening - "H" to Jaye & Kessing Extension (Date to River)											
ROW Acquisition		\$300,000									LTF
Construction			\$3,000,000								Unfunded
Fourth Street Improvements											
Design & Environmental (Grand to Henderson)	\$300,000										Measure R Local
Construction		\$1,000,000									Unfunded
Water Main Replacement - Fourth St: Henderson to Morton	\$400,000										WRF

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PUBLIC WORKS - BRIDGES & STREETS PROJECTS											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Gibbons Avenue Street Reconstruction											
Phase 1 - Indiana to Jaye											
Gibbons - Indiana to Jaye (Right of Way)		\$100,000									Unfunded
Gibbons - Design and Construction			\$1,000,000								Unfunded
Gibbons - Storm Drain - Indiana to Jaye			\$200,000								Unfunded
Phase 2 - Jaye to Main											
Gibbons - Storm Drain - Jaye to Main					\$200,000						Unfunded
Gibbons - Jaye to Main					\$1,000,000						Unfunded
Grand Avenue Reconstruction - 4th to Plano											
Design connection between 4th & Plano (includes lighted crosswalk @ Rails to Trails)	\$148,143										MI
Storm Drain Line	\$350,000										SRF
6" line from 4th Street to 380' east of Henrahan	\$800,000										WRF
Grand Avenue - Construction 4th to Plano Street	\$1,856,166										SB1
	\$543,834										MI
Construction Management	\$150,000										MI
Grand Avenue Improvements											
Grand - E St (Zalud Park) to Porter Road		\$427,000	\$441,000								Unfunded
Grand - E St (Zalud Park) to Porter Road		\$454,000	\$469,000								Unfunded
Grand - G St to Porter Road		\$443,000	\$458,000								Unfunded
Grand Ave. Line - Water (Villa to Zalud Park)		\$221,000									Unfunded
Grand Ave. ext. - W/o Prospect to Prospect - Pipe				\$201,000							Unfunded
Grand Ave. - Treatment Plant to W/o Prospect - Pipe				\$141,000							Unfunded
Grand Ave. - Prospect St. to SR 65 - Pipe			\$341,000								Unfunded
Northwest Street Improvements											
Henderson Ave. Rehabilitation (Westwood to Patsy)											
Design Improvements			\$50,000								Measure R Local
Construction			\$482,000								SB1
			\$2,500,000								Measure R Local
Henderson @ Mathew (signal)			\$600,000								LTF
Recycled Water line			\$1,200,000								WRF
Potential Lift Station #11 Remediation			\$150,000								SRF
Relocation of PRV Station			\$35,000								WRF
Mathew Street Reconstruction Project											
Henderson to Monache Avenue Recons. (ROW)		\$300,000									Unfunded
Henderson to Monache Avenue Recons. (Design)		\$100,000									Unfunded
Henderson to Monache Avenue Recons. (Recon)			\$3,000,000								Unfunded
Storm Drain Analysis (Mulberry, Mathew to Newcomb)		\$50,000									SRF
Storm Drain Construction			\$500,000								Storm Dr DF
Sewer Main Construction			\$700,000								SRF
Henderson to Monache Recycled Water			\$700,000								WRF
Henderson to Monache Water Main			\$700,000								WRF
Henderson to Monache - Pipe Porter Slough ditch			\$700,000								WRF
Westfield Avenue Master Plan Utilities											
Storm Drain Design & Construction	\$500,000										Storm Dr DF
Sewer Main Design & Construction	\$1,000,000										SRF
Recyled Water Design & Construction	\$700,000										WRF
Force Main Construction	\$500,000										SRF

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PUBLIC WORKS - BRIDGES & STREETS PROJECTS											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Westwood St. - Partial Reconstruction Project - Henderson Ave. to Westfield Including Porter Slough Crossing											
Environmental	\$100,000										Measure R Local
Design	\$400,000										Measure R Local
ROW Acquisition & Easements	\$300,000										Measure R Local
Construction		\$1,500,000									Unfunded
Construction of bridge		\$900,000									Unfunded
Westwood @ Westfield (signal)	\$45,875										TIF
City Share (Construction)		\$554,125									Unfunded
Construction		\$150,000									SRF
Construction		\$150,000									WRF
Construction		\$50,000									Storm Dr DF
Construction Management		\$250,000									Unfunded
Henry Street Improvements (Putnam to Cleveland, and Cleveland east to Sierra Vista)											
Design		\$150,000									Unfunded
6" Water main (Henry from Putnam to Thurman, and Cleveland from Henry to Sierra Vista) Includes PRV			\$100,000								WRF
6" Sewer main (Sierra Vista midblock to Putnam)			\$50,000								SRF
Street widening, CGS (Henry from Putnam to Cleveland, and Cleveland from Henry to Sierra Vista)			\$1,000,000								Unfunded
Hillcrest - Morton, north 1/2 mile						\$1,980,000					MI
Indiana Street - Culvert Extension and Sidewalk											
Design	\$75,000										Measure R Local
ROW Acquisition	\$20,000										Measure R Local
Construction		\$400,000									Measure R Local
Leggett Street											
Grand to Henderson Avenue						\$1,690,000					Unfunded
Morton to Putnam Avenue				\$2,000,000							Unfunded
Lime Street											
RR to Reid (Construction)							\$1,400,000				Unfunded
Lombardi Parkway											
Traffic Study	\$50,000										TIF
Main Street											
Downtown Reconstruction											
Phase IIA - Garden and Putnam Ave	\$1,457,645										SB1
Phase IIB - Olive and Garden Ave	\$145,742										SB1
Design (Intersection Art & Design)		\$100,000									Unfunded
Phase III - Intersection Improvements		\$300,000									Measure R Local
Left Turn Safety Project at North Grand/Reid	\$2,000,000										Measure R Reg
Main - Henderson to Linda Vista Widening incl. roundabout at North Grand/Reid w/Reid realignment							\$25,000,000				Unfunded
Montgomery Avenue Reconstruction Project - Jaye to "H"											
Construction	\$1,500,000										MI
Construction Management	\$150,000										MI

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PUBLIC WORKS - BRIDGES & STREETS PROJECTS											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Morton Avenue Rehabilitation/Reconstruction Project:											
Design	\$500,000										MI
Environmental	\$50,000										MI
D to Plano		\$1,750,000									Unfunded
Water line replacement		\$325,000									WRF
Sewer line replacement		\$250,000									SRF
Recycled Water line		\$325,000									WRF
Conley to D			\$1,600,000								Unfunded
Water line replacement			\$383,000								WRF
Sewer line replacement			\$294,000								SRF
Recycled Water line			\$383,000								WRF
Indiana to Conley				\$1,450,000							Unfunded
Water line replacement				\$346,000							WRF
Sewer line replacement				\$266,000							SRF
Recycled Water line				\$346,000							WRF
Prospect to Indiana					\$1,450,000						Unfunded
Water line replacement					\$346,000						WRF
Sewer line replacement					\$266,000						SRF
Recycled Water line					\$346,000						WRF
Mathew to Prospect						\$2,900,000					Unfunded
Water line replacement (Newcomb to Prospect)						\$350,000					WRF
Sewer line replacement (Newcomb to Prospect)						\$270,000					SRF
Recycled Water line						\$350,000					WRF
Westwood to Mathew		\$1,470,000									Unfunded
Lift Station #9 Upgrade and forced main		\$800,000									SRF
Recycled Water line		\$350,000									WRF
Mulberry - Lime/Williford Rehabilitation				\$1,000,000							Unfunded
Newcomb St Rehabilitation Project											
Newcomb - Porter Slough to Henderson		\$4,000,000									Unfunded
Newcomb - Henderson to North Grand				\$3,625,000							Unfunded
Newcomb - Henderson to Westfield - Pipe			\$1,000,000								WRF
Recycled Water Line			\$1,000,000								WRF
Newcomb - Lift Station No. 4 (W North Grand) Pump Upgrade			\$80,000								Sewer DF
Newcomb - Lift Station No. 3 (N of Mulberry) - Pump Upgrade			\$100,000								Sewer DF
Newcomb - Olive to Porter Slough Reconstruction Project											
Street Reconstruction				\$9,600,000							Unfunded
Street Surface Improvements (Olive to Henderson)	\$400,000										SB1
Construction Management				\$250,000							Unfunded
Concrete Improvements to Waukesha Street along Putnam and Tomah Avenues	\$880,000										MI
Water line replacement				\$800,000							WRF
Storm line installation				\$2,750,000							Storm Dr DF
Replace 30" Sewer line				\$2,000,000							SRF
Recycled Water line				\$1,400,000							WRF
Total	\$1,280,000										
Olive Avenue Gateway Improvements											
Design and Environmental	\$500,000										Measure R Reg
Rehabilitation between city limit and Westwood, incl new monument sign and landscaped medians			\$15,000,000								Measure R Reg
Olive Avenue Median Island Safety Project (Beverly to Maston)											
Design	\$75,000										Measure R Local
Construction	\$150,000										Measure R Local
Plano Street Rehabilitation Project											
Plano - Henderson to Mulberry						\$750,000					Unfunded

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PUBLIC WORKS - BRIDGES & STREETS PROJECTS											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Prospect Street Rehabilitation Project											
Prospect - Olive to Morton Reconstruction						\$1,300,000					Unfunded
Property acquisition					\$500,000						Unfunded
Prospect - Olive to Morton Water line						\$225,000					Unfunded
Putnam Avenue Slough Crossing - East of Jaye Street at Putnam and Kessing, across from SVMC parking lot											
Construction of culvert and TBD					\$3,000,000						LTF
Putnam Avenue at Elderwood Curb/Gutter/Sidewalk for pedestrian connectivity to Westwood @ Thurman											
Property acquisition	\$150,000										Measure R AT
Design	\$80,000										Measure R AT
Environmental	\$80,000										Measure R AT
Construction	\$494,000										ATP
	\$300,000										Measure R AT
Reid Realignment											
Design & Environmental	\$300,000										Measure R Reg
Acquisition	\$600,000										Measure R Reg
Construction		\$5,000,000									Measure R Reg
SR 65 Corridor Improvements											
SR 65 Frontage Road - West North Grand to Linda Vista								\$1,000,000			Unfunded
SR 65 Frontage Road - Pioneer to West North Grand								\$750,000			Unfunded
SR 190 Corridor Improvements											
*Riverwalk Marketplace Commercial Center Mitigation Projects - Phase II											
SR 65 Interchange: Construct westbound auxillary lane from Jaye Street to SR65 onramp*											
Construction	\$3,300,000										Measure R Reg
Main Street Intersection Improvements: Construct intersection improvements at Main St off-ramp terminal*											
Construction	\$1,710,000										Measure R Reg
Newcomb Street Intersection: New SR 190 access @ Newcomb Street alignment. Construct single lane hybrid roundabout											
Design				\$2,000,000							Unfunded
Construction							\$25,300,000				Measure R Reg
Newcomb Street Rehabilitation: Teapot Dome to SR 190 (4 lanes)											
Design				\$500,000							Unfunded
Construction							\$6,800,000				Measure R Reg
Plano Street Intersection: Reconstruct Plano St/SR 190 Intersection to accommodate a dual lane roundabout with bypass lanes and bike/ped trail to east											
Design	\$1,518,000										CMAQ
Property Acquisition	\$1,118,000										CMAQ
Construction			\$5,750,000								CMAQ
Plano Street Intersection @ College Ave: Reconstruct intersection to accommodate a single lane roundabout											
Design	\$1,518,000										CMAQ
Property Acquisition	\$1,118,000										CMAQ
Construction			\$5,750,000								CMAQ
Westwood Street Intersection: Construct single lane hybrid roundabout @ Westwood Street											
Construction	\$3,700,000										Measure R Reg
Westwood St. Rehabilitation: Worth to SR 190											
Design			\$500,000								Unfunded
Environmental & ROW acquisition			\$500,000								Measure R Reg
Construction				\$1,900,000							Measure R Reg
Conversion to Expressway btwn Westwood and SR 65											
Design				\$1,000,000							Unfunded
Construction							\$8,700,000				Measure R Reg

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PUBLIC WORKS - BRIDGES & STREETS PROJECTS											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Frontage Streets and local connectivity between Westwood and SR 65											
Prospect St - Poplar to Worth Avenue, incl. Poplar Ditch crossing											
Design				\$350,000							Measure R Reg
Environmental & ROW acquisition				\$500,000							Measure R Reg
Construction					\$1,250,000						Measure R Reg
Worth Avenue - Prospect to Newcomb											
Design					\$350,000						Measure R Reg
Environmental & ROW acquisition					\$500,000						Measure R Reg
Construction						\$1,400,000					Measure R Reg
Worth Avenue - Newcomb to Westwood											
Design							\$500,000				Measure R Reg
Environmental & ROW acquisition							\$750,000				Measure R Reg
Construction								\$2,650,000			Measure R Reg
Total	\$13,982,000	\$0	\$12,500,000	\$6,250,000	\$2,100,000	\$1,400,000	\$42,050,000	\$2,650,000	\$0		
Scranton Avenue - SR 65 to Westwood (2 lanes)											
								\$5,300,000			Unfunded
Scranton/Westwood/West/Worth Realignment to accommodate Airport Runway Shift											
Environmental & Design	\$900,000										Measure R Reg
Land Acquisition	\$500,000	\$900,000									Measure R Reg
Construction		\$12,000,000									Measure R Reg
Teapot Dome Airport Gateway Reconstruction Project											
Environmental & Design			\$1,000,000								Measure R Reg
Land Acquisition				\$1,000,000							Measure R Reg
Teapot Dome - West St to SR 65							\$6,560,000				Measure R Reg
West Roundabout							\$3,000,000				Measure R Reg
Newcomb Roundabout							\$3,000,000				Measure R Reg
Tule River Tribe Complete Streets and Two Pedestrian Bridges Project											
PA&ED	\$178,000										ATP
PS&ED		\$408,000									ATP
R/W		\$350,000									ATP
Construction			\$6,284,000								ATP
Union Avenue Reconstruction Indiana Street to Jaye Street											
Design	\$90,967										MI
ROW Acquisition	\$750,000										MI
Utility Relocation		\$300,000									Unfunded
Construction		\$1,500,000									Unfunded
Cottage Street and Union Ave. Meter Project		\$100,000									WRF
Construction Management		\$225,000									Unfunded
Vandalia Median Island Project (Jaye St.)	\$100,000										Measure R Local
Villa Olive to Henderson - Reconstruction (including Porter Slough Crossing)											
Utility Relocation	\$100,000										MI
Water line replacement - Construction	\$2,259,270										WRF
Construction Management - Water	\$205,388										WRF
Sewer line replacement - Construction	\$326,071										SRF
Construction Management - Sewer	\$29,643										SRF
Storm line installation - Construction	\$780,882										SRF
Construction Management - Storm	\$70,989										SRF
Recycled Water line - Construction	\$1,448,733										WRF
Construction Management - Recycled	\$131,703										WRF
Street Reconstruction - Construction	\$2,900,046										MI
	\$1,300,000										SB1
	\$2,081,767										Measure R Local
Construction Management - Street	\$571,074										MI
Slough Crossing - Construction	\$850,000										MI
Construction Management - Slough	\$127,500										MI
Total	\$13,183,066										

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PUBLIC WORKS - BRIDGES & STREETS PROJECTS											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Villa from Westfield to 650" South - Construction											
Environmental		\$75,000									MI
Design		\$130,000									MI
ROW Acquisition & Easements		\$350,000									MI
Water line			\$250,000								WRF
Sewer line			\$250,000								SRF
Storm line			\$250,000								SRF
Recycled Water line			\$250,000								WRF
Construction			\$1,000,000								MI
Construction Management			\$100,000								MI
Total	\$0	\$555,000	\$2,100,000								
BRIDGES AND STREETS FY 24/25 TOTAL \$57,490,438											

Street Projects
Storm Drain Projects
Sewer Projects
Water Projects

SUMMARY OF BRIDGES AND STREETS FUNDING			
Active Transportation Program (ATP)	\$672,000	Road Repair & Accountability Act Funds (SB1)	\$5,159,553
Certificate of Participation (COP)	\$0	Sewer Bond Refinance (Sewer Bond Refi)	\$0
Congestion Mitigation and Air Quality (CMAQ)	\$5,272,000	Sewer Developer Fees (Sewer DF)	\$0
General Fund (GF)	\$0	Sewer Revolving Fund (SRF)	\$3,417,585
General Fund Carryover (GF CO)	\$0	Solid Waste Reserve (SW Reserve)	\$60,000
Highway Bridge Program (HBP)	\$0	Special Gas Tax (SGT)	\$75,000
Highway Safety Improvement Program (HSIP)	\$0	Storm Drain - Developer Fees (Storm Dr DF)	\$500,000
Local Transportation Funds (LTF)	\$0		
Measure I (MI)	\$11,641,564	Surface Transportation Program (STP)	\$1,970,000
Measure R - Alternative Transportation (Measure R AT)	\$885,000	SWRCB Loan/Grant (SWRCB)	\$0
Measure R - Local (Measure R Local)	\$7,376,767	Water - Developer Fees (Water DF)	\$0
Measure R - Regional (Measure R Reg)	\$14,310,000	Water Replacement Fund (WRF)	\$6,055,094
Traffic Impact Fees (TIF)	\$95,875	Unfunded	\$0
Total			\$57,490,438

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PUBLIC WORKS - SIGNALS											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Upgrade of signals to ITS Technology	\$150,000	\$154,875	\$159,908	\$165,105	\$170,471	\$176,012	\$181,732	\$187,638	\$193,737	\$200,033	SGT
Synchronization of signals			\$100,000								SGT
Traffic Management Center			\$1,000,000								SGT
Traffic Safety Evaluations	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	STP
Sign & Signal - Upgrade	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	SGT
HAWK Crossings											
Morton @ Santa Fe Byway		\$506,333									ATP
		\$93,667									Measure R - AT
Olive Ave @ Santa Fe Byway		\$506,333									ATP
		\$93,667									Measure R - AT
Plano @ Chase (HAWK)		\$506,333									ATP
		\$93,667									Measure R - AT
Rapid Flashing Beacons - Pedestrian Crossings											
Elderwood @ BMS, incl. curb ramps	\$80,000										Measure R - AT
Mulberry and Verdugo, incl. curb ramps	\$80,000										Measure R - AT
Mulberry and Belmont, incl. curb ramps	\$80,000										Measure R - AT
Orange and G, incl. curb ramps	\$80,000										Measure R - AT
Pioneer and Milo	\$40,000										Measure R - AT
Putnam @ W Putnam School, incl. curb ramps	\$80,000										Measure R - AT
Westfield and Linda Way, incl. curb ramps	\$80,000										Measure R - AT
Westfield and Villa	\$40,000										Measure R - AT
Lighted Crosswalks - Collector & Arterial											
Morton @ El Granito St		\$150,000									Measure R - AT
Morton @ Kessing St		\$150,000									Measure R - AT
Morton @ Roche St		\$150,000									Measure R - AT
North Grand @ Prospect St	\$150,000										Measure R - AT
Henderson @ Plano					\$1,000,000						Unfunded
Henderson @ Second				\$1,000,000							Unfunded
Mathew @ Morton		\$1,000,000									Unfunded
Newcomb @ Mulberry											
Design	\$150,000										Measure R Local
Construction	\$800,000										Measure R Local
Newcomb @ N. Grand					\$1,000,000						Unfunded
Olive @ Prospect					\$1,000,000						Unfunded
Porter Road @ Olive Avenue											
Design		\$175,000									Measure R Local
Construction		\$140,000									Measure R Local
		\$660,000									HSIP

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PUBLIC WORKS - SIGNALS											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Prospect @ Bel Air								\$1,000,000			Unfunded
Prospect @ North Grand				\$1,000,000							Unfunded
Prospect @ Pioneer				\$1,000,000							Unfunded
Putnam @ Crestview					\$1,000,000						Unfunded
Putnam @ Leggett			\$1,000,000								Unfunded
Westfield @ Indiana			\$1,000,000								Unfunded
Westfield @ Lombardi		\$1,000,000									Unfunded
Westfield @ Mathew - Burton Traffic Mitigation		\$45,875									TIF
City Share (Design, ROW & Environmental)		\$954,125									Unfunded
SIGNALS FY 24/25 TOTAL \$1,985,000											

SUMMARY OF SIGNAL FUNDING	
Local Transportation Funds (LTF)	\$0
Special Gas Tax (SGT)	\$300,000
Highway Safety Improvement Program (HSIP)	\$0
Measure R - Alternative Transportation (Measure R -	\$710,000
Measure R - Local (Measure R Local)	\$950,000
Surface Transportation Program (STP)	\$25,000
Traffic Impact Fees (TIF)	\$0
Unfunded	\$0
Total	\$1,985,000

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PUBLIC WORKS - WATER INFRASTRUCTURE											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	24/25
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
ANNUAL WATER PROGRAMS:											
Rehabilitate Wells	\$150,000										WRF
Electrical Upgrades for water facilities	\$150,000	\$250,000									WRF
Downtown Pipe Replacement Program		\$300,000	\$300,000	\$300,000	\$300,000						WRF
Water Capacity Program											
Well No. 36 - Site TBD			\$4,300,000								Water DF
Well No. 37 - Includes Piping (Tule River)	\$3,491,693										COP
Well No. 38 - Site TBD					\$3,500,000						Unfunded
Sustainable Groundwater Management Act (SGMA) Compliance											
Eastern Tule GSA/Tule Sub-basin coordination agreement and on-going administration	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	WRF
Eastern Tule GSA/JPA local governance	\$130,000	\$130,000	\$130,000	\$130,000	\$130,000	\$130,000	\$130,000	\$130,000	\$130,000	\$130,000	WRF
Alternative water capacity sources	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	WRF
Construction of monitoring wells	\$500,000	\$500,000	\$500,000								WRF
Monitoring Well Water Quality Testing	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	WRF
SGMA RECHARGE PROGRAM											
North recharge basin and infrastructure improvements - NW of FKC, W of Westwood											
Construction and Construction Management	\$1,692,000										WRF
DR #23 (Center Basin) dual-recharge basin and infrastructure improvements - Hager Pit											
Construction	\$451,823										WRF
DR #28 (S Jaye St) dual-recharge basin and infrastructure improvements											
Environmental Review & Engineering/Design	\$135,000										WRF
Construction	\$1,500,000										WRF
Tule River/Jaye Street dual-recharge basin and infrastructure improvements											
Environmental Review & Engineering/Design	\$175,000										WRF
Construction		\$1,000,000									WRF
Rails to Trails/Vandalia ID recharge basin and infrastructure improvements											
Environmental Review & Engineering/Design			\$100,000								WRF
Construction			\$500,000								WRF
Heritage Center Drainage Reservoir #58											
Environmental Review & Engineering/Design		\$125,000									WRF
Construction			\$300,000								WRF
Drainage Basin #30 - Airport System											
	\$100,000										COP
Stormwater Capture & Recharge (Land acquisition and construction)											
	\$680,000	\$680,000	\$680,000	\$680,000	\$680,000	\$680,000	\$680,000	\$680,000	\$680,000	\$680,000	WRF
Total	\$6,978,823										

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PUBLIC WORKS - WATER INFRASTRUCTURE											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	24/25
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
TERTIARY TREATMENT											
Tertiary Treatment - Corporation Yard											
CEQA	\$300,000										COP
Design	\$1,000,000										COP
Construction Phase I				\$60,000,000							Unfunded
Construction Phase II					\$60,000,000						Unfunded
Total	\$1,300,000										
Tertiary Treatment - Satellite Plant (PADA)											
Facility Improvements		\$100,000									WRF
EAST PORTERVILLE WATER INFRASTRUCTURE											
Phase 2 Improvements											
East Porterville Booster Pump 1 & 2 Upgrade											
Property Acquisition	\$100,000										WRF
Design	\$450,000										WRF
Construction		\$1,900,000									WRF
Well No. 34 - Equipping and Construction	\$3,000,000										SWRCB
Hillcrest Water Main Replacement - EP 3MG Reservoir to Morton Avenue (18" main)											
Design & Environmental	\$150,000										WRF
Construction		\$800,000									WRF
Hillcrest Water Main Replacement - Morton to Olive Avenue (18" main)											
Design & Environmental	\$150,000										WRF
Construction		\$1,000,000									WRF
Generator - 100kW					\$125,000						WRF
Generator - 200kW					\$125,000						WRF
Generator - 400kW					\$270,000						WRF
Martin Hill 3MG Tank Booster Pump Upgrade (VFD)	\$350,000										WRF
Olive - D St. to E St. - Pipe			\$150,000								Water DF
Pioneer - Cross SR 65 - Casing		\$150,000									Water DF
Putnam Water Line Replacement											
Putnam - Plano to Fourth		\$86,000									WRF
Putnam - Plano to Henry		\$86,000									WRF
Putnam @ Henry - PRV		\$23,000									WRF
Storage Reservoir Rehabilitation Program											
East Porterville - 3MG Tank Cathodic Protection	\$90,000										WRF
Highland 305K Tank Cathodic Protection	\$80,000										WRF
Scenic Heights 3MG Tank Coating & Repair		\$1,200,000	\$2,000,000								WRF
Scenic Heights 3MG Tank Overflow	\$250,000										WRF
Airport 300K Water Tank Cathodic Protection	\$80,000										WRF
Success Reservoir Enlargement Project (City Share)											
Interagency Coordination, Environmental, ROW Acquisition, and Design	\$175,000	\$175,000	\$175,000								WRF
Radio Read Water Meter Replacement Program											
Citywide meter replacement	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	WRF
Water Meter Fixed Network Data Collector	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	WRF
River Clean-Up	\$150,000	\$150,000	\$150,000								WRF
SCADA (Supervisory Control And Data Acquisition) System											
Initiation	\$500,000										ARPA
Retrofit	\$800,000	\$500,000	\$500,000								WRF

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PUBLIC WORKS - WATER INFRASTRUCTURE											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	24/25
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
ANNUAL WATER MASTER PLAN COMPLIANCE AND REIMBURSEMENT PROGRAM:											
Master Plan Payback	\$413,000	\$426,423	\$440,281	\$454,590	\$469,365	\$484,619	\$500,369	\$516,631	\$533,422	\$550,758	Water DF
STUDIES:											
Master Plan Update - Water	\$40,000						\$500,000	\$500,000	\$500,000		Water DF
Urban Water Management Plan - 2025 Update	\$40,000	\$40,000									WRF
Integrated Regional Water Management Plan and Implementation	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	WRF
Tule River/Porter Slough - Clean Up	\$37,312	\$38,525	\$39,777	\$41,069	\$42,404	\$43,782	\$45,205	\$46,674	\$48,191	\$49,758	WRF
Tule River - JPA Administration	\$15,991	\$16,511	\$17,047	\$17,601	\$18,173	\$18,764	\$19,374	\$20,004	\$20,654	\$21,325	WRF
WATER INFRASTRUCTURE FY 24/25 TOTAL	\$19,186,819										

SUMMARY OF WATER INFRASTRUCTURE FUNDING			
General Fund (GF)	\$0	Water - Developer Fees (Water DF)	\$453,000
Department of Water Resources (DWR)	\$0	Water Replacement Fund (WRF)	\$10,342,126
SWRCB Loan/Grant (SWRCB)	\$3,000,000	Wastewater Treatment Facility Reserve (WWTFR)	\$0
Equipment Replacement Funds (ERF)	\$0	Certificates of Participation (COP)	\$4,891,693
American Rescue Plan Act (ARPA)	\$500,000		
Storm Drain Developer Fees (Storm Dr DF)	\$0	Unfunded	\$0
Total			\$19,186,819

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PUBLIC WORKS - SEWER INFRASTRUCTURE											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	24/25
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
ANNUAL SEWER PROGRAMS & MASTER PLAN PAYBACK:											
Master Plan Payback	\$333,507	\$344,346	\$356,000	\$368,000	\$380,000	\$393,000	\$406,000	\$420,000	\$434,000	\$449,000	Sewer DF
STUDIES:											
Master Plan Update - Sewer							\$125,000	\$125,000	\$125,000		Sewer DF
SEWER REPLACEMENT PROGRAM:											
Phase III - Putnam/RR to Plano				\$215,000							SRF
Phase IV - Baker/Murry					\$100,000						SRF
Phase V - Murry/Harrison to Putnam						\$250,000					SRF
Phase VI - Roche/Alley/Henrahan							\$175,000				SRF
Annexation Sewer Projects											
Annexation 480 - Chelsea Rose Area North Grand (W of Newcomb)/Rose/Baker			\$655,000								Unfunded
Miscellaneous City Areas			\$1,470,000								Unfunded
Total Annexation Sewer Projects	\$0										
Lift Station Upgrade	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	SRF
SEWER INFRASTRUCTURE FY 24/25 TOTAL	\$433,507										

SUMMARY OF SEWER INFRASTRUCTURE FUNDING			
General Fund (GF)	\$0	Sewer Developer Fees (Sewer DF)	\$333,507
Measure I (MI)	\$0	Sewer Revolving Fund (SRF)	\$100,000
Sewer Bond Refinance (Sewer Bond Refi)	\$0	Unfunded	\$0
Total			\$433,507

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PUBLIC WORKS - STORM DRAIN INFRASTRUCTURE											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	24/25
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
ANNUAL STORM DRAIN PROGRAMS & MASTER PLAN PAYBACK:											
Master Plan Payback	\$149,000	\$154,000	\$154,000	\$160,000	\$166,000	\$172,000	\$178,000	\$184,000	\$190,000	\$197,000	Storm Dr DF
STUDIES:											
Master Plan Update - Storm Drain							\$125,000	\$125,000	\$125,000		Storm Dr DF
MUNICIPAL STORM SEWER SEPARATE SYSTEM (MS4) PROJECTS:											
Permit Fee	\$30,975	\$31,982	\$33,021	\$34,094	\$35,202	\$36,346	\$37,528	\$38,747	\$40,007	\$41,307	SRF
Compliance Program	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	SRF
Discharge Improvements	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	SRF
DRAINAGE RESERVOIR PROJECTS:											
Drainage Reservoir No. 14 Expansion - (east of Plano St., north of Grand Ave & Leggett St)											
Design, Environmental & Land Acquisition			\$60,000								Storm Dr DF
Construction			\$100,000								Storm Dr DF
Drainage Reservoir No. 15 (Master Plan Facility Villa Street, Westfield Ave)											
Acquisition & Environmental							\$100,000				Storm Dr DF
Drainage Reservoir No. 18 (Master Plan Facility SW Cor. SR 65 & W. North Grand)											
Construction	\$500,000										Storm Dr DF
Drainage Reservoir No. 47 (Master Plan Facility Hillcrest Street, north of Henderson Avenue - Canyon Springs)											
Acquisition					\$94,000						Storm Dr DF
Construction & Reimbursement								\$700,000			Unfunded
Drainage Reservoir No. 49 (Master Plan Facility - Red Hawk Estates)											
Acquisition					\$250,000						Storm Dr DF
Construction & Reimbursement								\$458,000			Unfunded
Floodplain Management		\$10,000			\$10,000			\$10,000			Storm Dr DF
Mill Ave. - Hockett/"D"						\$80,000					Unfunded
North Grand Storm Drain SR 65 Crossing							\$338,531				Storm Dr DF
Outfall pipeline to SR 65 Pond No. 24 (N of Linda Vista)				\$751,660							Unfunded
Westfield Storm Drain - Main Street to SR65 (inc. Hayes Field)			\$1,800,000								SRF
Onsite Hayes Field	\$175,000										SRF
Mulberry Storm Drain	\$800,000										SRF
Zalud Park Storm Dr. Upgrade (pipeline work)		\$175,838									Storm Dr DF
Zalud Park Storm Dr. Pump Upgrade		\$60,000									Storm Dr DF
STORM DRAIN INFRASTRUCTURE FY 24/25 TOTAL \$1,904,975											

SUMMARY OF STORM DRAIN INFRASTRUCTURE FUNDING			
General Fund (GF)	\$0	Storm Drain - Developer Fees (Storm Dr DF)	\$649,000
Measure I (MI)	\$0	Unfunded	\$0
Sewer Revolving Fund (SRF)	\$1,255,975		
Total			\$1,904,975

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PUBLIC WORKS - WWTF											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Biosolids Hauling	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	WWTFR
Blower Parts and Controls Replacement	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	WWTFR
Clarifier Center Drive Replacement	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	WWTFR
Contracted Services - Compliance & Operation Oversight	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	WWTFR
De-nitrification Project	\$1,000,000										WWTFR
		\$30,000,000	\$30,000,000								Unfunded
Digester #1 and #4 Repairs											
Design	\$325,000										WWTFR
Construction (inc. #4 control replacement)	\$1,700,000										WWTFR
Digester Cleaning/Coating/Equipment Replacement	\$113,575	\$117,266	\$121,077	\$125,012	\$129,075	\$133,270	\$137,601	\$142,074	\$146,691	\$151,458	WWTFR
Effluent Outfall Pump Maintenance	\$120,000			\$600,000							WWTFR
Emergency Generator for WWTF (200kW)	\$185,000										WWTFR
Headworks Grinder Replacement	\$400,000										WWTFR
Manhole 10A Inspection/Repair	\$100,000										WWTFR
Odor Control Project - Phase 2											
Design			\$250,000								WWTFR
Construction				\$1,750,000							Unfunded
Office Building Replacement											
Design	\$200,000										WWTFR
Construction		\$2,000,000									WWTFR
Total	\$200,000										
Plant #2 Evaluation & Repairs											
Evaluation	\$25,000										WWTFR
Design	\$125,000										WWTFR
Construction		\$400,000									Unfunded
Total	\$150,000										
Plant #1 Evaluation & Repairs											
Evaluation	\$25,000										WWTFR
Design incl re-asphalt	\$125,000										WWTFR
Construction incl asphalt repairs		\$600,000									Unfunded
Total	\$150,000										
Reclamation Area Pipeline Installation	\$150,000	\$150,000									WWTFR
Safe Drinking Water Supply Deliveries	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	WWTFR
SCADA Upgrade	\$300,000										WWTFR
Screw Press/Daft Repairs	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	WWTFR
Septic Station Retrofit	\$70,000										WWTFR
Sludge/Grit Staging Area											
Design	\$150,000										WWTFR
Construction		\$150,000									WWTFR
Sludge Line - Westwood Bridge over Tule River	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	WWTFR
Sludge Transfer Pump Replacement	\$300,000										WWTFR

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PUBLIC WORKS - WWTF											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Treatment Water Filling Station	\$150,000										WWTFR
WAS/RAS Pump Replacement	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	WWTFR
WWTF FY 24/25 TOTAL											\$7,223,575

SUMMARY OF WASTEWATER TREATMENT FUNDING	
Wastewater Treatment Facility Impact Fees (WWTFIF)	\$0
Wastewater Treatment Facility Reserve (WWTFR)	\$7,223,575
Unfunded	\$0
Total	\$7,223,575

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

COMMUNITY DEVELOPMENT											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
PLANS & STUDIES											
Active Transportation Plan	\$225,000										Measure R - AT
Update Circulation Element, incl fee structure, State mandated amendments, etc.	\$225,000										Measure R Local
Comprehensive General Plan Update incl CEQA				\$1,000,000							Unfunded
Development Ordinance Update (inc. Hillside Development)	\$19,158										GF
Five year Consolidated Plan	\$150,000										GF
General Plan: Safety Element and Environmental Justice Element	\$59,048										GF
Industrial Annexations incl Environmental			\$175,000								Unfunded
COMMUNITY DEVELOPMENT FY 24/25 TOTAL \$678,206											

SUMMARY OF COMMUNITY DEVELOPMENT FUNDING	
General Fund (GF)	\$228,206
Local Transportation Funds (LTF)	\$0
Measure R - Alternative Transportation (Measure R - AT)	\$225,000
Measure R - Local (Measure R Local)	\$225,000
REAP Grant (REAP)	\$0
Tulare Council of Associated Governments Grant (TCAG)	\$0
Unfunded	\$0
Total	\$678,206

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PARKS AND LEISURE											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
City Hall Improvements											
City Hall Painting & Rehab (Inside)			\$50,000								GFRDM
City Hall Exterior Doors			\$12,000								Unfunded
City Hall Roof Replacement	\$700,000										GFRDM
City Hall HVAC/Solar/Energy Efficiency		\$5,000,000									Unfunded
City Hall HVAC Upgrade		\$98,000									Unfunded
City Facilities ADA Improvements											
ADA Improvements to City Hall	\$350,000										RM
ADA Transition Plan											
Facility Improvements	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	GFRDM
ADA Playground Wood Fiber - Various Parks		\$25,000		\$25,000		\$25,000		\$25,000		\$25,000	GFRDM
Butterfield Corridor Improvements - West North Grand to Yates											
Construction	\$7,100,000										ATP
	\$7,900,000										Measure R - AT
Parking Lot @ Henderson Ave.	\$1,000,000										Measure R - AT
Storm Drain - Zalud Park to Westfield	\$600,000										Storm Dr DF
Water Line (Henderson to North Grand)	\$600,000										WRF
Recycled Water (Yates to North Grand)	\$4,000,000										WRF
Butterfield Corridor Improvements - Tule River Bridge											
Design and Environmental	\$750,000										Measure R - AT
Construction			\$5,000,000								Measure R - AT
Butterfield Corridor Improvements - West North Grand to Strathmore											
Design and Environmental				\$500,000							Measure R - AT
Construction					\$8,000,000						Unfunded
Butterfield Corridor Improvements - Yates to Teapot Dome											
Design and Environmental				\$250,000							Measure R - AT
Construction					\$4,000,000						Unfunded
Centennial Park Improvements											
PA System			\$50,000								Unfunded
Downtown Holiday Décor		\$15,000									Unfunded
Downtown Banners	\$5,000										GF
Community Center/Park (4th St)											
Design	\$1,368,000										Prop 68
Construction	\$6,432,000										Prop 68
	\$4,057,850										ARPA
	\$900,000										Measure R - AT
		\$4,725,000	\$2,517,150								MI
Community Sports Lighting											
Hayes Field Lights	\$555,000										ARPA
	\$196,055										GFRCI
Sports Complex	\$61,821										CEQA Mitigation
Golf Course Improvements											
Perimeter Netting - Leggett Street			\$215,000								Unfunded
Perimeter Netting - Park Drive				\$170,000							Unfunded
Driving Range Poles/Netting	\$300,000										ARPA
Library - New Facility											
Design and Construction Support	\$746,000										CSLG
	\$2,462,000										Insurance
Construction		\$6,454,000									CSLG
		\$16,770,000									Unfunded
		\$8,000,000									Insurance

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PARKS AND LEISURE											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Multi-Sport Field Improvements (Santa Fe Sportsplex)											
Design	\$18,000										CDBG
Interim Multi-use Fields	\$1,737,654										CDBG
Restroom Facilities & Storage	\$300,000										Measure R - AT
Murry Park											
Murry Park Pond Embankment Stabilization		\$90,000									Unfunded
Murry Park Pool											
Diving Board	\$24,000										GFRDM
Interior & Exterior Lighting Project	\$75,000										GFRDM
Gutter Replacement	\$125,000										GFRDM
Replaster	\$165,000										GFRDM
Tiles	\$250,000										GFRDM
Restroom Renovation	\$100,000										GFRDM
Restroom Roof	\$125,000										GFCRI
Snackbar Roof	\$60,000										GFRDM
Navigation Center Expansion	\$2,000,000										ARPA
OHV Park											
Design	\$500,000										OHV
Construction		\$500,000									OHV
		\$1,800,000									Unfunded
Putnam Property Improvements (Henry St. Park)											
Design											
Pond and Amenities		\$25,000									Insurance
Park and Amenities (Restrooms)		\$50,000									Insurance
Construction											
Restrooms		\$137,000									Insurance
			\$113,000								Unfunded
Park Amenities and Landscaping			\$125,000								Unfunded
Parking lot				\$750,000							Unfunded
Total	\$0										
Santa Fe Byway Improvements											
Construction	\$2,919,402										Clean CA
	\$2,170,887										Measure R - AT
Skate Board Park											
Fence Replacement		\$40,000									Unfunded
Lighting	\$30,000										Measure R - AT
Sports Complex Improvements											
Removal from FAA jurisdiction		\$250,000									Unfunded
Sports Complex New Parking Lot					\$1,750,000						Unfunded
Sports Complex Pavilion			\$85,000								Unfunded
Perimeter Fencing		\$20,000									Unfunded
Lighted Trail				\$2,060,000							Unfunded
Sports Complex Restroom/Concession/Storage			\$450,000								Unfunded
Baseball Field											
Design	\$167,150										ARPA
Construction		\$832,850									Unfunded
		\$650,000									Unfunded
Stout Building Improvements											
ADA Improvements - Stout Building			\$100,000								Unfunded

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PARKS AND LEISURE											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Tule River Parkway Improvements Lighting and Amenities (Phases I-II)											
Design/Environmental		\$120,000									Unfunded
Construction			\$1,500,000								Unfunded
Tule River Parkway Phase III											
Construction - (Total cost \$3,544,064)	\$1,733,750										CMAQ
Construction - City Match	\$1,056,642										Measure R - AT
Construction Management (\$253,672)	\$91,250										CMAQ
Construction Management - City Match	\$162,422										Measure R - AT
Tule River bank stabilization repairs	\$500,000										Measure R - AT
Tule River Parkway Phase IV (SR 65 to Westwood)											
Acquisition			\$800,000								Measure R - AT
Design/Environmental			\$165,000								Measure R - AT
Construction				\$2,071,916							Measure R - AT
Veteran's Park Trail - Phase II: Paving and Lighting (South half of trail loop, including slough crossings, and connection to trail by Helicopter Monument)											
Construction	\$1,800,000										Measure R - AT
Total	\$1,800,000										
Veteran's Park Trail Amenities (Restrooms, playground, Slough Crossing, Parking Lot on south side, east of pavilion)											
Design/Environmental	\$150,000										Measure R - AT
Construction		\$2,000,000									Measure R - AT
Playground		\$275,000									GFRCI
Total	\$150,000	\$2,275,000									
PARKS FY 24/25 TOTAL \$56,444,883											

SUMMARY OF PARKS FUNDING			
Active Transportation Program Grant (ATP)	\$7,100,000	GF Donations	\$0
American Rescue Plan Act (ARPA)	\$7,080,000	Local Transportation Funds (LTF)	\$0
Cal State Library Grant (CSLG)	\$746,000	Measure I (MI)	\$0
CEQA Mitigation (CEQA Mitigation)	\$61,821	Measure R - Alternative Transportation (Measure R - AT)	\$16,719,951
Clean California (Clean CA)	\$2,919,402	OHV Grant (OHV)	\$500,000
Community Development Block Grant (CDBG)	\$1,755,654	Proposition 68 (Prop 68)	\$7,800,000
Congestion Mitigation Air Quality Funds (CMAQ)	\$1,825,000	Risk Management (RM)	\$350,000
General Fund (GF)	\$5,000	Insurance Proceeds	\$2,462,000
General Fund Reserve Capital Improvements (GFRCI)	\$321,055	Storm Drain - Developer Fees (Storm Dr DF)	\$600,000
General Fund Reserve Deferred Maintenance (GFRDM)	\$1,599,000	Water Replacement Fund (WRF)	\$4,600,000
		Unfunded	\$0
Total			\$56,444,883

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

POLICE											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Animal Shelter Building Improvements											
Equipment	\$160,000										GF Donations
TOTAL	\$160,000										
Generator Replacement @ D St Station, incl. new electric panel, foundation, & appurtenant components		\$100,000									ERF
		\$140,000									Unfunded
Emergency Response Vehicle Preemption Retrofit			\$300,000								Unfunded
Radio Encryption			\$450,000								Unfunded
PD Training Facility											
Rifle Range Improvements		\$100,000									Unfunded
POLICE FY 24/25 TOTAL \$160,000											

SUMMARY OF POLICE FUNDING	
American Rescue Plan Act (ARPA)	\$0
Asset Forfeitures (AF)	\$0
Building Construction Fund (BCF)	\$0
Equipment Replacement Fund (ERF)	\$0
General Fund (GF)	\$0
General Fund Donations (GF Donations)	\$160,000
Land Sale Revenue (Land Sale)	\$0
Local Transportation Funds (LTF)	\$0
Surface Transportation Program (STP)	\$0
Measure H (MH)	\$0
Measure I (MI)	\$0
Measure R - Alternative Transportation (Measure R AT)	\$0
Unfunded	\$0
Total	\$160,000

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

FIRE											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Fire Station Remodels											
Design	\$363,454										MI
Fire Station #71											
Construction		\$4,500,000									MI
Bauer Airfill Station			\$80,000								MI
Fire Station #72											
Construction			\$4,500,000								MI
Training Facility											
Prop Enhancements	\$2,000,000										MI
Asphalt Rehab			\$500,000								MI
Fire Station #73 (PSB)											
Construction			\$2,500,000								MH
Fire Station #74											
Property Acquisition		\$2,000,000									Unfunded
Design			\$1,000,000								Unfunded
Construction				\$10,000,000							Unfunded
Public Safety Headquarters/EOC											
Design	\$1,250,000										OES
Construction		\$8,750,000									OES
		\$11,250,000									MI
Engine Replacement 2194	\$270,000										MI
FS#74 Type 1 Engine	\$270,000										MI
Ladder Truck 71	\$456,000										MI
Emergency Response Vehicle Preemption Retrofit	\$65,000										MH
FIRE FY 24/25 TOTAL \$4,674,454											

SUMMARY OF FIRE FUNDING	
Cal OES Grant (OES)	\$1,250,000
General Fund (GF)	\$0
General Fund Reserve Capital Improvements (GFRCI)	\$0
General Fund Reserve Deferred Maintenance (GFRDM)	\$0
Equipment Replacement Fund (ERF)	\$0
Measure H Equipment Replacement (ERF(H))	\$0
Measure H (MH)	\$65,000
Measure I (MI)	\$3,359,454
American Rescue Plan Act (ARPA)	\$0
Assistance for Firefighters Grant (AFG)	\$0
Homeland Security Grant (HSG)	\$0
Unfunded	\$0
Total	\$4,674,454

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

AIRPORT											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Runway 12-30 Improvements											
Phase 1 - Relocate Perimeter Fence for Runway Shift											
	\$765,000										FAA/AIP Grant
	\$38,250										CA Div of Aero
	\$46,750										AOF
Total	\$850,000	\$0									
Phase 2 - Runway Shift											
Design		\$720,000									FAA/AIP Grant
		\$36,000									CA Div of Aero
		\$44,000									AOF
Construction			\$3,600,000	\$3,600,000							FAA/AIP Grant
				\$150,000							CA Div of Aero
			\$400,000	\$250,000							AOF
Total	\$0	\$800,000	\$4,000,000	\$4,000,000							
Rehabilitate Parallel and Connecting Taxiways											
Construction	\$1,409,312										FAA/AIP Grant
	\$150,000										CA Div of Aero
	\$540,000										AOF
Total	\$2,099,312										
Taxilane Rehabilitation											
Design & Construction					\$900,000						FAA/AIP Grant
					\$45,000						CA Div of Aero
					\$55,000						AOF
Total	\$0				\$1,000,000						
Restaurant Improvements											
Restroom Hazardous Material Abatement	\$100,000										AOF
Restaurant - Restroom Update and painting of interior and exterior	\$100,000										AOF
AIRPORT FY 24/25 TOTAL \$3,149,312											

SUMMARY OF AIRPORT FUNDING			
Airport Operating Fund (AOF)	\$786,750	Measure R (MR)	\$0
CA Division of Aeronautics (CA Div of Aero)	\$188,250	Rebuilding American Infrastructure w/Sustainability and Equity Grant (RAISE)	\$0
FAA/AIP Grant	\$2,174,312	Storm Drain - Developer Fees	\$0
Equipment Replacement Fund (ERF)	\$0	Unfunded	\$0
Total			\$3,149,312

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

TRANSIT											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
ZERO EMISSION VEHICLE PROGRAM											
Paratransit and Microtransit Services											
Purchase Electric Vehicles				\$533,332					\$665,000		SB1
Fleet Replacement											
Purchase of Vehicles	\$690,000										FTA 5339
	\$173,000										LTF Transit
	\$2,100,000	\$2,800,000									FTA 5307
	\$525,000	\$700,000									LTF Transit
Total	\$3,488,000										
FACILITY MAINTENANCE PROGRAM											
New Bus Maintenance Facility											
Design	\$1,200,000										FTA 5307
	\$300,000										LTF Transit
Construction			\$10,000,000								SB125
											Unfunded
Total	\$1,500,000										
Prospect St Bus Maintenance Facility Improvements											
Fuel Management System	\$240,000										FTA 5307
	\$60,000										LTF Transit
Renewable Energy Infrastructure	\$800,000										FTA 5307
	\$200,000										LTF Transit
Security Improvements	\$260,000										FTA 5307
	\$65,000										LTF Transit
Total	\$1,625,000										
Transit Center											
Transit Center Improvements Exterior and Lobby	\$15,000										LTF Transit
	\$60,000										FTA 5307
Construction of the Expansion				\$520,000							Unfunded
				\$130,000							Unfunded
Total	\$75,000										
Battery Electric Vehicle (BEV) Master Plan											
Construction		\$400,000	\$400,000								FTA 5307
		\$100,000	\$100,000								LTF Transit
Electric Vehicle Charging Stations (Public access)		\$80,000		\$80,000		\$80,000		\$80,000			Air District
Transit Shelters	\$80,000				\$80,000						FTA 5307
	\$20,000				\$20,000						LTF Transit
Transit Signage at Transit Shelters	\$80,000										FTA 5307
	\$20,000										LTF Transit
Transit Signal Preemption	\$200,000	\$200,000		\$60,000		\$60,000		\$60,000			FTA 5307
	\$50,000	\$50,000		\$15,000		\$15,000		\$15,000			LTF Transit
Multi-modal Corridor Rail ROW Improvements	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	FTA 5307
	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	LTF Transit
TRANSIT FY 24/25 TOTAL \$7,198,000											

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

TRANSIT											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	24/25

SUMMARY OF TRANSIT FUNDING	
Air District	\$0
Air Resources Board (CARB)	\$0
Congestion Mitigation and Air Quality (CMAQ)	\$0
FTA 5307	\$5,050,000
FTA 5339	\$690,000
LTF Transit	\$1,458,000
Measure R - Transit	\$0
SB125	\$0
Unfunded	\$0
Total	\$7,198,000

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

MISCELLANEOUS PROJECTS											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	24/25
American Rescue Plan Act COVID Technology Updates											
Field Services Campus Fiber Connection						\$100,000					Unfunded
Field Services Connection to City Hall						\$1,000,000					Unfunded
Public Safety Building connection to City Hall		\$500,000									Unfunded
Council Chambers Infrastructure	\$10,000										ARPA
Conference Rooms Equipment and Installation	\$30,000										ARPA
Blockhouse/IT Office Improvements		\$100,000									Unfunded
Corporation Yard Fuel Island	\$240,000										ERF
Digitization of Records & Records Management		\$20,000									GF
Permitting & Asset Management Software	\$125,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	GF
Refuse											
Transfer Station Concrete Pad (Green Waste)	\$250,000										SW Reserve
Transfer Station Cover	\$150,000										SW Reserve
Transfer Station Scales	\$300,000										SW Reserve
Entry "Welcome" Signs											
North SR 65	\$50,000										Measure R Reg
South SR 65	\$100,000										Measure R Reg
West Olive Avenue	\$10,000										Measure R Reg
Eastbound SR 190 @ Westwood	\$10,000										Measure R Reg
Westbound SR 190 @ Plano	\$10,000										Measure R Reg
Website Update - Accessibility	\$10,000										RM
Weed Abatement - City Transportation Facilities		\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	LTF
MISCELLANEOUS FY 24/25 TOTAL \$1,295,000											

SUMMARY OF MISCELLANEOUS FUNDING	
General Fund (GF)	\$125,000
General Fund Reserve Capital Improvement (GFRCI)	\$0
General Fund Reserve Deferred Maintenance (GFRDM)	\$0
American Rescue Plan Act (ARPA)	\$40,000
Congestion Mitigation Air Quality (CMAQ)	\$0
Equipment Replacement Fund (ERF)	\$240,000
Local Transportation Funds (LTF)	\$0
Measure R - Regional (Measure R Reg)	\$180,000
Risk Management (RM)	\$10,000
Solid Waste Reserve (SW Reserve)	\$700,000
Unfunded	\$0
Total	\$1,295,000

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

EQUIPMENT REPLACEMENT SCHEDULE

DEPARTMENT	EQUIPMENT DESCRIPTION	ESTIMATED COST
Finance - IT	Misc computer equipment	\$ 40,000
	Servers (2)	\$ 40,000
Police	Police interceptors (4)*	\$ 238,500
Engineering	Robotic Survey Equipment	\$ 66,000
Parks Maintenance	Dump Trailer	\$ 13,200
	18' Mower	\$ 110,000
	Pickup Truck*	\$ 65,000
	Pickup Truck*	\$ 65,000
	Chipper Body*	\$ 45,000
Sports Complex	6' Mower	\$ 5,200
Leisure Services	Light Towers (2)*	\$ 24,000
Public Works - Streets	2500 Gal Water Truck	\$ 200,000
	2 Axle Semi Truck	\$ 140,000
	Pickup Truck*	\$ 56,000
	Flatbed Truck*	\$ 54,000
Public Works - St Signals, Signs	Stencil Truck	\$ 180,000
	Total General Fund Equipment Replacement	<u>\$ 1,341,900</u>
Airport	Pickup Truck*	\$ 60,000
	Total Airport Equipment Replacement	<u>\$ 60,000</u>
Public Works - Sewer	Vactor*	\$ 701,000
Public Works - WWTF	Water Analyzer*	\$ 40,000
	Dump Truck*	\$ 285,000
Public Works - Ind. Pre-Treatment	Biochemical Oxygen Demand Meter/Stand/Kit	\$ 5,500
	Ammonia/Total Kjeldhal Nitrogen Instrument	\$ 37,000
	Nanopure System	\$ 6,600
	Microbiological Incubator 35 Deg C	\$ 2,500
	Pickup Truck*	\$ 55,000
	Total Sewer Equipment Replacement	<u>\$ 1,132,600</u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

EQUIPMENT REPLACEMENT SCHEDULE

DEPARTMENT	EQUIPMENT DESCRIPTION	ESTIMATED COST
Public Works - Solid Waste	Automated Containers	\$ 250,000
	Commercial Bins and Rolloff Containers	\$ 200,000
	Pickup Truck*	\$ 55,000
	Total Solid Waste Equipment Replacement	<u>\$ 505,000</u>
Public Works - Water Quality	Chlorine Station	\$ 150,000
	Service Body w/Crane*	\$ 105,000
Public Works - Water Distribution	Cab and Chassis with Utility Bed and Crane	\$ 120,000
	Cab and Chassis with Utility Bed and Crane	\$ 120,000
	Computer/Miscellaneous Equipment	\$ 5,000
	Total Water Equipment Replacement	<u>\$ 500,000</u>
	TOTAL 2024/25 EQUIPMENT REPLACEMENT	<u>\$ 3,539,500</u>

*Prior approval by Council



CITY COUNCIL AGENDA – JUNE 18, 2024

SUBJECT: Consideration of Calling November 5, 2024, General Election; Requesting Consolidation of Election; and Setting Specified Services

SOURCE: Administrative Services

COMMENT: As the City Council is aware, the City's next general election is set to take place on November 5, 2024. Three districts have representatives with terms expiring in 2024: Mayor Martha Flores in District 3, Council Member Don Wehyrauch in District 4, and Vice Mayor Kellie Carrillo in District 5. It is now time for the Council to make certain determinations for the election protocols, including: A) whether the City wishes to consolidate its election with the County elections; and B) if candidate statements of 200 words or less will be permitted, and if so, who will be responsible for the cost - the City or the candidates.

A. Consolidation

The City has consolidated its elections with the County for over twenty years. Prior to 2003, the City conducted stand-alone elections with the assistance and guidance from the election consulting firm Martin Chapman, which ceased operations in 2018. In consolidating with the County, the Registrar of Voters would provide the following services:

1. Distribute and file nomination papers and candidate statements for candidates for City offices.
2. Make all required publications.
3. Prepare, print and mail to the qualified electors of the City sample ballots and voter pamphlets.
4. Provide Vote by Mail ballots for said Municipal Election for use by the qualified electors who may be entitled to such Vote by Mail ballots in the manner provided by law.
5. Order the consolidation of precincts, appoint precinct boards, designate polling places and instruct election officers concerning their duties.
6. Conduct and canvass the returns of the election and certify the votes cast to the City.
7. Receive and process Vote by Mail ballot voter applications.
8. Prepare, print and deliver to the polling places supplies, including the official ballots and a receipt for said supplies.
9. Recount votes, if requested, in accordance with state law.
10. Conduct the above election duties in accordance with the Voting Rights Act of 1975.
11. Perform all other pertinent services required to be performed for said election, except as otherwise agreed, other than the requirements of the

Fair Political Practices Commission; said FPPC requirements to be performed by the City Clerk.

B. Candidates Statements:

With regard to Candidate Statements, the Council must determine whether candidate statements are to be allowed, and if so, who will be the responsible party for paying the pro rata cost of printing and distribution. Said cost is based on the number of registered voters within each district and the final amount may vary depending on the number of candidates filing statements for each individual district area, as printing costs are shared. The approximate costs are as follows:

- District 3 - \$650
- District 4 - \$750
- District 5 - \$500

This estimate serves as a deposit and once the actual cost is determined by the County, the deposit is reconciled.

Historically, past Councils have differed on approaches to this item. In some past elections, the City bore the cost of the Candidate Statements, and in others – most recently the 2022 election – the Candidates bore the cost. The Council could also consider a hybrid in which the City and Candidate each pay a portion.

Staff has budgeted \$60,000 in the General Fund for this election. For Council's information, the number of registered voters currently in Porterville is 25,319.

RECOMMENDATION:

That the City Council:

1. Adopt the draft Resolution calling the Election for November 5, 2024; requesting and consenting to the consolidation of the election; and setting specifications of the election order;
2. Adopt the draft Resolution requesting that the Board of Supervisors permit the Registrar of Voters to render specified services to the City for the November 5, 2024, Election;
3. Make a determination on whether candidate statements of 200 words or less will be allowed with no additional mailings, and if so, who shall be responsible for the estimated cost per candidate - the City or the candidate;
4. Authorize that the County Election Department, 5300 W. Tulare Ave. Suite 105, Visalia, California 93277, be designated as the Central Counting Place for the November 5, 2024, General Municipal Election; and
5. Authorize payment to the Tulare County Registrar of Voters upon the completion of the requested services.

ATTACHMENTS:

1. November 5, 2024 Election Calendar
2. Draft Resolution - Election Services

3. Draft Resolution - Even Year Consenting et al.

Appropriated/Funded:

Review By:

Department Director:

Yuliana Andrade, Acting Administrative Services Director

Final Approver: Patrice Hildreth, City Manager

GENERAL ELECTION

November 5, 2024

Assignment Group: A = Administration Unit O = Operations Unit T = Technical Unit M = Management Team I = Informational

Line	Date		DUE		Description	CODES		E	Check
			Date	Day		Original	Others		
1			15-Jul-2024		Nomination Period Begins				
2			9-Aug-2024	-88	DEADLINES FOR THE FOLLOWING: District and Measures to consolidate with election; Withdraw Nomination Papers; and Close of Nomination	10403 10400 10402	EC 5342	I	
3			9-Aug-2024	-88	Announcement of those offices going into Nomination Extension.			M	
4			12-Aug-2024	-85	Last day candidate may withdraw Candidate Statement and request a refund of the fee.	13307(a)(3)		O	
5	10-Aug-2024	-87	14-Aug-2024	-83	Extended Nomination Period if incumbent fails to file by August 12th. Incumbent cannot file during the extension.	8022(b) 10225	8024 8204	I	
6	12-Aug-2024	-100	14-Aug-2024	-88	BOS - Agenda Item for Consolidation of Districts with the Election.	10002		M	
7	9-Aug-2024	-88	19-Aug-2024	-78	Last day for arguments for local measures. (Date set and published by Elections Official).	9163	9286, 9316,	I	
8	9-Aug-2024	-88	21-Aug-2024	-76	Mail out Declaration of Candidacy to the district secretaries who requested them.	10510(c)		O	
9	12-Aug-2024	-85	29-Aug-2024	-68	Post Qualified Candidate and Measure List to web.			T	
10	20-Aug-2024	-77	29-Aug-2024	-68	Period for rebuttal arguments for local measures, if both an argument for and against were filed by the 78th day. NOTE: City measures are not required to have rebuttals unless the Council adopts the rebuttal provisions pursuant to Elections Code.	9167	9317 9504 9160 9285	I	
11			29-Aug-2024	-68	Death of Incumbent or lone opponent after this date causes election for that office to be canceled.	8026		I	
12			29-Aug-2024	-68	Last day of re-opened filing period if incumbent or lone opponent – nonpartisan, dies before the 68th day prior to election.	8027		I	
13	21-Sep-2024	-45	26-Sep-2024	-40	FPPC - First Pre-election Statement for period 07/01/2024 - 09/24/2024. Form 460	Gov Code 84200.5 84218(b)		O	
14	14-Oct-2024	-22	19-Oct-2024	-17	FPPC - Send reminder memo on second pre-election Campaign Statement period.	Gov Code		O	
15			21-Oct-2024	-15	Last Day to Register	2102		I	
16	9-Sep-2024	-57	22-Oct-2024	-14	Period for write-in Declaration of Candidacy.	8601		I	
17			29-Oct-2024	-7	Last day to accept VBM applications requesting the ballot to be mailed to the voter.	3001		I	
18	7-Aug-2024	-90	5-Nov-2024	0	FPPC - 24 hour filing period for expenditures and contributions of \$1,000 or more (see candidate guide for details)	Gov Code 84203	Gov Code 84101.	O	
19	26-Sep-2024	-40	5-Nov-2024	0	Keep all VoteCal Messages processed and up to date.			O	
20			5-Nov-2024	0	Election Day	1000	14212	I	
21			22-Nov-2024	22	Last possible day to receive completed "No Signature" and "Signature Mismatch" Statements.	3019(e)		O	
22	5-Nov-2024	0	3-Dec-2024	28	Post results as needed to the Web.			T	
23	5-Nov-2024	0	5-Dec-2024	30	Must Refund Candidate Statement overpayments within 30 days.	13307		A	
24	6-Nov-2024	1	5-Dec-2024	30	Post Historical Information and Update Website.			T	
25	6-Nov-2024	1	5-Dec-2024	30	Prepare Agenda Item for BOS to Certify Results of the Election for local offices.			M	

RESOLUTION NO. ____-2024

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE REQUESTING THE TULARE COUNTY BOARD OF
SUPERVISORS PERMIT THE COUNTY REGISTRAR OF VOTERS TO RENDER
SPECIFIED SERVICES TO THE CITY OF PORTERVILLE**

WHEREAS, pursuant to the Elections Code, the governing body of any city may, by Resolution, request the Board of Supervisors of the County to permit the County Elections Official to render specified services to the city related to the conduct of an election; and

WHEREAS, the City of Porterville has ordered an election be held within the boundaries of the City on November 5, 2024.

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

The Board of Supervisors of Tulare County is hereby requested to permit the County Registrar of Voters to render services to the City of Porterville relating to the conduct of the November 5, 2024 Municipal Election as follows:

- a. Distribute and file nomination papers and candidate statements for candidates for City offices.
- b. Make all required publications.
- c. Prepare, print and mail to the qualified electors of the City sample ballots and voter pamphlets.
- d. Provide Vote by Mail ballots for said Municipal Election for use by registered voters in the manner provided by law.
- e. Order the consolidation of precincts, appoint precinct boards, designate polling places and instruct election officers concerning their duties.
- f. Conduct and canvass the returns of the election and certify the votes cast to the City Council.
- g. Prepare, print and deliver to the polling places supplies, including the official ballots and a receipt for said supplies.
- h. Recount votes, if requested, in accordance with state law.
- i. Conduct the above election duties in accordance with the Voting Rights Act of 1975.

- j. Perform all other pertinent services required to be performed for said election other than the requirements of the Fair Political Practices Commission (FPPC); said FPPC requirements to be performed by the City Clerk.

The City Clerk is hereby authorized and directed to transmit certified copies of this Resolution to the Board of Supervisors and to the County Registrar of Voters.

PASSED, APPROVED AND ADOPTED this 18th day of June, 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 ORDERING EVEN-YEAR
CITY COUNCIL ELECTIONS; REQUESTING AND CONSENTING
TO THE CONSOLIDATION OF ELECTIONS; AND SETTING SPECIFICATIONS
OF THE ELECTION ORDER**

WHEREAS, California Elections Code requires a general district election be held in each City to choose a successor for each elective officer whose term will expire on the first Friday in December following the election to be held on the first Tuesday after the first Monday in November in each even-numbered year;

WHEREAS, other elections may be held in whole or in part of the territory of the City of Porterville and it is to the advantage of the City to consolidate pursuant to Elections Code Section 10400; and

WHEREAS, Elections Code Section 10520 requires each city involved in a general election to reimburse the county for the actual costs incurred by the county elections official in conducting the election for that city; and

WHEREAS, Elections Code Section 13307(3c) requires that before the nominating period opens, the governing body must determine whether a charge shall be levied against each candidate submitting a candidate's statement to be sent to the voters; and

WHEREAS, Elections Code Section 12112 requires the elections official of the principal county to publish a notice of the election once in a newspaper of general circulation in the City.

NOW, THEREFORE, IT IS ORDERED that an election be held within the territory included in this City on the 5th day of November, 2024, for the purpose of electing members to the City Council of the City of Porterville in accordance with the following specifications:

SPECIFICATIONS OF THE ELECTION ORDER

1. The Election shall be held on Tuesday, the 5th day of November, 2024. The purpose of the election is to choose individuals for the following offices:

District Three

One (1) Member of the City Council
Term of Four Years

District Four

One (1) Member of the City Council
Term of Four Years

District Five
One (1) Member of the City Council
Term of Four Years

2. This City Council hereby requests and consents to the consolidation of this election with other elections which may be held in whole or in part of the territory of the City, as provided in Elections Code 10400.
3. The City will reimburse the County of Tulare for the actual cost incurred by the county elections official in conducting the general district election upon receipt of a bill stating the amount due as determined by the Elections Official.
4. The City shall / or shall not permit Candidate Statements.
5. The City Council has determined that the _____ will pay for the Candidate's Statement. The Candidate's Statement will be limited to 200 words.
6. The City directs that the County Registrar of Voters of the principal county publish the Notice of Election in The Porterville Recorder, which is a newspaper of general circulation that is regularly circulated in the territory.

PASSED, APPROVED AND ADOPTED this 18th day of June, 2024.

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

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



CITY COUNCIL AGENDA – JUNE 18, 2024

SUBJECT: Authorization to Execute Transportation Services Agreement - Transit Management, Operations, and Maintenance of Porterville Transit

SOURCE: Engineering and Project Management

COMMENT: At its meeting on June 4, 2024, the City Council authorized staff to begin negotiations for a Transportation Services Agreement with Tree's Sierra Management, Inc (dba SM Transit) for the Transit Management, Operations, and Maintenance of Porterville Transit. In addition to managing, operating, and maintaining the Porterville Transit System (PT), the scope of services also includes managing, operating, and maintaining the facility, fleet vehicles, and buses provided by the City. The initial agreement will be a five (5) year term and shall, at the City's option, be unilaterally extended annually thereafter for up to five (5) consecutive one-year option periods. The base term of the agreement resulting from this procurement will be a firm-fixed-price for five years, commencing on July 1, 2024, and ending on June 30, 2029. Price increases, if any, will be calculated by the California Consumer Price Index (CPI) and executed through an amendment to the contract and shall apply solely to the possible agreement extension years beyond the initial five-year agreement term.

Staff was able to negotiate pricing for this agreement that fell within industry norms as well as the City's Independent Cost Estimate (ICE). Year one of the agreed upon "Multi-Year Price Plan" includes startup costs as well as hardware replacements that may be required; the necessity of such items is dependent on the condition of the fleet and its components upon return to the City from Tulare County Regional Transit Agency (TCRTA).

Staff has found the negotiated pricing in the "Multi-Year Price Plan" acceptable and recommends approval of the Transportation Services Agreement for the Transit Management, Operations, and Maintenance of Porterville Transit. Local Transportation Funds (LTF), State Transit Assistance Funds (STAF), Federal Transit Administration (FTA) grants, Measure R and farebox revenues are the sources of funding for the Porterville Transit System management, operations and maintenance.

RECOMMENDATION: That the City Council:

1. Authorize the Mayor to execute the Transportation Services Agreement with Tree's Sierra Management, Inc (dba SM Transit) for the Transit Management, Operations, and Maintenance of Porterville Transit per the scope of services defined in the

Request for Qualifications (RFP) for this agreement at a price not to exceed those listed in the agreed upon "Multi-Year Price Plan" incorporated as "Attachment B" in the agreement; and
2. Authorize progress payments up to one hundred percent (100%) of the fee amounts for services rendered upon receipt of invoices approved by the Assistant City Manager.

ATTACHMENTS:

1. Draft Services Agreement
2. Attachment A - Scope of Services
3. Attachment B - Multi-Year Price Plan

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager

CITY OF PORTERVILLE CALIFORNIA

**TRANSPORTATION SERVICES AGREEMENT
BETWEEN THE CITY OF PORTERVILLE AND SM TRANSIT**

This AGREEMENT is entered into and effective this ____ day of _____, 2024, by and between the CITY OF PORTERVILLE, hereinafter referred to as "CITY" and Tree's Sierra Management, Inc. dba SM TRANSIT, hereinafter referred to as "CONTRACTOR," "VENDOR," "BIDDER," or "SUBRECIPIENT."

RECITALS:

WHEREAS, on April 16, 2024, the City Council authorized the release of a Request for Proposals (RFP) for the operation and maintenance of specified transportation services; and

WHEREAS, CONTRACTOR submitted a proposal dated May 21, 2024, in response to said RFP to provide such services in the method and manner and for the costs set forth in the proposal, subsequent clarifications, and the negotiation with the CITY; and

WHEREAS, CONTRACTOR is a corporation with a primary business address of 235 N. D. St., Porterville, CA 93257, and SSN or EIN: 20-5134417;

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, CITY determined that CONTRACTOR, who provide the sole Response to said RFP, has the management and technical personnel, expertise and other useful assets of sufficient quantity and quality to provide CITY's transportation services, and the City Council has authorized negotiation of this Agreement with CONTRACTOR; and

WHEREAS, CONTRACTOR represents it is licensed, qualified and willing to provide the services requested pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties do agree as follows:

1. PURPOSE OF AGREEMENT

CITY hereby contracts with CONTRACTOR to operate and maintain specified transportation services upon the terms and conditions hereinafter set forth.

2. TERM OF AGREEMENT

- a. **Term.** Subject to the terms and conditions of this agreement, the term of this agreement shall commence on the Effective Date and expire at the end of the day on June 30, 2029, with five (5) one-year contract extension options as indicated in Section 2.c.
- b. **Month-to-Month Extensions.** Upon completion of the term of this agreement, including any option term described below, CITY may, at its sole discretion, extend the term of this agreement on a month-to-month basis up to a maximum of six (6) months. CITY shall notify CONTRACTOR of such extensions at least thirty (30) days prior to the termination date of this agreement. The compensation rates in effect during the last monthly period of the full term of this agreement or any option terms, as applicable, shall remain in effect during any such extensions.

- c. **Option Terms and Termination for Convenience.** CITY, at its sole discretion, but subject to Contractor's consent, may extend this agreement for up to five option terms of one year each for a maximum contract term, including the initial term, of ten (10) years (through June 30, 2029). The CITY will be presumed to desire renewal unless it provides the CONTRACTOR with a written notice of non-renewal at least 12 months in advance of the renewal date. If the CONTRACTOR does not consent to the renewal, it must provide the CITY with a written notice of nonrenewal at least nine (9) months before the renewal date. Additionally, at any time the CITY may terminate the Agreement for convenience, in whole or in part, by giving CONTRACTOR ninety (90) days written notice, if the CITY determines that the termination of the Agreement is in its best interest.

3. SCOPE OF WORK AND ATTACHMENTS INCORPORATED

The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

Attachment No.	Description of Attachment
Attachment 1	RFP No. 23/24-SR1971 (Contained in file and incorporated by reference)
Attachment 2	Contractor's Proposal (Contained in file and incorporated by reference)
Attachment A	Scope of Work/Services as negotiated between City and Contractor
Attachment B	Final Pricing Pages

To the extent the above attachments are in conflict with the specific requirements of this Agreement, the terms contained in this Agreement will apply unless superseded by applicable law.

CONTRACTOR shall provide the transportation services set forth in the above Attachments, which are incorporated by this reference and made a part of this agreement. The CONTRACTOR agrees:

- A. To perform all work necessary to complete in a manner satisfactory to the CITY, those tasks described in RFP No. 23/24-SR1971 (Attachment 1), including any negotiated revisions (Attachment A and 2) for the cost identified in the final pricing pages (Attachment B); and
- B. (Additional Services) To perform incidental work related to the PROJECT and not described in RFP No. 23/24-SR1971, may be needed during the performance of this Agreement. The CONTRACTOR agrees to provide any and all additional services at the rates identified in the Final Pricing Pages (Attachment B). Such additional services shall not be performed by the CONTRACTOR without the written consent of the CITY.

4. CITY COMMITMENTS

CITY shall pay CONTRACTOR monthly as work is completed and invoiced by CONTRACTOR.

5. COMPENSATION AND MAXIMUM OBLIGATION

CITY agrees to pay CONTRACTOR in consideration for its services as described herein. The maximum cost to be paid by CITY to CONTRACTOR shall not exceed the maximum amounts specified in Attachment B, unless otherwise agreed to, prior to the incurring of amounts over the maximum, in writing. This sum shall be expended and paid by the CITY on a reimbursement basis for services actually performed based on the monthly report and similar documents presented by CONTRACTOR to CITY.

The CONTRACTOR shall be paid no later than forty-five days following submission of a written, verified billing to the CITY. Said billing shall include the annual fixed hourly rate for vehicle revenue hours (fixed route, ADA paratransit, on-demand) and the annual fixed monthly rate identified in the final pricing pages (See Attachment B) and well as other pertinent backup documentation required for said billing.

Authorization to pay is commonly received on the tenth day of the following month for which services are rendered and billing submitted. Payments shall be withheld pending receipt of any outstanding reports required by the contract documents.

6. CONTRACT PRICE ADJUSTMENTS

All prices specified shall be firm and fixed for the initial five-year term, unless otherwise specified in this Section.

In order to protect the interest of the CITY and to give the CONTRACTOR a reasonable basis for price adjustments for the five optional one-year terms, a price adjustment feature is hereby incorporated into the specifications. CONTRACTOR'S optional one-year pricing may be adjusted annually at the time of contract renewal and upon mutual agreement of the parties to the contract to allow for price increases or decreases for labor and benefit rates, supplies and materials.

It will be the responsibility of the CONTRACTOR to request a price adjustment and to provide all documentation necessary. The request for price adjustment must be submitted to the CITY in writing a minimum of ninety calendar days prior to the optional one-year anniversary date of the Agreement. Requests filed after this time period will not be considered.

The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) for All Urban Consumers (CPI-U) U.S. City Average, All Items. The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period.

In no instance shall the price increase exceed 5%. The contract unit price changes as a result of this formula shall be binding on the contractor for the subsequent one-year contract year period. The adjustment of the contract price shall not be retroactive and shall apply only to changes incurred after approval.

7. PERFORMANCE BOND

The faithful performance by CONTRACTOR of each and every term, condition, and provision of this agreement is expressly made a condition precedent for the payment of any sums agreed herein to be paid to CONTRACTOR by CITY. To ensure performance, CONTRACTOR shall post with CITY a bond or other acceptable security in the amount of TWENTY-FIVE PERCENT (25%) of the first year contract price. Such bond or security shall be subject to the approval of CITY's Attorney and Finance Director and shall be executed by CONTRACTOR and a surety company licensed to do business as such in the State of California. The condition of the bond shall be that the CONTRACTOR shall fully and faithfully perform all conditions and covenants of this agreement, or the face amount of such bond shall be forfeited to CITY. The bond may be a renewable one-year bond and shall be renewed annually before its expiration date; provided, however, that such bond must remain in full force and effect from and after the date CITY makes any demands for payment on the bond until CITY releases such claim. Provision of such bond or its equivalent is a material covenant of this agreement and CITY shall not approve any security which is not unconditionally payable to CITY upon CITY demand. CITY reserves the right to rescind the requirement for a performance bond at any time.

8. LIQUIDATED DAMAGES

To emphasize the need for high quality transit services at all time, the CITY has established and enforces a system of financial penalties (liquidated damages), as set forth in Attachment F of the RFP. Attachment F is fully incorporated by reference and made a part of this Agreement.

9. GENERAL AND VEHICLES INSURANCE

- a. Throughout the term of this Agreement, CONTRACTOR shall, at its sole cost and expense, procure and maintain a comprehensive general liability insurance policy providing no less than FOUR MILLION DOLLARS (\$4,000,000) per occurrence with a total policy

limit of no less than F O U R MILLION DOLLARS (\$4,000,000) combined single limit bodily injury and property damage coverage. Said policy shall include coverage for premises (specifically including dangerous condition of public property as well as coverage for the facility and property provided by CITY for CONTRACTOR's use during the term of this contract), personal injury, and blanket contractual, but shall not include coverage for vehicle liability and/or vehicle physical damage insurance (vehicle liability and vehicle damage insurance shall be provided pursuant to Paragraph (b), below). CONTRACTOR shall name CITY and each of its member jurisdictions or other parties as required by CITY, including their officers, employees and agents, as additional insureds on said policy. CONTRACTOR shall cause such additional insureds to be added to its policy of insurance by way of an endorsement which endorsement shall be a CG 20 10 11/85 or equivalent additional insured endorsement. IF CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR. T h e **ADDITIONAL INSURED ENDORSEMENT** shall not be an omnibus endorsement but shall specifically and directly name each additional insured. Such **ADDITIONAL INSURED ENDORSEMENT** will explicitly include coverage for the additional insureds for both ongoing and completed operations so long as the liability of an additional insured arises out of the work of the named insured, or so long as an additional insured's liability arises out of the named insured's performance of this Agreement. The **ADDITIONAL INSURED ENDORSEMENT** shall not contain any provisions which limit or restrict coverage for the additional insureds beyond the extent set forth above.

Any insurance carrier providing insurance called for in this section shall be from a California admitted carrier and have a minimum rating of AM. Best Rated A, or better. Any self-insured retention shall be declared by CONTRACTOR and approved in writing by CITY. With respect to any self-insured retention, the coverage provided for CITY, its member jurisdictions, and other parties required by CITY shall be equal and identical to the coverage of the CONTRACTOR. CONTRACTOR shall provide written documentation to CITY that establishes that as to any self-insured retention, the additional insured parties shall have coverage to the same extent as the CONTRACTOR. CONTRACTOR shall provide CITY with the **ADDITIONAL INSURED ENDORSEMENTS** required by this paragraph within thirty (30) days of the Notice of Contract Award and, upon request, a copy of the entire policy of insurance. Such policy or policies of insurance shall provide that they may not be cancelled without at least 30 days written notice to CITY. CONTRACTOR shall provide CITY with a copy of the current policy of insurance and all endorsements, as well as documentation for coverage under any self-insured retention, within ten (10) days of receiving such a request from CITY).

- b. CONTRACTOR shall provide CITY with vehicle liability insurance in the minimum amount of TWO MILLION DOLLARS (\$2,000,000) per occurrence with a total policy limit of TWO MILLION DOLLARS (\$2,000,000) combined single limit for bodily injury and property damage. Coverage will also include collision and comprehensive physical damage with a deductible not to exceed TEN THOUSAND DOLLARS (\$10,000). Any deductible will be the responsibility of CONTRACTOR. CONTRACTOR shall name CITY and each of the member jurisdictions, or other parties as required by CITY, including their officers, employees and agents, as additional insured on said policy and shall furnish CITY with evidence of insurance within 30 days of the notice of contract award. Such policy or policies shall provide that they may not be cancelled without at least thirty (30) days written notice to CITY. CONTRACTOR shall provide CITY with a copy of the current policy of insurance and all endorsements within ten (10) days of receiving such a request from CITY.

- c. If requested by CITY, CONTRACTOR shall obtain and maintain Professional Liability Insurance coverage in an amount not less than One Million Dollars (\$1,000,000.00).
- d. CONTRACTOR shall obtain and maintain Workers' Compensation Insurance coverage written in accordance with the laws of the State of California providing coverage for any and all employees (and agents/individuals required by law to be covered) in the minimum statutorily required coverage amounts. Furthermore, CONTRACTOR shall indemnify CITY, its officers and employees, for any claims in law or equity occasioned by failure of CONTRACTOR to comply with this provision or which arise out of any job-related injury, including third party claims against CITY by CONTRACTOR'S or subcontractor's employees. The indemnification provisions of this paragraph shall survive the termination of this agreement or any extensions thereof.
- e. Should, at any time, any of the insurance policies required by this Agreement be unsatisfactory to CITY, at its sole discretion, CONTRACTOR shall promptly obtain a new policy, submit the same to CITY. Upon failure of CONTRACTOR to furnish, deliver or maintain any insurance and endorsements as required by this Agreement, at the election of CITY, this Agreement may be immediately terminated as provided herein. Failure of CONTRACTOR to obtain and maintain any required insurance shall not relieve CONTRACTOR of any liability under this Agreement (and CONTRACTOR may be answerable to CITY for damages or any other remedy on account of such breach) nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of CONTRACTOR concerning indemnification.
- f. All insurance provided by CONTRACTOR shall be primary and any insurance or self- insurance maintained by CITY and its member jurisdictions shall be excess of CONTRACTOR's insurance and shall not contribute to it.
- g. CONTRACTOR's failure to provide the insurance required by this section, or CONTRACTOR's submission of insurance policies, endorsements, and other documentation (whether or not such documentation is "accepted" by CITY) shall not waive or satisfy the CONTRACTOR's obligation to provide CITY with the insurance required by this Agreement if it has failed to do so. Should CONTRACTOR fail to provide insurance in the form and amount specified by this Agreement, CONTRACTOR shall be directly liable to CITY to provide it with both a defense and indemnity for any losses which CITY incurs to the extent such losses would have been covered by insurance as is specified in this Agreement. Notwithstanding the above, CONTRACTOR shall not be required to indemnify CITY from loss or liability to the extent such loss or liability arises from the sole negligence or willful misconduct of CITY, its agents, directors, and employees, at such time that such sole negligence or willful misconduct has been finally determined by a court of competent jurisdiction.
- h. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements as set forth above and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater. The defense and indemnifications of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. All deductibles and self- insured retentions (SIR) must be disclosed to CITY for approval and shall not reduce the limits of the

liability. Policies containing any SIR provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsement coverage under this Agreement. Failure to exercise this right shall not constitute a waiver of the right to exercise it later.

10. INDEMNIFICATION

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold CITY (and CITY's member jurisdictions) and its representative officers, directors, employees and agents free and harmless from and against any and all claims, suits, liens, demands, damages, injuries, liabilities, losses and expenses of any kind, including reasonable fees of attorneys and expert witnesses, to the extent they arise out of or are in any way connected with the performance of this Agreement by CITY, its agents, directors or employees, or by CONTRACTOR, its agents, directors or employees, whether such claims, liens, demands, damages, losses or expenses are based upon a contract or upon a claim for personal injury, death or property damage or upon any other legal or equitable theory whatsoever.

CONTRACTOR agrees, at its own expense and upon written request by CITY, to defend any claim, suit, action, or demand brought against CITY on any injury, loss, or liability, actual or alleged, covered herein. Notwithstanding this defense obligation, CONTRACTOR shall not be required to indemnify CITY from loss or liability to the extent such loss or liability arises from the sole negligence or willful misconduct of CITY, its agents, directors, and employees, at such time that such sole negligence or willful misconduct has been finally determined by a court of competent jurisdiction. CONTRACTOR shall provide CITY with a defense until such determination has been made (i.e., until a court of competent jurisdiction has determined that the loss or liability arises from the sole negligence or willful misconduct of CITY, CONTRACTOR shall provide a defense as to such loss or liability). CONTRACTOR's indemnity obligations survive termination of this Agreement.

11. CONTRACT ASSIGNMENT

This agreement shall not be sold, assigned, transferred, conveyed, or encumbered by CONTRACTOR without the prior written consent of CITY, which consent may be withheld in CITY's sole and absolute discretion. Any assignment, transfer, conveyance, or encumbrance of this agreement without CITY's prior written approval shall be null and void. CONTRACTOR shall not sell or otherwise transfer its interest in this agreement without prior written notification to CITY. Upon receiving such notification from CONTRACTOR, CITY may, at its sole discretion, decide to exercise its right to terminate this agreement. Subject to this provision, the agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

12. DISPUTE RESOLUTION

- a. Disputes arising in the performance of this agreement shall be decided in writing by the Assistant City Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, CONTRACTOR mails or otherwise furnishes a written appeal to the Assistant City Manager. In connection with any such appeal, CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Assistant City Manager shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.
- b. Unless otherwise directed by CITY, CONTRACTOR shall continue performance under this agreement while matters in dispute are being resolved.
- c. Should either party to this agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a

reasonable time after the first observance of such injury of damage.

- d. Unless this agreement provides otherwise, all claims, counterclaims, disputes, and other matters in question between CITY and CONTRACTOR arising out of or relating to this agreement or its breach will be decided by mediation and/or arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of California.
- e. The duties and obligations imposed by this agreement and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by CITY or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under this agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

13. RESOLUTION OF FEDERAL PROCUREMENT ISSUES

The Federal Procurement Regulations shall be used where applicable to define, resolve, and settle procurement issues. Unless otherwise directed by CITY, CONTRACTOR shall continue performance under this agreement while matters in dispute are being resolved.

14. STOP WORK

CITY may stop work related to CITY's transportation system upon forty-eight (48) hours written notice to CONTRACTOR. CITY shall be liable for all relevant costs incurred prior to the stop-work period and for restart, if any. When exercising this provision, CITY shall be obligated for the costs of severance for personnel assigned to CITY's transportation system in accordance with the published policy and procedures of CONTRACTOR, a copy of which shall be provided to CITY upon request. Additionally, the cost associated with operations and facilities closing down shall be the obligation of CITY. CONTRACTOR shall make all reasonable efforts to minimize costs to CITY.

15. TERMINATION FOR DEFAULT

- a. All the terms, conditions, and covenants of this agreement are considered material and in the event CONTRACTOR breaches or defaults in the performance of any such terms, conditions, or covenants which are to be kept, done or performed by it, CITY shall give CONTRACTOR ten days written notice either by certified mail or by personal service, describing such breach or default, and if CONTRACTOR fails, neglects or refuses for a period or more than ten days thereafter to remedy, or cure such breach or default, then CITY without further notice, may terminate this agreement. In the event of termination of this agreement as hereinabove specified, CITY shall have the right to take immediate possession of all equipment and facilities provided by CITY to CONTRACTOR and of the facilities and equipment supplied by CONTRACTOR under the provisions of this agreement. In the event CITY does take possession of CONTRACTOR-supplied facilities and equipment, CONTRACTOR shall be reimbursed by CITY for the actual cost of the temporary use of said facilities and equipment. If it is later determined by CITY that CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of CONTRACTOR, CITY, after setting up a new delivery of performance schedule, may allow CONTRACTOR to continue work, or treat the termination as a termination for convenience.
- b. Bankruptcy: Either (a) the appointment of a receiver to take full possession of all or substantially all of the assets of CONTRACTOR or (b) a general assignment by CONTRACTOR for the benefit of creditors, or (c) any action taken by or suffered by CONTRACTOR under any insolvency or bankruptcy act shall constitute a breach of the agreement by CONTRACTOR and CITY shall have the option to terminate this agreement. The parties specifically agree that the selection of CONTRACTOR is based on factors that render contractor especially suited to perform this agreement, such that the identity of contractor is central to the obligations in this contract. Accordingly, this contract is similar to a personal services contract and non-assignable under 11 USC 365 (c).

16. TERMINATION FOR CONVENIENCE

The performance of work under this agreement may be terminated by CITY in accordance with this clause in whole, or from time to time in part, and as consistent with Section 2.c. above, whenever the Assistant City Manager shall determine that such termination is in the best interest of CITY. Any such termination shall be effected by delivery to CONTRACTOR of a notice of termination specifying the extent to which performance of work under the agreement is terminated, and the date upon which such termination becomes effective. After receipt of a notice of termination, and except as otherwise directed by the Assistant City Manager, CONTRACTOR shall:

- a. Stop work under the agreement on the date and to the extent specified in the notice of termination;
- b. Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the agreement as is not terminated;
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to CITY in the manner, at the times, and to the extent directed by the Assistant City Manager, all of the right, title, and interest of CONTRACTOR under the orders and subcontracts so terminated, in which case CITY shall have the right, in its discretion, to settle or pay and or all claims arising out of the termination of such orders and subcontracts; settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Assistant City Manager, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause; transfer title to CITY and deliver in the manner, at the times, and to the extent, if any, directed by Assistant City Manager the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as part of, or acquired in connection with the performance of, the work. terminated, and the completed or partially completed plans, drawings, information and other property which, if the agreement had been completed, would have been required to be furnished to CITY; use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Assistant City Manager, any property of the types referred to above, provided, however, that CONTRACTOR shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Assistant City Manager, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by CITY to CONTRACTOR under this agreement or shall otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as the Assistant City Manager may direct; complete performance of such part of the work as shall not have been terminated by the notice of termination; and take such action as may be necessary, or as the Assistant City Manager may direct, for the protection or preservation of the property related to this agreement which is in the possession of CONTRACTOR and in which CITY has or may acquire an interest.
- d. CONTRACTOR shall be paid its costs, including contract close-out costs, and profit from work performed up to the time of termination. CONTRACTOR shall promptly submit its termination claim to CITY to be paid CONTRACTOR.

17. REMEDIES ON BREACH (WAIVER OF REMEDIES)

The duties and obligations imposed by the agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by CITY or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed

in writing. In the event that CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this agreement, such waiver shall not limit CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of this agreement. It is agreed that in the event of failure by CONTRACTOR to perform the services required by this agreement, in addition to all other remedies, penalties and damages provided by law, CITY may provide such services, and deduct the cost of doing so from the amounts due or to become due to the CONTRACTOR. The costs to be deducted shall be the actual costs to CITY to provide such services.

18. RIGHTS UPON TERMINATION OR EXPIRATION AND WAIVER OF CLAIMS

Upon expiration or earlier termination of this agreement, CITY shall have the right to provide the services by means of its own employees or pursuant to contract with other carrier(s) or otherwise. CONTRACTOR agrees to forever waive any claim, of any sort or nature, against CITY based upon CITY's operation, or contracting for the operation, of the service, or any portion of it. CONTRACTOR shall also waive any right that it otherwise might have to claim entitlement to benefits afforded to private mass transportation companies under Section 3(e) of the Federal Transit Act of 1964 (49 USC Sec. 1602(e)), as it now exists or hereafter may be amended. CONTRACTOR also hereby forever waives any claims of unfair competition that it otherwise might assert, any rights that otherwise might accrue to it under the above- mentioned provisions or under any other similar or comparable provisions of the law. Having entered into this agreement shall not be the sole reason whereby the CONTRACTOR shall be inhibited, penalized, or disqualified from submitting proposals for subsequent transportation, management, and operation programs under the jurisdiction of CITY.

19. CHANGES

CITY, without invalidating this agreement, may order additions to or deletions from the work to be performed. Such changes shall be specified to CONTRACTOR in writing. If justified, the "Maximum Obligation" will be adjusted accordingly. New provisions must be mutually agreeable to both CITY and CONTRACTOR. A shift of vehicle service hours between services within the maximum value or an increase or decrease of up to 15% percent change (up or down) within the current span of service would not constitute a change as defined in this agreement, but any such shift or change shall only occur at the direction of CITY.

20. MODIFICATION OF AGREEMENT

This writing (including all referenced documents and attachments) constitutes the entire agreement between the parties relative to the subject matter of this agreement and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this agreement. There are no understandings, agreements, or conditions with respect to the subject matter of this agreement except those contained in this writing.

21. NOTICES

All notices required to be given with respect to this agreement shall be in writing and mailed first class, postage prepaid to the persons named below or at such addresses as the parties may file with each other for such purpose.

If to CONTRACTOR: Robert Tree
Tree's Sierra Management, Inc., dba SM Transit
323 N. D. Street
Porterville, CA 93257

If to CITY: Assistant City Manager
City of Porterville
291 N. Main Street
Porterville, CA 93257

22. PROPRIETARY RIGHTS

All inventions, improvements, discoveries, proprietary rights, copyrights, and patents made by CONTRACTOR under this agreement shall be made available to CITY with no royalties, charges, or other costs, but shall be owned by CONTRACTOR. All manuals prepared by CONTRACTOR for use by CONTRACTOR in other locales shall be made available to CITY at no charge but shall be owned by CONTRACTOR and shall not be disclosed or released by CITY without prior written consent of CONTRACTOR. Reports and manuals prepared by CONTRACTOR under this agreement for specific use in CITY's system shall become the property of CITY. CONTRACTOR, however, shall have the right to print and issue copies of these reports. CONTRACTOR may make presentations and releases relating to the project. Papers and other formal publications shall be approved by CITY prior to release.

23. FORCE MAJEURE

CONTRACTOR shall not be held responsible for losses, failure to perform, or excess costs caused by events beyond the control of CONTRACTOR. Such events may include, but are not restricted to, the following: fire, epidemics, earthquake, flood, or other natural disaster; acts of the government; riots, strikes, war or other civil disorders; or fuel shortages. In every case, CONTRACTOR shall resume performance at the earliest possible date following the cessation of such unforeseen causes or events. CONTRACTOR shall be entitled to no compensation for any service, the performance of which is excused pursuant to this paragraph.

24. INFORMATION AND DOCUMENTS

All information, data, reports, records, maps, survey results as are existing, available, and necessary for carrying out the work under this agreement, shall be furnished to CONTRACTOR without charge by CITY, and CITY shall cooperate in every way possible in the carrying out of the work without undue delay.

25. EMERGENCY PROCEDURES

In the event of a major emergency such as an earthquake, flood, or man-made catastrophe, CONTRACTOR shall make transportation and communication resources available to the degree possible for emergency assistance. If the normal line of direct CITY from CITY is intact, CONTRACTOR shall follow instruction of CITY. If the normal line of direct CITY is broken, and for the period it is broken, CONTRACTOR shall make best use of transportation resources following to the degree possible the direction of an organization such as the Porterville and/or Tulare County Office of Emergency Services, the police, Red Cross, or National Guard, which appears to have assumed responsibility within CITY's service area. Emergency uses of transportation may include evacuation, transportation of injured, and movement of people to food and shelter. CONTRACTOR shall be reimbursed in accordance with the normal "Price Formula" and "Payment" or, if the normal method does not cover the types of emergency services involved, then on the basis of fair, equitable and prompt reimbursement of CONTRACTOR'S actual costs. Reimbursement for such major emergency services shall be over and above the "Maximum Obligation" of this contract. Immediately when the emergency condition ceases, CONTRACTOR shall reinstate normal transportation services.

26. ACCESS TO RECORDS AND REPORTS (AUDIT AND INSPECTION)

- a. In accordance with 49 C.F.R. 18.36(i), CONTRACTOR shall permit CITY, the FTA Administrator, the Comptroller General of the United States, the California State Controller, and the Sacramento Area Council of Governments or any of their authorized representatives access to any to books, documents, papers and records of CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Further, CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- b. CONTRACTOR agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or

expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case CONTRACTOR agrees to maintain same until CITY, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(1).

27. TRANSFER OF TITLE TO EQUIPMENT

All equipment, parts and supplies purchased by CONTRACTOR under this agreement, either as a direct charge expense or within the defined scope of services, shall become the property of CITY upon either the payment of the direct charge invoice or the expiration or termination of this agreement for any reason unless otherwise specified in writing. The applicable depreciation schedule and residual value, if any, of such items shall be established prior to the execution of this agreement. CONTRACTOR shall maintain a perpetual inventory of all such equipment and supplies purchased under this and any prior agreement, to be submitted for review annually as required by CITY. CONTRACTOR shall be responsible for the replacement of any equipment, parts and supplies purchased or provided, either by CITY or CONTRACTOR, under this agreement that is lost or unreasonably destroyed while under the control of CONTRACTOR.

28. TRANSPORTATION DATA REPORTING

CONTRACTOR shall report operating and financial data to CITY in accordance with the California Public Utilities Code, Chapter 4, Section 99243, and California Administrative Code Title 21, Chapter 3, Subchapter 2, as required under California Transportation Development Act, and with Level "R" of the Uniform Financial Accounting and Reporting Elements as required by the National Transit Database System and the Federal Transit Act of 1964 as both are amended from time to time.

29. PERMITS AND LICENSES

At its sole cost and expense, CONTRACTOR shall obtain any and all permits, licenses, certificates, or entitlement to operate as are now or hereafter required by any agency, specifically including, but not limited to, those that may be required by the California Public Utilities Commission, the California Highway Patrol, the Department of Motor Vehicles and local jurisdictions, to enable CONTRACTOR to perform this agreement. Copies of all such entitlements shall be provided to CITY when received by CONTRACTOR. In the event that any aspect of this agreement requires prior approval by the PUC, the CONTRACTOR shall submit necessary application forms. Both parties shall appear as necessary and cooperate in the commission approval process. CITY reserves the right to oppose, support or be neutral on any such request and on the PUC's ruling thereon. CONTRACTOR covenants to obtain all such approvals before commencing operations, and to conform to the PUC ruling thereon, at its sole cost and expense.

30. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICE

- a. In connection with the execution of this agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including sexual orientation and gender identity), age or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, or national origin or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or terminations; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. CONTRACTOR must submit a properly executed and current Employer Information Report (EEO-1) upon request of CITY. CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.
- b. CONTRACTOR shall also comply with the requirements of Title VI of the Civil Rights Act of 1964

(P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the state and federal government now in existence or hereafter enacted. Further, CONTRACTOR shall also comply with the provisions of Section 1735 of the California Labor Code.

- c. CONTRACTOR shall not discriminate, nor allow any of its officers, employees, or agents to discriminate against any passenger or patron because of race, color, sex, age, or national origin or ancestry.
- d. CONTRACTOR shall promptly notify CITY of any discrimination complaints. CONTRACTOR shall, at its sole cost and expense, conform to any final orders issued by any State or Federal agency with jurisdiction to correct the CONTRACTOR'S discrimination in employment and/or service and shall fully save harmless and indemnify CITY in this regard.

31. LABOR PROVISIONS

In accordance with 40 U.S.C. 329 and 29 CFR Part 5, CONTRACTOR hereby certifies compliance with the following provisions related to the employment of mechanics and laborers under the Contract Work Hours and Safety Standards Act.

- a. **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work week.
- b. **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen or guards, employed in violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.
- c. **Withholding for Unpaid Wages and Liquidated Damages.** CITY shall upon its own action or upon written request of authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.
- d. **Non-Construction Grants.** Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three

years from the completion of the contract for all laborers and mechanics, including guards and watchmen, of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the recipient shall require the contracting Officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by contractor or subcontractor for inspection, copying, or transcription by authorized representatives of Department of Transportation ("DOT") and the Department of Labor and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

- e. **Subcontracts.** Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (a) through (e) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (a) through (e) of this paragraph.
- f. CONTRACTOR and any subcontractor shall comply with 40 U.S.C. 3701.

32. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

- a. **General Transit Employee Protective Requirements-** To the extent that the Federal Transit Administration (FTA) determines that transit operations are involved, CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R.-Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. CONTRACTOR agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternative provisions for these projects are set forth in subsections (b) and (c) of this clause.
- b. **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities** -If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, CONTRACTOR agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Amendment or Cooperative Agreement with the state. CONTRACTOR agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
- c. **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in**

Nonurbanized Areas-If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

- d. CONTRACTOR also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or part with Federal assistance provided by FTA.

33. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

CONTRACTOR agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq., Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and all regulations promulgated to implement the ADA and Section 504 of the Rehabilitation Act of 1973, as amended, as may be applicable to CONTRACTOR.

34. CIVIL RIGHTS

During the performance of this contract, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- a. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex (including sexual orientation and gender identity), age, or disability. In addition, CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to the underlying contract:
- c. **Race, Color, Creed, National Origin, Sex -** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

- d. **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
- e. **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, CONTRACTOR agrees that it will comply with the requirements of the U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
- f. **Subcontracts.** CONTRACTOR agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
- g. **Employer Information Report.** CONTRACTOR must submit a properly executed and current Employer Information Report (EEO-1) upon request of CITY.

35. DISADVANTAGED BUSINESS ENTERPRISE

- a. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.
- b. CONTRACTOR agrees to ensure that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, CONTRACTOR and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. CONTRACTOR and its subcontractors shall not discriminate on the basis of race, creed, national origin, age or sex in the award and performance of federal-assisted contracts.
- c. CONTRACTOR shall cooperate fully with CITY in meeting any of CITY's commitments and goals with regard to the maximum utilization of disadvantaged business enterprises. CONTRACTOR shall keep records of DBE participation in all activities carried out pursuant to this agreement and shall report to CITY all such participation and efforts made to encourage DBE participation as required by CITY. See Appendix H- DBE Goal for the current established goal.
- d. CONTRACTOR shall incorporate the provisions of this paragraph in all applicable subcontracts.

36. DRUG AND ALCOHOL TESTING

CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or CITY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR

Part 655 and review the testing process. CONTRACTOR agrees further to certify annually its compliance with Part 655 and to submit the Management Information System (MIS) reports by March 1 of each year to CITY. To certify compliance, CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

37. CHARTER SERVICE OPERATIONS

The CONTRACTOR agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, and any amendments thereto that may be issued, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

38. SCHOOL BUS OPERATIONS

CONTRACTOR agrees that neither it nor any subcontractor performing work in connection with this agreement will engage in school bus operations for the transportation of students or school personnel exclusively in competition with private school bus operators, except as permitted by 49 U.S.C. § 5323(f) and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, and any amendments thereto that may be issued. Any applicable school bus agreement required by these regulations is incorporated by reference and made part of this agreement.

39. MISCELLANEOUS PROVISIONS

- a. **Energy Conservation.** CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- b. **Interest of Members of or Delegates to Congress.** In accordance with 18 USC, Section 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this agreement or to any benefit arising therefrom.
- c. **Conflict of Interest.** No employee, officer, director, or agent of CITY shall participate in the selection, award, or administration of this agreement if a conflict of interest, real or apparent, is involved. Such a conflict would arise when the employee, officer or agent, or any member of his immediate family, or an organization which employs, or is about to employ same, has a financial or other interest in the firm selected for award. No employee, officer, or agent of CITY shall have any interest, direct or indirect, in this contract or the proceeds thereof during his tenure or for one year thereafter.
- d. **Clean Water Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 ~~et~~ – CONTRACTOR agrees to report each violation to CITY and understands and agrees that CITY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- e. **Clean Air Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. CONTRACTOR agrees to report each violation to CITY and understands and agrees that CITY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. CONTRACTOR also agrees to include this requirement in each

subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

- f. **Debarred Bidders.** This agreement is a covered transaction for purposes of 49 CFR Part 29. As such, CONTRACTOR has verified by signed certification that none of its principals, as defined at 49 CRR 29.995, or affiliates, as defined by 49 CFR 29.905, are excluded or disqualified at 49 CFR 29.940 and 29.945. CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49CFR 29, Subpart C in any lower tier covered transaction it enters into.
- g. **Conflict of Transportation Interests.** The CONTRACTOR shall not divert any revenues, passengers, or other business from CITY's project to any taxi or other transportation operation of CONTRACTOR without the written approval of CITY.
- h. **Conflicting Use.** The CONTRACTOR shall not use any vehicle, equipment, personnel or other facilities which are dedicated to CITY for performing services under this agreement for any use whatsoever other than provided for in this agreement without the prior approval of CITY.
- i. **Fair Employment and Housing Act.** CONTRACTOR shall comply with the requirements of the California Fair Employment and Housing Act.
- J. **Working Conditions.** It shall be a condition of this agreement, and shall be made a condition of each subcontract entered into pursuant to this agreement, that the CONTRACTOR or the subcontractor shall not require any laborer or mechanic employed in connection with the performance of this agreement to work under working conditions which are unsanitary, hazardous or dangerous to his health or safety, as determined under the California Occupational Safety and Health Act of 1973 (Chapter 993, Statutes of 1973).
- k. **Federal Changes.** CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between CITY and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR'S failure to comply shall constitute a material breach of this contract.
- l. **No Obligation By The Federal Government.**
 - 1. CITY and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to CITY, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
 - 2. CONTRACTOR agrees to include the above clause in each subcontract financed in whole in part with Federal assistance provided by *PTA*. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- m. **Fly America Requirements.** CONTRACTOR agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CPR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international

air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

- n. **Recycled Products.** CONTRACTOR agrees to comply with all of the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. CONTRACTOR agrees to include these requirements in every subcontract.
- o. **Taxes/Licenses.** CONTRACTOR shall be responsible for paying any and all Federal, State, and Local taxes. CONTRACTOR shall also be responsible for securing and paying for any and all business licenses and taxes that may be required for the operation of services within the scope of this agreement.
- p. **Failure to Act.** No action or failure to act by either party shall be a waiver of a right or duty afforded under this agreement, nor shall such action or failure to act constitute a breach of this agreement, except as specifically agreed to in writing.
- q. **Conflict of Interests.** CONTRACTOR shall not divert any revenues, passengers, or other business from CITY to any taxi or other transportation operation.
- r. **Waiver and Non-Waiver.** A waiver by one party of the right to a remedy for breach of this contract by the other party shall not be deemed to waive the right to a remedy for a subsequent breach by the other party. Both parties, having had the opportunity to consult an attorney regarding the provisions of this agreement, agree to waive the principle of contract interpretation that an ambiguity will be construed against the party that drafted the ambiguous provision.
- s. **Time is of the Essence.** Time is of the essence in this agreement. CONTRACTOR'S failure to deliver goods/services on time shall be a material breach of this contract. If CONTRACTOR fails to deliver goods/services on time, CITY, at its discretion, may procure those goods/services from another source. If the price paid by CITY for goods/services procured from another source under this paragraph is higher than the price under this agreement, CONTRACTOR shall pay CITY the difference between those prices. CITY may deduct that difference from any amount CITY owes CONTRACTOR.
- t. **Intelligent Transportation System (ITS).** For all ITS property and services, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and 23 CFR part 655 and 940.

40. LOBBYING

CONTRACTOR shall comply with 31 U.S.C. 1352, which provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a

Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient."

41. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS (AND FTA REQUIREMENTS)

CONTRACTOR warrants and covenants that it shall fully and completely comply with all applicable Federal, State, and Local laws and ordinances, and all lawful orders, rules and regulations issued by any CITY with jurisdiction in all aspects of its performance of this

Agreement. CONTRACTOR shall hold CITY harmless from any claims or charges by reason of the CONTRACTOR's or any subcontractor's failure to comply with the applicable laws or any regulations adopted pursuant thereto and shall reimburse CITY for any fines, damages or expenses of any kind incurred by it by reason of said failure. This paragraph shall survive the termination of this agreement or any extensions thereof.

CONTRACTOR shall comply with all of the FTA contractual provisions applicable to CONTRACTOR required for agencies that accept Federal Grant Funds and shall ensure that any subcontractors also comply therewith. The provisions are specified in this Agreement and/or contained in the FTA Requirements attached to the RFP as Attachments A and B (incorporated by reference). Furthermore, the FTA Requirements are subject to change/updates by the FTA. If there is any conflict between FTA terms and conditions (as they now exist or may be updated) and any other terms and conditions of this Agreement, the FTA terms and conditions shall take precedence. Compliance with FTA and/or Federal requirements does not relieve CONTRACTOR from the obligation to follow State or Local laws and regulations, to the extent those laws and regulations do not conflict with the Federal requirements.

42. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to this agreement. Upon execution of the underlying contract, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on CONTRACTOR to the extent the Federal Government deems appropriate.

- b. CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by PTA under CITY of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(l) on CONTRACTOR, to the extent the Federal Government deems appropriate.
- c. CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

43. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in PTA Circular 4220.IE are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any CITY requests, which would cause CITY to be in violation of the FTA terms and conditions.

44. PRIVACY ACT

The following requirements apply to the CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any contract involving Federal Privacy Act requirements. CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government.

CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

45. INDEPENDENT CONTRACTOR

- a. Neither of the parties hereunder shall be deemed to be the agent, employee, partner, or joint venture of the other. CONTRACTOR is and should be an independent contractor performing services under this agreement for the consideration herein set forth.
- b. CONTRACTOR'S employees shall at all times be and remain the sole employees of CONTRACTOR, and CONTRACTOR shall be solely responsible for payment of all employees' wages and benefits. CONTRACTOR, without any cost or expenses to CITY, shall faithfully comply with the requirements of all applicable State and Federal enactments with respect to employer's liability, worker's compensation, unemployment insurance and other forms of Social Security, and also with respect to withholding of income tax at its source from wages of said employee and shall indemnify and hold harmless CITY from and against any and all liability, damages, claims, costs and expenses of whatever nature arising from alleged violation of such enactments or from any claims of subrogation provided for in such enactment or otherwise.

- c. This agreement does not constitute a contract of employment between CITY and CONTRACTOR or any agents, officers, or employees of CONTRACTOR. After the expiration or termination of this agreement, CONTRACTOR'S successor shall be permitted to hire any CONTRACTOR employees previously employed on this program. At that time, in hiring a CONTRACTOR employee or a former CONTRACTOR employee, CITY shall ensure and require that such employment process fairly treat former CONTRACTOR employees as members of the general public with no discrimination, no waiver of job advertising, no consideration of employee's seniority with CONTRACTOR and no other privilege different from that accorded to members of the general public.

46. TRANSITION TO FUTURE OPERATOR

Up to and for a minimum of thirty (30) days following the effective date of termination or expiration of this agreement, CONTRACTOR shall provide to either CITY or any future operator selected by CITY, CONTRACTOR'S full cooperation in the transition to the successor operator. This shall include, at a minimum, consultation regarding labor and management issues (including a delineation of wages and benefits by employee category), access to non-confidential personnel files and maintenance records. CONTRACTOR shall provide its best professional effort to assure a smooth transition from CONTRACTOR'S services to those provided by the new operator and shall cooperate fully with CITY and the new operator to this end.

47. SEVERABILITY

If any provision of this agreement is held invalid or unconstitutional by any court of competent jurisdiction, such decision shall have no effect on the validity of the remaining provisions of this agreement and such remaining provisions shall continue to remain in full force and effect. The validity in whole or in part of any provision of this agreement shall not affect the validity of other provisions.

48. PRECEDENCE OF CONTRACT DOCUMENTS

The total agreement between the parties consists of the documents specified in this paragraph. In the event of a conflict or ambiguity arising between said documents, or any term or condition therein, the document having precedence shall be determined as follows:

- a. Any supplemental agreements executed after the date of this agreement.
- b. This Agreement.
- c. Attachment A and Attachment B to this Agreement.
- d. The RFP (Attachment 1).
- e. CONTRACTOR'S Proposal (Attachment 2).

49. ADDITIONAL TERMS

Attorneys' Fees. In the case of dispute, the prevailing party in any legal or regulatory (administrative) proceeding or action between the parties to this agreement, brought to enforce the terms of this agreement, may recover from the other party its reasonable costs and attorneys' fees in connection with such proceeding or action.

Miscellaneous. CITY's failure to insist in any one or more instances upon the performance of any term or terms of this agreement shall not be construed as a waiver or relinquishment of CITY's right to such performance or to future performance of such a term or terms, and CONTRACTOR'S obligations in respect thereto shall continue in full force and effect. Time shall be of the essence. Changes hereto shall not be

binding upon CITY except when specifically confirmed in writing by CITY.

Interpretation of Ambiguities. Each party and its legal counsel have had the opportunity to participate fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

Applicable Law and Venue. The parties agree that this Agreement is entered into and to be performed in Tulare County, California. To the extent permitted by law the parties waive any applicable venue removal provisions set forth in California Code of Civil Procedure Section 394.

IN **WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed by and through their respective officers thereunto duly authorized on the date written below their signatures.

CONTRACTOR

By: _____
Name: _____
Title: _____

CITY OF PORTERVILLE

By: _____
Martha A. Flores, Mayor

Attest: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

SCOPE OF SERVICES

A. Scope of Work

General Scope of Work

Proposer shall provide management, operations, and maintenance necessary for the daily operation of Porterville Transit (PT). The primary goal of PT is to provide the Porterville Urbanized Area with quality transit services that offer a high-quality alternative to driving. The objectives in meeting the primary goal in the daily operation of PT are to:

1. Supply properly trained and certified transit operators;
2. Provide all support staff including dispatchers, clerical, training and safety personnel, management personnel, supervisory personnel, and fleet, bus stop, and transit cleaning personnel.
3. Supply daily supervision and customer support.
4. Provide transit services according to the routes, times, and schedules defined herein and as may be modified.
5. Provide computer assisted dispatching (CAD), automatic vehicle locating (AVL, and customer relations management (CRM) software and equipment.

Projected Revenue Hours and Miles

Projected annual revenue hours can be found in the table below. The revenue hours reflected in the table below are not a contractual guarantee, only an estimate. Proposers will be paid for actual revenue hours performed, not for estimates as stated below. Revenue hours may vary by +/-20% and proposals should hold constant hourly and fixed rates within that fluctuation throughout the contract performance period and any optional years. City will notify Proposer of additional service revisions or changes at least 60 days prior to the change(s). If at any time, changes to the entire service are greater than +/-20% overall (not including service changes due to events in the force majeure clause, which are common and may occur at any time), the Proposer may request a contract amendment, in writing to be submitted 30 days prior to the change in service.

Service	Estimated Hours
Fixed Route	25,000
ADA Paratransit	3,000
On-Demand	12,000

Service Hours and Days

All PT services (fixed route, ADA paratransit, and on-demand) operate on the same service days.

All fixed routes and ADA paratransit services operate the same service hours. Service is between the hours of 7:00 am to 7:00 pm, Monday through Saturday, and limited service

on Sundays from 8:00 am to 5:00 pm.

On-Demand services operate between the hours of 6:00 am to 10:00 pm, Monday through Saturday, and limited service on Sundays from 8:00 am to 8:00 pm.

PT services do not operate on the following holidays: New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

PT services operate on a "Sunday" schedule for the following days: Martin Luther King Day, Presidents Day, Veterans Day, Day after Thanksgiving, Christmas Eve, New Year's Eve.

Local Fixed Route

PT generally operates a timed-transfer system on headways that typically vary between 30-40 minutes throughout the day. Fixed Route schedules are provided as an attachment. Proposers shall be responsible for ensuring that the revenue service it operates is per the published schedule in print and on the City website, any deviations from the published schedule must be approved by the City in writing.

PT operates six fixed routes: P1, P2, P3, P4, P5, P6

Fixed Route Schedules (Attachment E).

On-Demand Services

On-Demand service offers local origin to destination shared ride service(s). Other passengers will be picked-up and dropped-off along the way. This service is open to the public with no application necessary to use. Trips will be booked from the Proposers proposed technology. Youth, Senior, and ADA trips are booked by calling Porterville Transit (Customer Service). On-Demand also serves ADA eligible residents. ADA eligible riders requiring a trip will be placed on complementary ADA paratransit if the on-demand service is not suitable.

Drivers should strive to arrive at their pick-up destination in a timely manner. Upon arrival of the vehicle at the passenger's pick-up point, the driver shall notify the passenger of their presence by honking the horn. Passengers who reside in an assisted living facility or are to be picked-up at a medical facility must be at the curb. Drivers will not go into facilities. Should the passenger not appear during the time frame (5 minutes), the driver shall note the trip as a no-show, resume service and proceed to the next scheduled reservation.

Drivers shall assist Americans with Disabilities (ADA) passengers using on-demand services whenever possible from the curb of their origin to the curb of their destination. The proposer shall use the highest reasonable degree of care in assisting passengers. Assistance with ADA passengers shall, at a minimum, meet the requirements of the ADA.

Proposer shall park as close and safely as possible to each passenger's origin and destination, including parking lots when necessary.

NOTE: Proposer is responsible for dispatching, scheduling, and performing the trips.

ADA Paratransit Services

PT's complementary ADA paratransit service is available to qualified, certified persons with disabilities unable to board a regular local fixed route, access a bus stop, or otherwise navigate the regular fixed route bus system due to a disabling condition as defined by the ADA.

PT's complementary ADA paratransit service operates on the same hours and days as regular local fixed routes.

PT's complementary ADA paratransit service is operated within $\frac{3}{4}$ of a mile from a regular local fixed route.

PT's complementary ADA paratransit eligibility is conducted by the City of Porterville. Eligible individuals are entered into the database (software technology provided by Proposer).

Proposers shall arrive at the appointed passenger pick-up time but under no circumstances no more than 15 minutes after the appointed pick-up time. If in the case the Proposer arrives early, they shall wait until the designated pick-up time, if contact is made with the passenger in this time frame no requirement shall be made by the Proposer for the passenger to leave before their scheduled pick-up time. If the Proposer arrives early and the passenger wishes to leave early the Proposer shall accommodate the passenger if it is reasonable.

Passengers picked up later than 15 minutes will be considered "late", and Proposer will be subject to an assessed deduction. The proposer shall notify passengers by telephone whenever possible if the vehicle scheduled to pick them up is expected to arrive at the appointed pick-up location more than 15 minutes later than the appointed time.

Upon arrival at the passenger's pick-up point, the driver shall notify the passenger of their presence by honking the horn. Passengers who reside in an assisted living facility or are to be picked-up at a medical facility must be at the curb. Drivers will not go into facilities. The driver shall wait no more than 5 minutes to pick up a passenger after their scheduled pickup time.

Should the passenger not appear during the time frame (5 minutes) and no contact has been made with the passenger, the driver shall note the trip as a no-show, resume service and proceed to the next scheduled reservation. The missed pick-up shall be considered a "no-show" and the procedures for no-show shall be followed. In the case of large facilities with multiple exits and entrances, the Proposer shall confirm with passengers

where they wish to be dropped-off and picked-up. In the case that a driver will not be performing the return trip for a passenger they shall relay the exact pick-up location to dispatch to forward to the next driver.

NOTE: The City is responsible for ADA eligibility and the Proposer is responsible for dispatching, scheduling, and performing the trips.

Porterville Transit Center

PT's Transit Center is located at 61 W. Oak Ave, Porterville, CA 93257. Proposers are responsible for staffing customer service agents (Ticket Sales), dispatch/scheduling staff, janitorial staff, and management and supervisory staff at the Transit Center. Proposers are responsible for general cleaning and janitorial for maintaining cleanliness, safety, and a respectable image (pressure washed when needed). The proposer shall provide all cleaning supplies and cleaning equipment required.

PT's Transit Center will be staff and open between the hours of 6:00 am to 10:00 pm, Monday through Saturday, and limited service on Sundays from 8:00 am to 8:00 pm.

Note: Proposers are responsible for general maintenance and repairs (less than \$1,000). The City is responsible for repairs (greater than \$1,000), landscape, and utilities.

Fleet and Bus Stop Cleaning

Proposers are required to clean each vehicle that was used in revenue service daily. General cleaning including, but not limited to, trash removal, graffiti removal, dusting, sweeping, moping, window cleaning, sanitizing, and exterior washing.

Proposers are responsible for providing bus stop trash removal, bus shelter cleaning, and bus stop maintenance through PT's service area. General cleaning includes, but not limited to, trash removal, graffiti removal, glass and bench cleaning, removal of foreign substances, and sweeping shelter interior and sidewalk adjacent to the shelter.

Proposers shall provide daily cleaning (trash removal, graffiti removal, and sweeping) to all PT bus stops with benches and shelters.

Proposers shall provide monthly detailing to all PT bus stops with benches and shelters for maintaining cleanliness, safety, and a respectable image (pressure washing when needed).

Perform other minor repairs as required. Dismantle, move, and erect bus stop poles, signs, and shelters as needed.

Proposers shall provide all supplies and equipment required. The City shall provide materials including bus stop signs, shelters, and other bus stop parts.

Responsibility of City

A. Management/Administration Oversight

- Marketing and public outreach.
- Development and printing of schedules and informational materials.
- Development and printing of fare media.
- Development and printing of PT logos/decals/signage.
- Advertising and marketing materials on buses and facilities.
- ADA Paratransit eligibility.
- Fare policies.

B. Planning

- Service planning and route design.
- Long- and short-range operating and capital planning.

C. Maintenance and Equipment

- Vehicle and equipment maintenance.
- Facility and landscape maintenance (greater than \$1,000).
- Farebox and video security equipment.
- Fuel for PT vehicles.
- Bus stop and shelter equipment.
- Transit Center office furniture and some equipment.

D. Technology

- ITS infrastructure.
- Cellular data and modems/routers.
- Facility and onboard security systems and technology.
- Radio communications, including dispatch equipment.
- Point of sale system.

E. Amenities

- Passenger amenities, signage, and related components.

F. Transit Center Utilities

- Water, Sewer, Trash, Gas, Electric.

G. Liability Insurance for PT Vehicles

- Liability Insurance of PT vehicles will be the responsibility of the City.

Responsibility of Proposer

A. Equal Opportunity Employer

Proposers shall not discriminate based on race, color, religion, national origin, ancestry, sex, physical disability, or other protected class.

B. Retaining Existing Workforce

Proposers declare that they, as the successful Proposer, will agree to retain qualified, non-management employees of the current Contractor(s) for a period of at least 90 days, in accordance with California Labor Code Section 1072.

C. Uniforms

Proposer shall provide uniforms, approved by City, for all employees and shall wear City-approved uniforms while on duty. Uniforms shall be clean and neat. The PT logo shall be displayed prominently on the uniform. Proposer logos are allowed on the uniform. However, the Proposer logo shall be displayed secondarily to PT logos in respect to size and area.

Employees shall wear name tags that clearly display their names while performing their duties. Footwear must either be black or brown and weather and terrain appropriate (Ex: non-slip shoes, boots, hiking shoes), that are professional in appearance. Tennis shoes are not allowed. Employees shall always be neatly groomed and dressed in uniform while on duty except during special theme-oriented days designated by Proposer and approved by City.

Note: Proposer logo placement shall be approved by City. Uniform non-compliance will result in a penalty.

D. Fare Collection

Proposer shall collect a valid fare from all persons riding PT services provided under this Contract in accordance with the fare structure established by the City. The city reserves the right to amend the fare structure. Any changes to the fare structure shall be communicated to the Proposer in writing at least 30 days in

advance of it taking effect. The proposer shall not deny access to any person paying a valid fare without specific permission from the City. Proposer shall honor valid PT employee passes. Proposer will not issue free passes or any other passes without prior approval of the City.

The city will notify the Proposer of any promotion PT is conducting on a route. All Free Ride/Discount promotions shall be honored by the Proposer. The operator shall have the responsibility to verify that the Free Ride/Discount promotion presented is valid and has not expired. Instructions will be provided for the counting of riders. Since operators will be asked about PT activities, the information shall be posted in a prominent location and/or circulated among the operators. Proposer will be further required to remove any outdated postings of any information or promotional materials on buses and/or facilities, unless otherwise directed by the City.

All fares collected by Proposer shall be collected in fareboxes provided by the City. At the conclusion of each service day, Proposer shall be responsible for probing the farebox, exchanging the cashbox, and storing the used cashboxes in a secure vault. On the following day, proposer is responsible for collecting the used cashboxes, counting, reconciliation, and depositing the revenues.

The proposer shall ensure the appropriate security systems and procedures are in place to safeguard the fares and the fare collection process. Security systems and procedures may include monitoring the probing of the farebox, transfer of cashboxes, and storage of the cashboxes in the Proposers vault. City shall have the right to accept, reject, or require changes to the security systems or procedures outlined by Proposer.

Note: Deductions may be assessed for discrepancies.

E. Bus Operators (Drivers and Supervisors)

Proposer shall be entirely responsible for the employment and supervision of operators necessary to perform system operations. Such responsibilities shall include, although not necessarily limited to:

- Operator recruitment
- Onboarding
- Screening
- Selection
- Training
- Supervision
- Proper licensing
- Employee relations
- Discipline
- Retraining
- Evaluation
- Termination

Minimum Qualifications

As a part of operator recruitment, operator must:

- Be at least 21 years of age.
- Have a minimum of three years licensed driving experience.
- Have no more than three moving violations or accidents within the immediately preceding three-year period.
- Have no convictions for misdemeanor or felony driving under the influence or no failures to appear.
- Have never been convicted of a violent crime, or a crime of moral turpitude.
- Must be eligible to work in the United States.
- Have a high school diploma or equivalent.
- Proposer shall procure background checks before hiring any operator. The contents and source of the background check must be approved in advance by the City.
- Each operator must hold, and always maintain, the proper valid licenses and certifications required by the DMV, CHP, State and Federal regulating agencies to operate a transit vehicle in revenue and non-revenue service. Licenses and certifications shall include, but not limited to the following: a valid Class B, endorsed for air brakes and passengers, driver's license issued by State of California, a DMV Medical Examiner's Certificate, and Verified Transit Training (VTT). Proposer shall screen the California DMV record of each prospective operator.
- Proposer shall conduct background checks in accordance with applicable law, including California Labor Code 432.7, and shall review the criminal history of each application for the position of operator and shall reject any applicant with any felony conviction. Exceptions may be submitted in writing to the City for approval. Criminal checks must include all places of residence noted on the application.
- All operators must be able to read and speak the English language sufficiently to converse with the public, provide instructions in the event of an emergency, understand highway traffic signs and signals, understand street signs, understand routes and schedules, respond to dispatch, fill out incident and accident reports, fill out pre- and post-trip inspection reports, and any other document or report requested or required by law.

F. Road Supervision

The Proposer shall have a minimum of 2 road supervisors in the field during the span of service. At a minimum, Proposer shall have 1 Road Supervisor for the Fixed Route and 1 Road Supervisor for Complementary ADA Paratransit and On-Demand Services.

Road Supervisors are responsible for managing and directing the activities of the vehicle operators including on-time performance, lift problems, fare issues, farebox problems, accident investigation, assistance in disputes/incidents, determining and working with detours, operator ride-a-longs, operator semi-annual evaluations. Proposer shall provide Road Supervisors with a separate, independent radio

communication system. Cell phones are permissible.

G. Emergency Operations

Proposer shall be aware and make its employees aware that the City in emergency response actions. Although the City expects all reasonable cooperation during any emergencies or emergency response operations, Proposer employees are not considered Disaster Service Workers under California Law. During all hours of operation, the Proposer shall have one manager or other supervisory employee on duty and designated as having immediate authority over all current operations. The identity of that employee must be communicated to all other on-duty employees for that shift, and to the City.

H. Fueling

Proposer is responsible for fueling/charging PT vehicles daily at the City of Porterville Corporation Yard located at 555 N. Prospect St., Porterville, CA 9257. The City is responsible for providing fuel for PT vehicles.

I. Fleet Cleaning

Proposer is required to maintain the inside and outside appearance of PT vehicles in a neat, safe, and operable condition. Such cleaning will include removal of all dirt, debris, and graffiti. Proposer will promptly notify the City of any repair, broken, cut, worn, torn, or vandalized components of the vehicles to eliminate hazards and unsightliness, and to minimize passenger discomfort.

Daily, all PT vehicles utilized in revenue service shall be cleaned, including washing and scrubbing of the full exterior, wheels, inside of all windows, scrubbing of oil or other excessive residue off the rear end, dusting or vacuuming of all seats, dashboard, stanchions and exposed services, and sweeping or vacuuming of all floor areas, including the removal of gum, grease, oil, etc.

Bus exteriors must always be maintained, specifically paint and body, for an aesthetically pleasing appearance. The Proposer is responsible for using only quality grade soaps and cleaning solvents that will not damage the exterior or interior surfaces of the buses including advertisements. These solvents should also be environmentally friendly.

All graffiti, interior and exterior, that is cleanable shall be removed as soon as practicable, preferably before the vehicle is placed back in service. If the graffiti is obscene, or gang related, it shall be removed immediately, or the vehicle shall not be used in revenue service until corrected.

All windows and/or inserts that are scratched/etched/fogged to the point of becoming opaque/distorted/seriously damaged causing possible safety issues

shall be immediately reported to the City. All windows that are scratched/etched and hamper clear vision shall be reported to the City. Scratched/etched and hampered vision shall be defined to include bus wash abrasion, graffiti, and damage that exceeds 50% of the window or contains obscene or gang-related etching.

Seats shall be maintained in proper operating condition. All tears, cuts, gum, graffiti, and other damage shall be reported to be repaired by the City. The city will replace cushion materials that are worn or cannot be professionally repaired. Proposer is responsible for steam cleaning and properly disinfecting, as soon as possible, if bodily fluids or solids are deposited on any seats and if seat cushion materials cannot be replaced.

All seats shall be free of excessive dust. Cushioned seats must be vacuumed, keeping dust to a minimum. Each revenue vehicle shall have the seats, stanchions, ceilings, side walls, and floors scrubbed, washed, or shampooed monthly. All seats and surfaces must be completely dry before being placed in revenue service.

Proposer will perform additional cleaning as directed by the City using approved cleaning agents in response to emergency or public health conditions.

Proposer shall provide all cleaning supplies and equipment to perform interior and exterior cleaning. The bus wash rack located at the City of Porterville Corporation Yard may be used if operable. **Proposer is not relieved of cleaning the vehicles if a bus wash rack is not available or inoperable.**

Note: Bus Stop cleaning and maintenance is an opportunity for Proposer to contract with a DBE.

J. ADA Equipment

All wheelchair lifts/ramps, tie-downs, and related equipment shall meet ADA requirements. Operator pre-trip inspections shall be utilized to check lift/ramp operation before pull-out. If the lift/ramp is inoperable at the time of pull-out, the vehicle shall be repaired or traded before pull-out. No vehicle shall be operated in revenue service without functioning ADA equipment. Doing so may be grounds for contract termination.

K. Onboard Technologies

PT vehicles are equipped with a variety of technologies, including passenger Wi-Fi, security camera systems, electronic fare boxes, digital destination signs, automatic voice annunciators (AVA), automatic passenger counters (APC), and infotainment systems. Operator pre-trip inspections shall be utilized to verify operation of onboard technologies before pull-out. Proposer will report any onboard technology equipment not functioning properly to the City.

L. Advertisement on Vehicles

Proposer shall make vehicles available for decaling and/or installation of advertisements. The advertising contractor will make every attempt to provide Proposer with at least 24 hours of notice. Most of the decaling and installation of advertisements shall take place on the weekends or after revenue service hours.

The Proposer shall be responsible for the cost of damages to the advertisements due to accident damage, abuse, or negligence on the Proposer's part. The Proposer shall work with the City's advertising contractor to reach mutual settlement for such damages.

M. Use of Vehicles and Equipment

Proposer understands that vehicles and equipment provided by the City under this Contract shall be used only to provide PT services unless preapproved by the City. Other stipulations include:

- The Proposer's right to use the vehicles and equipment is merely a license that is terminable at will by the City with reasonable notice, and such vehicles may not be assigned to the Proposer.
- The operation of vehicles utilized by Proposer in the performance of this Contract shall comply with all applicable federal, state, and local laws and regulations governing vehicles used for public transportation.
- Proposer agrees that any equipment and/or technology purchased by Proposer through this RFP immediately becomes the property of the City. The City will also retain the right to dictate the location of any equipment placed on PT vehicles and/or facilities, and PT equipment shall have priority consideration with regards to its placement. No modifications to PT vehicles, equipment or facilities will be permitted without prior written approval from the City.
- The City reserves the right to dictate what vehicle type may be used on a specific route or service (local fixed route, ADA paratransit, on-demand). Furthermore, the City reserves the right to dictate to Proposer how many vehicles may be used for revenue service and/or on a PT route, and any additional vehicles beyond the permitted number for any service must be approved by the City in writing prior to their use.
- The use of any PT vehicles and equipment on other transit properties is strictly prohibited.

N. Training and Trainers

All training shall be administered by a qualified trainer. Trainers shall meet the following minimum requirements:

- Must have at least three years of experience as an instructor.
- Must possess a valid Class A or B California License, with air brakes, passenger endorsement, VTT, and current Medical Card.
- All new trainers must be observed instructing and be approved by the City before being used as an instructor.

O. Initial Operator Training

Initial Operator training shall include “Verified Transit Training” (VTT) with a minimum of sixty hours of classroom, which includes the following topics:

- Pre- and Post-trip inspection.
- Map and Schedule reading.
- Farebox, including logging on procedures, fares, transfers, passes, etc.
- Onboard technologies, including logging on procedures.
- Recording NTD information including Bus Number, Route, Run, Trip, Service and Revenue Odometer Readings.
- On-time Performance procedures.
- Bike rack usage.
- Emergency accident and incident procedures and reporting.
- Defensive driving.
- Layover and relief procedures.
- Passenger relations, including dealing with difficult passengers.
- Specialized elderly and disabled instructions, including ADA regulations, lift/ramp operating procedures, and sensitivity training.
- Blood borne pathogens exposure control plan.

A minimum of twenty hours of individual behind the wheel initial training shall also be provided by a qualified trainer. Individual behind the wheel instruction is defined as the number of hours the student is behind the wheel with a trainer instructing one on one.

Proposer employees shall treat all passengers in a courteous and respectful manner consistent with good business practices. If the City determines that a pattern of indefensible customer complaints is established, Proposer shall upgrade its customer relations training program to the City’s satisfaction and retain its personnel as necessary to reduce complaints.

Proposer shall provide, for PT comment and approval, customer service standards that Proposer expects their employees to uphold while on duty. Proposer shall further describe how employees will be trained and held to these standards during the course of employment.

P. Refresher Operator Training

On an annual basis, Proposer shall conduct an eight-hour refresher training course for its operators as required by the DMV in order to maintain VTT. This refresher course will include farebox and onboard technology retraining.

Q. Special Retraining

Proposer shall provide special retraining for operators who have been involved in a preventable accident, who fail to follow proper procedures, who have become lost on route, or who fail to use equipment correctly. Special training shall be made available for operators who may require it due to a change in bid selection or extended leave of absence.

Note: Operators who fail to maintain an unclassified revenue rate of less than 5% shall be retrained on the farebox operations. Operators who are unable or unwilling to maintain an unclassified revenue rate of less than 5% for three consecutive months following the retraining will be replaced. Operator who has 3 verified occurrences (in a single month) for passing up a passenger waiting at a bus stop shall receive retraining.

R. Employee Performance

Proposer shall be solely responsible for the performance of its employees and shall take appropriate action to ensure employees perform in a courteous and professional manner. This shall include the regular practice of ride checks and viewing video to monitor employee performance.

Note: Upon written demand of the City, the Proposer shall immediately remove ANY employee whom the City considers unsuitable for such work. Removed employees must be replaced within 24 hours.

S. Dispatch

At a minimum, Proposer shall have as many dispatchers as are required to perform all necessary functions at a level of performance acceptable to the City. Dispatchers are responsible for coordination and communication with the operators and customers.

Dispatchers shall understand policies and procedures associated with PT services. Dispatchers must be able to communicate service-related information effectively. Dispatchers must be bilingual English/Spanish. Proposers shall require re-training if the City determines there is an unacceptable pattern or practice.

T. Dispatch Log

The dispatchers will be required to keep a daily dispatch log for each service mode, which shall include, but not limited to:

- Vehicle assignment.
- Operator assignment.
- Pull-out and pull-in.
- Untimely pick-ups
- Late and missed trips.
- Excessively long trips.
- Road calls.
- All other incidents or dispatch calls that vary from normal or expected system operation.
- Accidents and incidents will be immediately reported to the City.
- Dispatch logs shall be submitted to the City daily on the following business day.

U. Ticket Office

Proposer is responsible for sufficient staffing at the ticket counters at the Porterville Transit Center, between the hours of 6:00 am to 10:00 pm Monday through Saturday, and 8:00 am to 6:00 pm on Sunday. Proposer will be responsible for the sale of PT fare media. Proposer is responsible for securing and accounting all cash and point of sales transactions that take place in the ticket office.

Note: Proposers shall reconcile Ticket Office revenue daily and secure it in a vault. Proposers are responsible for Ticket Office revenue, reconcile, and deposit funds.

V. Comments and Complaints

Comments and complaints are critical for maintaining high quality service standards and good relationships with partners and members of the public. It is in the best interest of both parties to minimize complaints regarding PT services. Proposer shall direct all comments and complaints to the Porterville Transit Center, which Proposers will log and investigate.

Note: Proposers shall propose Customer Relations Management (CRM) software that documents all PT comments and complaints.

W. Federal/State Compliance

Proposers shall be present and responsive at audits or Federal Triennial Reviews or FTA Drug and Alcohol Compliance or as requested by the City for reporting on ADA policies, practices, or activities by Proposers staff. Proposers shall also be readily available at a moment's notice for such events. Additionally, Proposer shall provide any reports requested by the City for such events for the purpose of

responding to or closing out any issues or findings.

Federal required contract clauses have been included in Attachment A and Attachment B.

X. Federal/State Reporting

The City requires specific data to meet federal and state reporting requirements. Data shall be provided by the Proposer to the City on a scheduled and as needed basis. Operational data will primarily be used to meet National Transit Database (NTD) reporting requirements. Proposers are required to submit NTD data monthly.

The format in which this data is presented shall be determined by the City and provided to the Proposer upon award of the contract. The data required for monthly reporting shall be provided to the City not later than 7 days after the end of the month. Data required for annual reporting shall be provided to the City no later than 14 days after the end of the fiscal year. Data should be separately reported by service mode (fixed route, commuter, ADA paratransit, and on-demand), and shall include the following:

- Scheduled Revenue Hours
- Revenue Hours
- Scheduled Revenue Miles
- Revenue Miles
- Total Passengers
- Max number of vehicles in service per day of the week.

Proposers shall submit monthly and annual reports on the information collected in complying with FTA Alcohol and Drug Testing regulations. A copy shall be submitted to the City as part of the monthly reporting and invoicing package. Proposer shall comply with all applicable federal and state laws and requirements including but not limited to the FTA Drug and Alcohol Testing Programs. The Proposer shall be required to furnish a Drug Screening Program. Proposer shall pay for all drug screens for Proposers employees.

Proposers shall submit reports on the information collected in complying with the Safety and Security regulations. A copy shall be submitted to the City as part of the monthly reporting and invoicing package.

Proposers shall be required to submit any reports (i.e., Disadvantaged Business Enterprise (DBE)) as required by the Federal Transit Administration, including reports related to sub-Proposers and work performed by them, to ensure 1) continued eligibility for federal and state funding and 2) the ability to finance operations efforts with such funding.

Y. General Reporting

The City reserves the right to reject any reports that do not meet requirements. The city may at its discretion remove or add a report(s) from the requirements or refine report requirements as needed to monitor PT services. Proposers shall ensure that employees are computer fluent to a level that any reports required by the City can be completed and submitted in a timely manner.

Z. Daily Reporting

The Proposer will report all vehicular collisions, accidents, and incidents involving any PT vehicles immediately to the City, including passenger falls. In addition, Proposers will notify the City in writing of the accident/incident within 24 hours of its occurrence. Proposers shall report passenger complaints and complaints related to safety or serious operational deficiencies immediately. Proposers will investigate all accidents and grade as to whether this event was preventable or non-preventable using industry standards. Failure to report such accidents/incidents in the manner and within the time frames specified herein will subject the Proposer to assessments.

Proposers shall provide daily reports to the City reporting the following in a manner dictated by the City:

- Missed Trips
- Any Supplemental Service/Trippers
- Road Calls
- Bus Swaps

AA. Other Monthly Reporting

Other Monthly reporting should include, but is not limited to the following items:

- On-time Performance Report
- Bus Stop and Shelter Cleaning and Maintenance Report
- Fleet Cleaning Report
- Unless otherwise waived, Proposer shall submit a Monthly Employee Staffing Report with its monthly invoice, due by the 10th calendar day of each month, that reports any position vacancies, turnover rate since the start of the current fiscal year, number of regular and overtime hours performed by non-salaried staff (by position category), and monthly salaries and benefits paid (by position category). This report shall further include the names of each employee, seniority, status (part-time, temporary, full-time), and health workforce information such as COVID-19 related information. Proposers shall provide additional staffing details as required by the City.

- Proposers shall submit a report and supporting documentation for any Bus Stop and Shelter maintenance expenses including proof of vendor payment and invoices.

BB. Paratransit and On-Demand Reporting

In addition to the basic operational data required by the NTD for paratransit and on-demand services, the Proposer shall provide the following information:

- Total booked trips.
- Total cancellations (defined as a trip that is booked then cancelled by the passenger any time before the trip is completed).
- Total no-shows.
- Total personal care attendants.
- Total lift assisted trips.
- On-time performance.

CC. Access to Records and Facilities

Proposers shall permit authorized representatives of the City to examine all data and records related to PT services on request. Proposer will maintain all reports and records pertaining to PT services and will make them available for review or inspection by the City for a period of 3 years from the Contract Termination Date. Any and all data collected, and any work produced by Proposer, for and on behalf of the City shall be the property of the City. The City reserves the right to request this data or work from Proposer, as well as dictate the form in which Proposer shall provide the data or work.

DD. Service Reliability

Proposers shall provide timely and reliable transit services. This includes maintaining trip completion levels and on-time performance operating levels within the specified arrival and departure times as established by the City's performance objectives. On-time performance will be closely monitored by the City and will be computed on a monthly basis by the Proposer. The City shall not be obligated to pay Proposer for missed trips. Deductions may be assessed by the City for trips missed and other areas of non-performance in accordance with the provisions included in this document. Any additional service, beyond scheduled, must be preapproved by the City.

Note: The City is seeking Proposers to propose a computer assisted dispatching (CAD) and automatic vehicle locating (AVL) systems to operate the Porterville Transit Center and monitor operations.

EE. Committee and Management Meetings

The proposer's management team are required to attend all Committee and Management meetings scheduled by the City. There will be times when the services operated by the Proposer are the topic of discussion (Paratransit Coordinating Council, City Council Meetings, Social Service Technical Advisory Committee, etc.). Whenever possible, the City will notify the Proposer in advance of concerns that might be raised. Should comments be directed to Proposer's operational issues, the Proposer shall submit to the City within 7 days a plan to address the issues discussed.

FF. Transit Workers Focus Group

Proposer will allow the City to coordinate an internal committee of Proposer's non-management employees to identify internal service issues, public-facing service issues, and engage with non-management employees. This committee will be made up of 10 random Proposer's non-management staff with a mix of job classifications. Key City staff will be present at the meetings.

GG. Technology

The Proposer will support innovative efforts and investments, such as technology not already owned and operated by the City and innovative dispatching methods which can enhance the quality and level of service, while focusing on maximizing ridership, coverage, and efficiencies.

The City is seeking a third-party contractor that is interested in a spirit of partnership and cooperation to propose an innovative computer assisted dispatching (CAD), automatic vehicle locating (AVL), and customer relations management (CRM) software and equipment to assist with PT functions such as trip reservations, monitoring on-time performance, customer service, and communications.

Proposer will provide the following software and equipment that the City and Proposer will be using:

1. Computer Assisted Dispatch – Ecolane, TripSpark or similar.
2. Automatic Vehicle Location – Ecolane, TripSpark or similar
3. Customer Relations – Happy Fox or similar

The Proposer will be a strong partner in exploring future technology and systems for use by the City.

B. Documents Required After Award

Upon the CITY'S acceptance of a proposal, the successful PROPOSER will be required to execute and return a Contract furnished by the CITY, along with a Performance Bond, in the amount of twenty-five percent (25%) of the first-year contract value, and all

"Attachment B"
Tree's Sierra Management Inc.
Multi Year Price Plan
(Fixed Operational Costs)
Costs Per Month

Tree's Sierra Management Inc.

Cost Elements	Year 1 (24-25)	Year 2 (25-26)	Year 3 (26-27)	Year 4 (27-28)	Year 5 (28-29)
General Manager					
Wages	\$119,995.00	\$125,994.75	\$129,774.59	\$132,370.08	\$135,017.49
Payroll Taxes	\$11,879.51	\$12,473.48	\$12,847.68	\$13,104.64	\$13,366.73
Workers' Compensation	\$1,799.93	\$1,889.92	\$1,946.62	\$1,985.55	\$2,025.26
Sick/Vacation/Holiday	\$10,199.58	\$10,709.55	\$11,030.84	\$11,251.46	\$11,476.49
Health Insurance	\$10,799.55	\$11,339.53	\$11,679.71	\$11,913.31	\$12,151.57
Uniforms	\$599.98	\$629.97	\$648.87	\$661.85	\$675.09
Training	\$2,999.88	\$3,149.87	\$3,244.36	\$3,309.25	\$3,375.44
Drug Testing and Physicals	\$299.99	\$314.99	\$324.44	\$330.93	\$337.54
401K	\$3,599.85	\$3,779.84	\$3,893.24	\$3,971.10	\$4,050.52
Employee Incentives	\$2,399.90	\$2,519.90	\$2,595.49	\$2,647.40	\$2,700.35
Operations Manager					
Wages	\$89,995.00	\$94,494.75	\$97,329.59	\$99,276.18	\$101,261.71
Payroll Taxes	\$8,909.51	\$9,354.98	\$9,635.63	\$9,828.34	\$10,024.91
Workers' Compensation	\$1,349.93	\$1,417.42	\$1,459.94	\$1,489.14	\$1,518.93
Sick/Vacation/Holiday	\$7,649.58	\$8,032.05	\$8,273.02	\$8,438.48	\$8,607.25
Health Insurance	\$8,099.55	\$8,504.53	\$8,759.66	\$8,934.86	\$9,113.55
Uniforms	\$449.98	\$472.47	\$486.65	\$496.38	\$506.31
Training	\$2,249.88	\$2,362.37	\$2,433.24	\$2,481.90	\$2,531.54
Drug Testing and Physicals	\$224.99	\$236.24	\$243.32	\$248.19	\$253.15
401K	\$2,699.85	\$2,834.84	\$2,919.89	\$2,978.29	\$3,037.85
Employee Incentives	\$1,799.90	\$1,889.90	\$1,946.59	\$1,985.52	\$2,025.23

Tree's Sierra Management Inc.
Multi Year Price Plan
(Fixed Operational Costs)
Costs Per Month

Safety & Training Manager					
Wages	\$74,975.00	\$78,723.75	\$81,085.46	\$82,707.17	\$84,361.32
Payroll Taxes	\$7,422.53	\$7,793.65	\$8,027.46	\$8,188.01	\$8,351.77
Workers' Compensation	\$1,124.63	\$1,180.86	\$1,216.28	\$1,240.61	\$1,265.42
Sick/Vacation/Holiday	\$6,372.88	\$6,691.52	\$6,892.26	\$7,030.11	\$7,170.71
Health Insurance	\$6,747.75	\$7,085.14	\$7,297.69	\$7,443.65	\$7,592.52
Uniforms	\$374.88	\$393.62	\$405.43	\$413.54	\$421.81
Training	\$1,874.38	\$1,968.09	\$2,027.14	\$2,067.68	\$2,109.03
Drug Testing and Physicals	\$187.44	\$196.81	\$202.71	\$206.77	\$210.90
401K	\$2,249.25	\$2,361.71	\$2,432.56	\$2,481.22	\$2,530.84
Employee Incentives	\$1,499.50	\$1,574.48	\$1,621.71	\$1,654.14	\$1,687.23
Road Supervisors (4FT)					
Wages	\$229,299.20	\$240,764.16	\$247,987.08	\$252,946.83	\$258,005.76
Payroll Taxes	\$22,700.62	\$23,835.65	\$24,550.72	\$25,041.74	\$25,542.57
Workers' Compensation	\$3,439.49	\$3,611.46	\$3,719.81	\$3,794.20	\$3,870.09
Sick/Vacation/Holiday	\$19,490.43	\$20,464.95	\$21,078.90	\$21,500.48	\$21,930.49
Health Insurance	\$20,636.93	\$21,668.77	\$22,318.84	\$22,765.21	\$23,220.52
Uniforms	\$1,146.50	\$1,203.82	\$1,239.94	\$1,264.73	\$1,290.03
Training	\$5,732.48	\$6,019.10	\$6,199.68	\$6,323.67	\$6,450.14
Drug Testing and Physicals	\$573.25	\$601.91	\$619.97	\$632.37	\$645.01
401K	\$6,878.98	\$7,222.92	\$7,439.61	\$7,588.40	\$7,740.17
Employee Incentives	\$4,585.98	\$4,815.28	\$4,959.74	\$5,058.94	\$5,160.12

Tree's Sierra Management Inc.
Multi Year Price Plan
(Fixed Operational Costs)
Costs Per Month

Dispatchers (3FT)					
Wages	\$166,358.40	\$174,676.32	\$179,916.61	\$183,514.94	\$187,185.24
Payroll Taxes	\$16,469.48	\$17,292.96	\$17,811.74	\$18,167.98	\$18,531.34
Workers' Compensation	\$2,495.38	\$2,620.14	\$2,698.75	\$2,752.72	\$2,807.78
Sick/Vacation/Holiday	\$14,140.46	\$14,847.49	\$15,292.91	\$15,598.77	\$15,910.75
Health Insurance	\$14,972.26	\$15,720.87	\$16,192.49	\$16,516.34	\$16,846.67
Uniforms	\$831.79	\$873.38	\$899.58	\$917.57	\$935.93
Training	\$4,158.96	\$4,366.91	\$4,497.92	\$4,587.87	\$4,679.63
Drug Testing and Physicals	\$415.90	\$436.69	\$449.79	\$458.79	\$467.96
401K	\$4,990.75	\$5,240.29	\$5,397.50	\$5,505.45	\$5,615.56
Employee Incentives	\$3,327.17	\$3,493.53	\$3,598.33	\$3,670.30	\$3,743.70
Customer Service Agent (3FT)					
Wages	\$116,939.00	\$122,785.95	\$126,469.53	\$128,998.92	\$131,578.90
Payroll Taxes	\$11,576.96	\$12,155.81	\$12,520.48	\$12,770.89	\$13,026.31
Workers' Compensation	\$1,754.09	\$1,841.79	\$1,897.04	\$1,934.98	\$1,973.68
Sick/Vacation/Holiday	\$9,939.82	\$10,436.81	\$10,749.91	\$10,964.91	\$11,184.21
Health Insurance	\$10,524.51	\$11,050.74	\$11,382.26	\$11,609.90	\$11,842.10
Uniforms	\$584.70	\$613.93	\$632.35	\$644.99	\$657.89
Training	\$2,923.48	\$3,069.65	\$3,161.74	\$3,224.97	\$3,289.47
Drug Testing and Physicals	\$292.35	\$306.96	\$316.17	\$322.50	\$328.95
401K	\$3,508.17	\$3,683.58	\$3,794.09	\$3,869.97	\$3,947.37
Employee Incentives	\$2,338.78	\$2,455.72	\$2,529.39	\$2,579.98	\$2,631.58

Tree's Sierra Management Inc.
Multi Year Price Plan
(Fixed Operational Costs)
Costs Per Month

HR Manager					
Wages	\$77,995.00	\$81,894.75	\$84,351.59	\$86,038.62	\$87,759.40
Payroll Taxes	\$7,721.51	\$8,107.58	\$8,350.81	\$8,517.82	\$8,688.18
Workers' Compensation	\$1,169.93	\$1,228.42	\$1,265.27	\$1,290.58	\$1,316.39
Sick/Vacation/Holiday	\$6,629.58	\$6,961.05	\$7,169.89	\$7,313.28	\$7,459.55
Health Insurance	\$7,019.55	\$7,370.53	\$7,591.64	\$7,743.48	\$7,898.35
Uniforms	\$389.98	\$409.47	\$421.76	\$430.19	\$438.80
Training	\$1,949.88	\$2,047.37	\$2,108.79	\$2,150.97	\$2,193.98
Drug Testing and Physicals	\$194.99	\$204.74	\$210.88	\$215.10	\$219.40
401K	\$2,339.85	\$2,456.84	\$2,530.55	\$2,581.16	\$2,632.78
Paychex Software	\$30,622.80	\$31,541.48	\$32,487.73	\$33,462.36	\$34,466.23
Support Staff (x2)					
Wages	\$66,995.00	\$70,344.75	\$72,455.09	\$73,904.19	\$75,382.28
Payroll Taxes	\$6,632.51	\$6,964.13	\$7,173.05	\$7,316.52	\$7,462.85
Workers' Compensation	\$1,004.93	\$1,055.17	\$1,086.83	\$1,108.56	\$1,130.73
Sick/Vacation/Holiday	\$5,694.58	\$5,979.30	\$6,158.68	\$6,281.86	\$6,407.49
Health Insurance	\$6,029.55	\$6,331.03	\$6,520.96	\$6,651.38	\$6,784.41
Uniforms	\$334.98	\$351.72	\$362.28	\$369.52	\$376.91
Training	\$1,674.88	\$1,758.62	\$1,811.38	\$1,847.60	\$1,884.56
Drug Testing and Physicals	\$167.49	\$175.86	\$181.14	\$184.76	\$188.46
401K	\$2,009.85	\$2,110.34	\$2,173.65	\$2,217.13	\$2,261.47
Additional Support					
Accountant / CPA	\$6,000.00	\$6,300.00	\$6,615.00	\$6,945.75	\$7,293.04
Training Software & Equip	\$20,000.00	\$21,000.00	\$22,050.00	\$23,152.50	\$24,310.13

Tree's Sierra Management Inc.
Multi Year Price Plan
(Fixed Operational Costs)
Costs Per Month

General Liability	\$86,749.93	\$108,437.41	\$135,546.77	\$169,433.46	\$211,791.82
Bodily Injury	Included	Included	Included	Included	Included
Personal Injury	Included	Included	Included	Included	Included
Broad from Property Damage	Included	Included	Included	Included	Included
Contractual Liability	Included	Included	Included	Included	Included
Cross-Liability	Included	Included	Included	Included	Included
Products Liability	Included	Included	Included	Included	Included
Completed Operations Liability	Included	Included	Included	Included	Included
Professional Liability	\$9,500.00	\$9,975.00	\$10,473.75	\$10,997.44	\$11,547.31
Automobile Liability	\$58,101.83	\$72,627.29	\$90,784.11	\$113,480.14	\$141,850.17
Performance Bond	\$19,317.37	\$20,283.24	\$21,297.40	\$22,362.27	\$23,480.38
Office Supplies	\$7,500.00	\$7,875.00	\$8,268.75	\$8,682.19	\$9,116.30
Other Equipment - Business					
Computer Supplies	\$6,775.00	\$3,000.00	\$3,150.00	\$3,307.50	\$3,472.88
Transit Center Internet	\$2,400.00	\$2,472.00	\$2,546.16	\$2,622.54	\$2,701.22
Support Vehicles x3	\$36,000.00	\$37,800.00	\$39,690.00	\$41,674.50	\$43,758.23
Gas x3	\$24,750.00	\$25,987.50	\$27,286.88	\$28,651.22	\$30,083.78
Vehicle Maintenance x3	\$9,925.00	\$10,421.25	\$10,942.31	\$11,489.43	\$12,063.90
Computer Assisted Dispatching (CAD) Software					
Via Software					
(\$3,840 Per Vehicle Qua. 8)	\$30,720.00	\$32,256.00	\$33,868.80	\$35,562.24	\$37,340.35
Tripshot Software					
(\$4,320 Per Vehicle Qua. 17)	\$73,440.00	\$75,650.00	\$77,945.00	\$80,325.00	\$82,705.00

Tree's Sierra Management Inc.
Multi Year Price Plan
(Fixed Operational Costs)
Costs Per Month

Tablet - Startup Cost	\$7,625.00	\$3,050.00	\$3,202.50	\$3,362.63	\$3,530.76
** (25 Tablets Contingent on equipment returning back to Porterville)					
(10 Replacements per year)					
Mobile Data Plan	\$6,500.00	\$6,825.00	\$7,166.25	\$7,524.56	\$7,900.79
** (25 Data Plan Contingent on equipment returning back to Porterville)					
Automatic Vehicle Locating (AVL)					
VIA / TRIPSHOT					
AVL Software Licensing	Included	Included	Included	Included	Included
AVL Hardware	Included	Included	Included	Included	Included
Customer Relations Management (CRM)					
Happy Fox Software	\$3,120.00	\$3,240.00	\$3,360.00	\$3,480.00	\$3,600.00
(5 Agents)					
Technology Start-up Cost					
Via Implementation	\$27,000.00	-	-	-	-
Tripshot Implementation	\$10,000.00	-	-	-	-
Mobilization Start-up Cost	\$10,000.00	-	-	-	-
Subtotal Cost	\$1,775,856.65	\$1,833,041.38	\$1,931,610.61	\$2,029,343.51	\$2,142,296.63
Overhead (10%)	\$177,585.66	\$183,304.14	\$193,161.06	\$202,934.35	\$214,229.66
Profit (9.5%)	\$168,706.38	\$174,138.93	\$183,503.01	\$192,787.63	\$203,518.18
Total Fixed Costs	\$2,122,148.70	\$2,190,484.45	\$2,308,274.68	\$2,425,065.50	\$2,560,044.47
Fixed Costs per Month	\$176,845.72	\$182,540.37	\$192,356.22	\$202,088.79	\$213,337.04

Multi-Year Price Plan
(Routes, ADA Paratransit, On-Demand)
Cost Per Revenue Hour

Tree's Sierra Management Inc.
Porterville

Cost Elements	Year 1 (24-25)	Year 2 (25-26)	Year 3 (26-27)	Year 4 (27-28)	Year 5 (28-29)
Wages	\$1,237,461.60	\$1,299,334.68	\$1,338,314.72	\$1,365,081.01	\$1,392,382.64
Payroll Taxes	\$122,508.70	\$128,634.13	\$132,493.16	\$135,143.02	\$137,845.88
Workers' Compensation	\$136,120.78	\$142,926.81	\$147,214.62	\$150,158.91	\$153,162.09
Sick/Vacation/Holiday	\$105,184.24	\$110,443.45	\$113,756.75	\$116,031.89	\$118,352.52
Health Insurance	\$111,371.54	\$116,940.12	\$120,448.32	\$122,857.29	\$125,314.44
Uniforms	\$6,187.31	\$6,496.67	\$6,691.57	\$6,825.41	\$6,961.91
Training	\$61,873.08	\$64,966.73	\$66,915.74	\$68,254.05	\$69,619.13
Drug Testing and Physicals	\$3,093.65	\$3,248.34	\$3,345.79	\$3,412.70	\$3,480.96
401K	\$37,123.85	\$38,980.04	\$40,149.44	\$40,952.43	\$41,771.48
Subtotal Cost	\$1,820,924.74	\$1,911,970.98	\$1,969,330.11	\$2,008,716.71	\$2,048,891.05
Overhead (8.5%)	\$154,778.60	\$162,517.53	\$167,393.06	\$170,740.92	\$174,155.74
Profit (8.25%)	\$150,226.29	\$157,737.61	\$162,469.73	\$165,719.13	\$169,033.51
Total Cost	\$2,125,929.64	\$2,232,226.12	\$2,299,192.90	\$2,345,176.76	\$2,392,080.30
Total Estimated Revenue Hours	40,000	40,000	40,000	40,000	40,000
Cost Per Revenue Hour	\$53.15	\$55.81	\$57.48	\$58.63	\$59.80
Miscellaneous Requirements					
Cost Per Rev. Hour (Extra Services)	\$53.15	\$55.81	\$57.48	\$58.63	\$59.80

Multi-Year Price Plan
(Bus Stop Cleaning/Maintenance)
Cost Per Month

Tree's Sierra Management Inc.
(Fleet Washing - Shelter Maintenance)

Cost Elements	Year 1 (24-25)	Year 2 (25-26)	Year 3 (26-27)	Year 4 (27-28)	Year 5 (28-29)
Maintenance+ 3FT					
Wages	\$120,369.60	\$126,388.08	\$130,179.72	\$132,783.32	\$135,438.98
Payroll Taxes	\$11,916.59	\$12,512.42	\$12,887.79	\$13,145.55	\$13,408.46
Workers' Compensation	\$1,805.54	\$1,895.82	\$1,952.70	\$1,991.75	\$2,031.58
Sick/Vacation/Holiday	\$10,231.42	\$10,742.99	\$11,065.28	\$11,286.58	\$11,512.31
Health Insurance	\$10,833.26	\$11,374.93	\$11,716.18	\$11,950.50	\$12,189.51
Uniforms	\$601.85	\$631.94	\$650.90	\$663.92	\$677.19
Training	\$3,009.24	\$3,159.70	\$3,254.49	\$3,319.58	\$3,385.97
Drug Testing and Physicals	\$300.92	\$315.97	\$325.45	\$331.96	\$338.60
401K	\$3,611.09	\$3,791.64	\$3,905.39	\$3,983.50	\$4,063.17
Bus Stop Cleaning Supplies	\$6,615.00	\$6,813.45	\$7,017.85	\$7,228.39	\$7,445.24
Non-Revenue Vehicles x2	\$22,450.00	\$23,572.50	\$24,751.13	\$25,988.68	\$27,288.12
Gas	\$21,475.00	\$22,548.75	\$23,676.19	\$24,860.00	\$26,103.00
Vehicle Maintance	\$6,625.00	\$6,956.25	\$7,304.06	\$7,669.27	\$8,052.73
Equipment	\$5,512.50	\$5,677.88	\$5,848.21	\$6,023.66	\$6,204.37
Subtotal Cost	\$225,357.01	\$236,382.32	\$244,535.33	\$251,226.64	\$258,139.23
Overhead (10%)	\$22,535.70	\$23,638.23	\$24,453.53	\$25,122.66	\$25,813.92
Profit (9.5%)	\$21,408.92	\$22,456.32	\$23,230.86	\$23,866.53	\$24,523.23
Total Fixed Costs	\$269,301.63	\$282,476.87	\$292,219.72	\$300,215.84	\$308,476.39
Fixed Costs Per Month	\$22,441.80	\$23,539.74	\$24,351.64	\$25,017.99	\$25,706.37
Optional: Bus Stop & Shelter Install	\$38.59	\$40.52	\$41.74	\$42.57	\$43.42
(Per Employee & Equipment)					

Multi-Year Price Plan
(Transit Center Cleaning)
Cost Per Month

Tree's Sierra Management Inc.
Porterville Transit Center

Cost Elements	Year 1 (24-25)	Year 2 (25-26)	Year 3 (26-27)	Year 4 (27-28)	Year 5 (28-29)
Janitorial Staff (2 FT)					
Wages	\$78,005.00	\$81,905.25	\$84,362.41	\$86,049.66	\$87,770.65
Payroll Taxes	\$7,722.50	\$8,108.62	\$8,351.88	\$8,518.92	\$8,689.29
Workers' Compensation	\$1,170.08	\$1,228.58	\$1,265.44	\$1,290.74	\$1,316.56
Sick/Vacation/Holiday	\$6,630.43	\$6,961.95	\$7,170.80	\$7,314.22	\$7,460.51
Health Insurance	\$7,020.45	\$7,371.47	\$7,592.62	\$7,744.47	\$7,899.36
Uniforms	\$390.03	\$409.53	\$421.81	\$430.25	\$438.85
Training	\$1,950.13	\$2,047.63	\$2,109.06	\$2,151.24	\$2,194.27
Drug Testing and Physicals	\$195.01	\$204.76	\$210.91	\$215.12	\$219.43
401K	\$2,340.15	\$2,457.16	\$2,530.87	\$2,581.49	\$2,633.12
Cleaning Supplies					
Supplies	\$12,500.00	\$12,875.00	\$13,261.25	\$13,659.09	\$14,068.86
Subtotal Cost	\$117,923.76	\$123,569.95	\$127,277.04	\$129,955.20	\$132,690.89
Overhead (10%)	\$11,792.38	\$12,356.99	\$12,727.70	\$12,995.52	\$13,269.09
Profit (9.5%)	\$11,202.76	\$11,739.14	\$12,091.32	\$12,345.74	\$12,605.63
Total Fixed Costs	\$140,918.89	\$147,666.08	\$152,096.07	\$155,296.46	\$158,565.62
Fixed Costs Per Month	\$11,743.24	\$12,305.51	\$12,674.67	\$12,941.37	\$13,213.80

Multi-Year Price Plan
(Hardware / Software Options)
Cost Per Month

Tree's Sierra Management Inc.
Porterville Transit

Cost Elements	Year 1 (24-25)	Year 2 (25-26)	Year 3 (26-27)	Year 4 (27-28)	Year 5 (28-29)
Hardware / Software Options					
Optional: In-Vehicle Camera	\$12,000.00	\$1,500.00	\$1,545.00	\$1,591.35	\$1,639.09
Procurement Cost (40 Cameras)					
(5 Replacements per year)					
Optional: In-Vehicle Camera Ongoing	\$25,920.00	\$26,697.60	\$27,498.53	\$28,323.48	\$29,173.19
Software Cost (40 Cameras)					
Mounting Hardware	\$11,750.00	\$5,750.00	\$6,037.50	\$6,339.38	\$6,656.34
** (40 Mounts Contingent on equipment returning back to Porterville)					
**Consultant	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Total Fixed Costs	\$74,670.00	\$58,947.60	\$60,081.03	\$61,254.21	\$62,468.62
Fixed Costs Per Month	\$6,222.50	\$4,912.30	\$5,006.75	\$5,104.52	\$5,205.72